

PURCHASE AND SALE AGREEMENT

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

3 _____ (“Buyer”) agrees to buy and the
4 undersigned seller _____ (“Seller”)

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

6 All that tract of land known as: _____
7 (Address) _____ (City), Tennessee, _____ (Zip), as recorded in
8 _____ County Register of Deeds Office, _____ deed book(s), _____ page(s),
9 and/or _____ instrument number and as further described as:

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

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

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

23 _____
24 _____
25 **C. Items that WILL NOT REMAIN** with the Property:

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

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

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

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

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

37 **2. Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided
38 herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of
39 this Purchase and Sale Agreement (hereinafter “Agreement”). The purchase price to be paid is: \$ _____,

40 _____ U.S. Dollars, (“Purchase Price”) which
41 shall be disbursed to Seller or Seller’s Closing Agency by one of the following methods:

- 42 **i.** a Federal Reserve Bank wire transfer;
43 **ii.** a Cashier’s Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
44 **iii.** other such form as is approved in writing by Seller.

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

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

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

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

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

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

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

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

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

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

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

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

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

116 **D. Closing Expenses.**

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

126 **In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property**

127 **Tax Act, (hereinafter “FIRPTA”), Seller additionally agrees that such Tax Withholding must be collected**

128 **from Seller by Buyer’s Closing Agent at the time of Closing.** In the event Seller is not subject to FIRPTA,

129 Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject

130 to FIRPTA. *It is Seller’s responsibility to seek independent tax advice or counsel prior to the Closing Date*

131 *regarding such tax matters.*

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

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

143 _____

144 Simultaneous issue rates shall apply.

145 **Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction**

146 **and may be modified as follows:**

147 _____

148 _____

149 **Closing Agency for Buyer & Contact Information:** _____

150 _____

151 **Closing Agency for Seller & Contact Information:** _____

152 _____

- 153 3. **Earnest Money/Trust Money.** Buyer has paid or will pay within _____ days after the Binding Agreement Date to
- 154 _____ (name of Holder) (“Holder”) located at
- 155 _____ (address of Holder), a Earnest
- 156 Money/Trust Money deposit of \$ _____ by check (OR
- 157 _____) (“Earnest Money/Trust Money”).

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

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

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

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

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

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

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

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

194 **OR**

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

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

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

- 203 Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's
204 responsibility to make timely and proper application to insure such status. Buyer's failure to timely and properly
205 make application will result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer
206 should consult the tax assessor for the county where the property is located prior to making this offer to verify
207 that their intended use will qualify for greenbelt classification.

- 208 Buyer does not intend to maintain the property's Greenbelt status and Rollback taxes shall be payable by the
209 Seller at time of closing.

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

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.

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

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

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

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

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

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

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

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

370 **11. Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon
371 compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation
372 received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and
373 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties
374 to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third
375 party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain
376 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 _____
 472 _____
 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 _____ 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 **BUYER** _____ **BUYER** _____

496 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

497 **Offer Date** _____ **Offer Date** _____

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 **SELLER** _____ **SELLER** _____

504 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

505 **Date** _____ **Date** _____

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.

509 **For Information Purposes Only:**

Listing Company: _____	Selling Company: _____
Listing Firm Address: _____	Selling Firm Address: _____
Firm License No.: _____	Firm License No.: _____
Firm Telephone No.: _____	Firm Telephone No.: _____
Listing Licensee: _____	Selling Licensee: _____
Licensee License Number: _____	Licensee License Number: _____
Licensee Email: _____	Licensee Email: _____
Licensee Cellphone No.: _____	Licensee Cellphone No.: _____

Home Owner's / Condominium Association ("HOA/COA")/ Property Management Company: _____

Phone: _____ Email: _____

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