



**BERKSHIRE  
HATHAWAY**  
HomeServices  
**Woodmont Realty**

## PURCHASE AND SALE AGREEMENT

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

\_\_\_\_\_ (“Buyer”) agrees to buy and the undersigned seller \_\_\_\_\_ (“Seller”) agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as: 2260 Hayward Lane  
(Address) Spring Hill (City), Tennessee, 37174 (Zip), as recorded in Williamson County Register of Deeds Office, 6700 deed book(s), 58 page(s), and/or 6700/58 16010321 instrument number and as further described as:

**Map and Parcel: 167L B 004.00 000** together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property.”

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

**B. Other items that REMAIN with the Property at no additional cost to Buyer:**  
**All appliances including the washer and dryer**

**C. Items that WILL NOT REMAIN with the Property:**

**D. LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel tank, etc.): \_\_\_\_\_.  
Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

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

Buyer does not wish to assume Seller’s current lease of \_\_\_\_\_; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

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

**2. Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise 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: \$ \_\_\_\_\_,

\_\_\_\_\_ U.S. Dollars, (“Purchase Price”) which shall be disbursed to Seller or Seller’s Closing Agency 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. other such form as is approved in writing by Seller.

**A. Financial Contingency – Loan(s) To Be Obtained.** This Agreement is conditioned upon Buyer’s ability to obtain a loan(s) in the principal amount up to NA % of the Purchase Price listed above to be secured by a deed of trust on the Property. “Ability to obtain” as used herein means that Buyer is qualified to receive the loan described herein based upon Lender’s customary and standard underwriting criteria. In consideration of Buyer, having acted in good

faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

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

- |   |  |
|---|--|
| <input type="checkbox"/> Conventional Loan        | <input type="checkbox"/> FHA Loan; attach addendum |
| <input type="checkbox"/> VA Loan; attach addendum | <input type="checkbox"/> Rural Development/USDA    |
| <input type="checkbox"/> THDA                     | <input type="checkbox"/> Other _____               |

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

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

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

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

**✕ B. Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)**

(e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner:

\_\_\_\_\_ (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer.

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

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

- ✕ 1.** This Agreement **IS NOT** contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.

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

**D. Closing Expenses.**

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

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

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

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

by the seller

Simultaneous issue rates shall apply.

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

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

**Closing Agency for Seller & Contact Information:** to be determined

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 3 days after the Binding Agreement Date to Berkshire Hathaway HomeServices, Woodmont Realty (name of Holder) ("Holder") located at 5107 Maryland Way, Suite 100, Brentwood, TN 37027 (address of Holder), a Earnest Money/Trust Money deposit of \$ \_\_\_\_\_ by check (OR 10% of the final contract price) ("Earnest Money/Trust Money").

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

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

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

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

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

**A. Closing Date.** This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the 15th day of September, 2021 ("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**):

- ☒ at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;
- OR**
- ☐ as agreed in the attached and incorporated Temporary Occupancy Agreement;

**B. Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller.

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

- ☐ Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's responsibility to make timely and proper application to insure such status. Buyer's failure to timely and properly make application will result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use will qualify for greenbelt classification.
- ☐ Buyer does not intend to maintain the property's Greenbelt status and Rollback taxes shall be payable by the Seller at time of closing.

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



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

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

221 5. **Title and Conveyance.**

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

- 224 (1) zoning;  
225 (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement  
226 Date upon which the improvements do not encroach;  
227 (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the  
228 Binding Agreement Date; and  
229 (4) leases and other encumbrances specified in this Agreement.

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

- 232 (1) accept the Property with the defects **OR**  
233 (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice  
234 of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to  
235 Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced  
236 by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by  
237 the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer  
238 shall be entitled to refund of Earnest Money/Trust Money.

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

244 B. **Deed.** Name(s) on Deed to be: \_\_\_\_\_

245 It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which  
246 Buyer holds title.

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

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

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

253 7. **Inspections.**

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

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

**B. Initial Inspections.** Buyer and/or 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 (e.g. radon, mold, asbestos, etc.).

**C. Wood Destroying Insect Infestation Inspection Report.** If desired by Buyer or required by Buyer's Lender, it shall be Buyer's responsibility to obtain *at Buyer's expense* a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator.

**The foregoing expense may be subject to governmental guidelines relating to VA Loans (See VA/FHA Loan Addendum if applicable).**

The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding \_\_\_\_\_ for evidence of active infestation and/or damage.

Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or the end of the Inspection Period, whichever is earlier. If the Report indicates evidence of active infestation, Seller agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing. Requests for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 7.D., Buyer's Inspection and Resolution below.

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

**In said notice Buyer shall either:**

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

**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 via the Repair/Replacement Proposal or equivalent written notice. 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 Repair / Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written list or Repair/Replacement Proposal marks the end of the Inspection Period and beginning of the Resolution Period. *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.

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

Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Section 7 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

**8. Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within \_\_\_\_\_ day(s) prior to the Closing Date only to confirm Property is in the same or better

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condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such condition until Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.

**9. Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Section of this Agreement.

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

**B. Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions will apply to the insurability of said Property.

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

**D. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

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

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

**11. Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the 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 firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

377 **12. Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and  
378 shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or  
379 specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be  
380 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this  
381 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including  
382 suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover  
383 all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to  
384 terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to  
385 pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree  
386 that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or  
387 obligations as a defense in the event of a dispute.

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

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

393 ☒ **Home Protection Plan waived.**

394 **14. Other Provisions.**

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

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

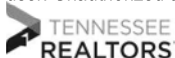
409 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and  
410 shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

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

412 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
413 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
414 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
415 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
416 determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined  
417 in Section 4 herein), Date of Possession (as defined in Section 4 herein), Completion of Repair Deadline (as defined  
418 in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in Section 19 herein), occurs on a  
419 Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays  
420 as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period  
421 under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

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

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- 429 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in  
430 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission  
431 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5)  
432 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice  
433 by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that  
434 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 435 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of  
436 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this  
437 Agreement with a refund of Earnest Money/Trust Money to Buyer.
- 438 **I. Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial  
439 status, or national origin.
- 440 **J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
441 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
442 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the  
443 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in  
444 conformity with state and federal law.
- 445 **K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution,  
446 incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- 447 **L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any  
448 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 449 **M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the  
450 content of this Agreement or limit the scope of any Section.

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

461 **16. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal,  
462 or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as  
463 originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by  
464 original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable  
465 State or Federal law.

466 **17. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part  
467 of this Agreement:  
468  
469

470 **18. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
471 **The buyer agrees that the property is selling strictly "as is - where is" without warranties or guarantees either expressed or**  
472 **implied. The buyer has inspected the property before bidding or buys waiving the right of inspection.**  
473  
474  
475  
476  
477  
478  
479

480 **19. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not  
481 countered or accepted by NA o'clock ☐ a.m./ ☐ p.m.; on the \_\_\_\_\_ day of \_\_\_\_\_.

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

485 **NOTE:** Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this  
486 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have  
487 received a copy of this Agreement.

488 **WIRE FRAUD WARNING:** Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts  
489 and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently  
490 confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money  
491 without double-checking that the wiring instructions are correct. **NEVER ACCEPT WIRING INSTRUCTIONS FROM**  
492 **YOUR AGENT OR BROKER.** \_\_\_\_\_ Buyer Initials \_\_\_\_\_ Buyer Initials

493 Buyer hereby makes this offer.

494 _____	_____
495 <b>BUYER</b>	<b>BUYER</b>
496 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
497 <b>Offer Date</b>	<b>Offer Date</b>

498 Seller hereby:

- 499 ☐ **ACCEPTS** – accepts this offer.
- 500 ☐ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
- 501 ☐ **REJECTS** this offer and makes no counter offer.

502 _____	_____
503 <b>SELLER</b>	<b>SELLER</b>
504 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
505 <b>Date</b>	<b>Date</b>

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

**For Information Purposes Only:**

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

Selling Company: Berkshire Hathaway HomeServices, Woodmont realty  
Selling Firm Address: 5107 Maryland Way, Suite 100, Brentwood, TN 37027  
Firm License No.: 255351  
Firm Telephone No.: (615) 661-7800  
Selling Licensee: Frank F. Baugh  
Licensee License Number: 229476  
Licensee Email: frank@ffbaugh.com  
Licensee Cellphone No.: (615) 347-4705

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

Email: \_\_\_\_\_

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## EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Designated Agency)

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

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

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

**1. TERM.**

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, this Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between the undersigned \_\_\_\_\_ (“Client” or “Buyer”) and Firm/Broker of \_\_\_\_\_ (“Broker”), Broker shall act as Client’s exclusive agent to locate property for Client’s purchase, lease, exchange or option (collectively “Purchase”) during the term of this agreement, and to advocate the Client’s best interests in the negotiation of terms and conditions of any such Purchase. This Buyer Representation Agreement (“Agreement”) begins on the Effective Date and terminates at 11:59 p.m. local time on \_\_\_\_\_, \_\_\_\_\_, or at the closing (or in the case of a lease, the date of possession) of any Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales Agreement, exchange agreement, or lease agreement.

