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**Disclaimer**

The ideas, suggestions and comments made in this class are the opinion of the instructor.

**You MUST** follow the direction of your Broker concerning which forms you use and the way they want you to use those forms.

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TN REALTORS® forms  
**are not TREC forms.**  
TREC does not require the use of any specific forms – your broker does!

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496 04/21/2021 at 1:25 PM a'clock a am X pm Offer Date

497 Offer Date

290 **D. Buyer's Inspection and Resolution.** Within 12 days after the Binding Agreement Date ("Inspection Period"),  
 291 Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood  
 292 Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below.  
 293 *In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein,*  
 294 *the Buyer shall have forfeited any rights provided under this Section 7, and in such case shall accept the Property*  
 295 *in its current condition, normal wear and tear excepted.*

296 **In said notice Buyer shall either:**

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

301 **OR**

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

304 **OR**

305 (3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or  
 306 value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written  
 307 notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.

308 a. Resolution Period. Seller and Buyer shall then have a period of 5 days following receipt of  
 309 the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be  
 310 repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair /  
 311 Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written  
 312 list or Repair/Replacement Proposal marks the end of the Inspection Period and beginning of the  
 313 Resolution Period. *The parties agree to negotiate repairs in good faith during the Resolution*  
 314 *Period.* In the event Seller and Buyer do not reach a mutual written resolution during such  
 315 Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment  
 316 to this Agreement signed by both parties within said period of time, this Agreement is hereby  
 317 terminated. If terminated, Buyer is entitled to a refund of the Earnest Money/Trust Money.

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

319 **A. Closing Date.** This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of  
 320 Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the \_\_\_ day of  
 321 \_\_\_, 2021 ("Closing Date"), or on such earlier date as may be agreed to by  
 322 the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any  
 323 extension of this date must be agreed to by the parties in writing via the Closing Date Possession Date Amendment or  
 324 equivalent written agreement.

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# 5 Elements of a Contract

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## Offer

- An offer is a statement that specifies the position of the maker of the offer (who is called the offeror).

Purchase and Sale Agreement

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12



## Consideration

- The law requires that an exchange of consideration occurs before a contract is enforceable. Consideration is often described as anything that incurs a legal detriment or the foregoing of a legal benefit. In simple terms, each party to a contract must give up something.

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## Parties With Capacity

- To have a valid contract, all parties involved must have contractual capacity. The law insists that all parties have the mental capability to know what the contract represents and to understand its terms.

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14

## A Lawful Purpose



- A valid contract must have as its ultimate purpose some legal act or function.
- **EXAMPLE:** Suppose a sales contract specifies the buyer's intent to utilize the property in violation of current zoning provisions. This clause may give the buyer an "out" that the seller may not recognize.

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## An Acceptance



- Must mirror the precise terms and conditions as stated in the offer.
- If they differ in any way – becomes a counter offer.

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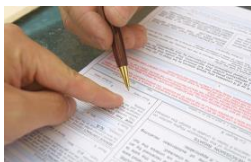
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## Statute of Frauds

- Definition of, Statute of Frauds:
  - A law designed to prevent fraudulent practices involving contracts.



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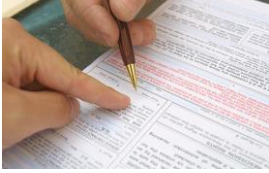
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17

## In Writing



- To be able to enforce an agreement for the sale or purchase of real estate in a court of law, the agreement must be in writing and signed by the party against whom it is being enforced.

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18

## TN Agency Law

- Exercise reasonable skill and care...
  - Licensees are fined by TREC for failing to exercise reasonable skill and care....to the tune of over \$14000 in 2020!



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19

- The biggest lesson you can learn related to filling out the TN REALTORS contract forms is one you learned a long time ago....color inside the lines!
- Your goal is to fill in the existing picture, **NOT** draw a new one!

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20

## Know The Construction

- Sections/Paragraphs
  - Sub-sections/paragraphs
- Language Used
  - “Time is of the essence”
  - “Default”
  - Definition of “days”

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21

Do You Know  
What You Think  
You Know?



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22

## TAR Purchase & Sale Agreement



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1. On the Purchase & Sale Agreement (PSA), what is the instrument number?
  - a. The tax id number on file
  - b. The plat number on file
  - c. A number used by some counties to track property
  - d. None of the above

Book/Page Or Document#
11603/978
2019040300043

11603/978
2019040300043

Line 9

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24

2. On the PSA, what is recommended to be input on the blank line after this statement, "and further described as"?
  - a. Full legal description of property being sold
  - b. Tax ID, Lot number (if applicable) and Subdivision (if applicable)
  - c. Deed book and deed page number
  - d. None of the above

Line 10

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25

## Section 1

- Legal names
- Physical address of the property to include:
 

– County, Deed Book/Page	Book/Page Or Document#
– Instrument #	11603/978
– Tax ID, Lot#, Subdivision	2019040300043