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

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

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

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

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

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

**3. CLIENT DUTIES.**

Buyer agrees:

- A. To Purchase property exclusively through Broker during the term of this Agreement;
- B. To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client’s ability to Purchase;
- C. That he/she is not under an exclusive right to buy contract or exclusive buyer representation agreement with any other agent at this time;
- D. That if Client utilizes the services of another real estate broker or deals solely with a Seller’s Agent or the Seller directly at any time during the effective period of this Agreement and/or any extensions thereof and then enters into an agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission to the Broker provided herein;
- E. To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller’s agent, the payment of which will be fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an unlisted property, Client agrees to pay Broker a total of \$ \_\_\_\_\_ or \_\_\_\_\_% compensation based on the total sale price. In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay Broker a total of \$ \_\_\_\_\_ in compensation unless otherwise stated herein. In the event that the amount of

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

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

**G.** That he/she has reviewed this Agreement and agrees with the terms herein.

#### **4. AGENCY**

##### **A. Definitions**

- 1. Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees, including but not limited to the Designated Agent.
- 2. Designated Agent for the Buyer.** The individual licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a Seller of a prospective property, the Designated Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency relationship, by law, can only be established by a written agency agreement.
- 3. Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.
- 4. Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.
- 5. Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.
- 6. Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that 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. 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.



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

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

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

**C. Duties Owed to Client.**

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

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

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

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

During the effective period of this Agreement:

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

**E. Buyer's Authorizations.**

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

**5. CONFIDENTIALITY.**

Information which the Buyer authorizes Broker and his affiliated Licensees to disclose which might otherwise be confidential: \_\_\_\_\_

**6. EARNEST MONEY/TRUST MONEY.**

Broker is authorized to accept a deposit of earnest money/trust money to be applied to the purchase price for a property. Such deposit is to be held by Broker in an escrow or trustee 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.

**7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

Buyer acknowledges and agrees that Broker and Designated Agent:

- A. May show the same properties to other prospective buyers;
- B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or any item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or cost of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic or community amenities; conditions existing off a property which may affect said property; proposed or pending condemnation actions involving the property; uses and zoning of a property, whether permitted or

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proposed; for applicable boundaries of school districts or other school information; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these or other matters which are of concern to Buyer;

C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and

D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

E. **Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.**

## **8. EXPERT ASSISTANCE.**

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 destroying organisms, surveying, structural conditions, geological issues, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice in these and other areas of professional expertise as needed. 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.

## **9. OTHER PROVISIONS.**

**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. 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.

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

**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 the Firm.

**D. 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 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.

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

## **10. 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 CONCERNING THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF THIS AGREEMENT.**

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

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

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

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

**BROKER/FIRM**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print/Type Name

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

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

**BUYER**

**BUYER**

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

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

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

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**BERKSHIRE  
HATHAWAY**  
HomeServices  
Woodmont Realty

# TENNESSEE RESIDENTIAL PROPERTY DISCLOSURE

## (For Exempt Properties and Residential Property Disclaimers)

Regarding: ("Property") 2260 Hayward Lane, Springhill, TN 37174

### PROPERTY ADDRESS

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, whether the Sellers have knowledge that any single family residence on the Property has ever been moved from an existing foundation to another foundation, the presence of any known sinkhole, and whether the Sellers have knowledge of any percolation tests or soil absorption rates performed on the 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, are also required to disclose in writing if the Property is located in a Planned Unit Development as defined therein and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

### ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:

**YES NO UNKNOWN**

1. Is there an exterior injection well anywhere on the property? ☐ ☒ ☐
2. Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation? ☐ ☒ ☐  
If yes, results of test(s) and/or rate(s) are attached.
3. Has any residence on this property ever been moved from its original foundation to another foundation? ☐ ☒ ☐
4. Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute. ☐ ☒
5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map." ☐ ☒ ☐
6. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If yes, Buyer may have a future obligation to connect to the public sewer system. ☐ ☒

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

**SELLER**

**SELLER**

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

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

**Date**

**Date**

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

**BUYER**

**BUYER**

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

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

**Date**

**Date**

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RF205-Residential Property Condition Disclosure (Exempt Properties and Residential Property Disclaimers), Page 1 of 1

Version 01/01/2021





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## CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:  
2260 Hayward Lane, Spring Hill, TN 37174

### PROPERTY ADDRESS

**SELLER NAME:** Kelly Tucker, Guardian

**LICENSEE NAME:** Frank F. Baugh

in this consumer's current or prospective transaction is serving as:

☐ **Transaction Broker or Facilitator.**  
(not an agent for either party).

☐ **Seller is Unrepresented.**

☒ **Agent for the Seller.**

☐ **Designated Agent for the Seller.**

☐ **Disclosed Dual Agent (for both parties),**  
with the consent of both the Buyer and the Seller  
in this transaction.

**BUYER NAME:** \_\_\_\_\_

**LICENSEE NAME:** \_\_\_\_\_

in this consumer's current or prospective transaction is serving as:

☐ **Transaction Broker or Facilitator.**  
(not an agent for either party).

☐ **Buyer is Unrepresented.**

☐ **Agent for the Buyer.**

☐ **Designated Agent for the Buyer.**

☐ **Disclosed Dual Agent (for both parties),**  
with the consent of both the Buyer and the Seller  
in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer **prior to the preparation of any offer to purchase**, OR to any unrepresented seller **prior to presentation of an offer to purchase**; OR (if the Licensee is listing a property without an agency agreement) **prior to execution of that listing agreement**. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3<sup>rd</sup> Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.**

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Seller Signature

Date

Buyer Signature

Date

Seller Signature

Date

Buyer Signature

Date

*Frank F. Baugh*

Listing Licensee

Date

Selling Licensee

Date

Berkshire Hathaway HomeServices, Woodmont Realty

Listing Company

Selling Company

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## DISCLAIMER NOTICE

The Broker and their affiliated licensees (hereinafter collectively “Licensees”) are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an “independent, qualified professional”, who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

- 1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
- 2. THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
- 3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home Inspectors of Tennessee Association ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property “as is”.**
- 4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.
- 5. ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
- 6. SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.
- 7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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**NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.

- 8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
- 9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified by the appropriate sources in writing (including but not limited to fire protection). You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the property maintained by the appropriate governmental permitting authority. If the file for this property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.
- 11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the property with the State, County and city/town governments in which the property is located. Condemnation proceedings could result in all or a portion of the property being taken by the government with compensation being paid to the landowner.
- 13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.
- 14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.
- 15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.



91 **16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any  
92 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a  
93 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers  
94 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are  
95 advised to contact several sources and independently investigate the competency of any inspector, contractor,  
96 or other professional expert, service provider or vendor and to determine compliance with any licensing,  
97 registration, insurance and bonding requirements in your area.

98 **17. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition  
99 of the property are acceptable prior to signing a contract. Broker makes no representations as to suitability of  
100 a property to your needs. You acknowledge that any images or other marketing materials provided by the seller  
101 or brokers involved in the transaction electronically or in print may not display the property's features, flaws,  
102 odor(s), or size and that you will not rely on such images when purchasing a property.

103 **18. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media  
104 used in the marketing of the property may continue to remain in publication after Closing. You agree that  
105 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker  
106 is not in control.

107 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media**  
108 **representations or verbal representations of any real estate licensee relative to any of the matters itemized**  
109 **above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they**  
110 **secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice**  
111 **for the advice and counsel about these and similar concerns.**

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

113	_____	_____
114	<b>CLIENT/CUSTOMER</b>	<b>CLIENT/CUSTOMER</b>
115	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
116	Date	Date

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## WIRE FRAUD WARNING

Criminals use many methods to steal our money, even when we are buying or selling a home – particularly involving wire fund transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/ closing agency. Be on the lookout for:

- Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax numbers, texts, calls or social media messages from scammers.
- Any communication requesting information or directing you to a fake website, a criminal's email address or a criminal's bank account.

In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing agency.

### NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

\_\_\_\_\_ Initials \_\_\_\_\_ Initials

Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:

- Call the phone number you used on all your prior calls (if the number came from a personally recognized or known source), or
- Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party source, such as the entity's official website and/or public directory assistance (do not take the phone number directly from the wiring instruction form you received), or
- Make a personal visit to their office at the address you previously met with them.

If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT.** Any wiring instructions sent should be sent in a secured manner.

Be especially aware of any request to change any of the original wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys, title companies and lenders rarely if ever change, so any request to change this information should be handled with caution.

If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages, faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or changes to wire transfer or financing institutions:

- **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.
- Then, call your agent at the phone number you used in all prior calls.

\_\_\_\_\_  
Buyer or Seller                      Date                      Buyer or Seller                      Date

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