Book/Page Or Document#
11603/978
2019040300043

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26



3. The TN REALTOR bank of forms has a specific form to be utilized for a Condominium Sale that gives the complete legal description?
- a. True  
b. False

Line 10  
RF501  
RF709

27

**CONDOMINIUM LEGAL DESCRIPTION  
EXHIBIT " \_\_\_\_\_ "**

1 Property Address: \_\_\_\_\_  
 2 Buyer: \_\_\_\_\_  
 3 Seller: \_\_\_\_\_  
 4 This Exhibit is part of the Purchase and Sale Agreement with an offer date of \_\_\_\_\_ for the purchase and  
 5 sale of real property located at: \_\_\_\_\_  
 6 **CONDOMINIUM LEGAL DESCRIPTION.**  
 7 All that tract or parcel of land lying and being in Land Lot \_\_\_\_\_ of the \_\_\_\_\_ District \_\_\_\_\_ Section,  
 8 \_\_\_\_\_ County, Tennessee, and being Unit Number \_\_\_\_\_ ("Subject Unit") in Building Number  
 9 \_\_\_\_\_ as shown on that plat of survey dated, prepared by \_\_\_\_\_  
 10 which plat is recorded in Condominium Plat Book \_\_\_\_\_ Page \_\_\_\_\_, \_\_\_\_\_ County  
 11 Register of Deeds Office. The Subject Unit being a part of that property shown on that plat of survey (Master Plot Plan for  
 12 \_\_\_\_\_), which plat is recorded in Condominium Plat Book \_\_\_\_\_ Page \_\_\_\_\_,  
 13 \_\_\_\_\_ County Register of Deeds Office, with the floor plan of the Subject Unit being shown  
 14 particularly on Sheet \_\_\_\_\_ of the Floor Plans for \_\_\_\_\_  
 15 prepared by \_\_\_\_\_, Registered Architect, dated  
 16 \_\_\_\_\_, with the Floor Plan being filed for record with below-described Declaration of Covenants, Conditions and  
 17 Restrictions for \_\_\_\_\_ (the "Declaration"), dated \_\_\_\_\_, recorded in Deed Book  
 18 \_\_\_\_\_ Page \_\_\_\_\_, \_\_\_\_\_ County Register of Deeds Office. The interest herein  
 19 conveyed includes without limiting the generality of the foregoing, an undivided \_\_\_\_\_ % interest in the "common area"  
 20 of the "Property" of \_\_\_\_\_ as the same terms are defined and described in that  
 21 Declaration together with all lighting fixtures attached thereto, all electrical, mechanical, plumbing, air-conditioning, and other  
 22 systems or fixtures as are attached thereto and all plants, trees, and shrubbery now a part of the property.

28

**REQUEST FOR CONDOMINIUM ASSOCIATION INFORMATION**

1 Property Address (including Unit Number) \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 Association and/or Developer (Declarant) \_\_\_\_\_  
 4 Seller \_\_\_\_\_  
 5 Buyer \_\_\_\_\_  
 6 Requesting Party and Relationship \_\_\_\_\_  
 7 Address of Requesting Party \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 Pursuant to Tenn. Code Ann. § 66-27-501, the requesting party as authorized agent for  
 10 hereby requests that the following documents be provided to him/her within ten (10) business days of receipt (Declarant or  
 11 Association is only required to supply the checked items. Those items not checked are not being requested):  
 12 \_\_\_\_\_  
 13 ( ) 1. The names and principal addresses of the Declarant or person(s) upon whom the developer a condominium development and  
 14 has filed a declaration with the County Register of Deeds Office, the Association and the condominium (the name  
 15 and address of Declarant is only requested if the Association is still under Declarant control).  
 16 ( ) 2. A copy of the recorded, or if not recorded then in substantially final form, in the most available, master deed or  
 17 declaration, bylaws, charter or articles of association of the Association, and all amendments and exhibits to each  
 18 of the foregoing.  
 19 ( ) 3. A copy of the current rules and regulations of the Association.  
 20 ( ) 4. The most recent balance sheet, income statement and approved budget for the Association for, if there has never been  
 21 an approved budget, then the proposed budget. The budget must include, without limitation:  
 22 i. A statement of the amount, or a statement that there is no amount, included in the budget as a reserve  
 23 for repairs and replacements, and whether or not any study has been done to determine their  
 24 adequacy and if a study has been done, when the same will be made available for review and  
 25 acceptance;  
 26 ii. A listing of any other reserves;  
 27 iii. The prorated aggregate annual common expense assessment by category of expenditures for the  
 28 Association;  
 29 iv. The prorated monthly common expense assessment, or the method of calculating each unit's share  
 30 of such assessment, for each type of unit;  
 31 v. A description of any subleasehold interest by the common elements or other amenities owned by  
 32 the Association or available for the use of the unit owners;  
 33 vi. A description of any lease affecting the common elements or amenities owned by the Association  
 34 or available for the use of the unit owners;  
 35 ( ) 5. Minutes of all meetings of the members and/or the board of directors of the Association for the twenty-four (24) month  
 36 period ending on the date of the request;  
 37 ( ) 6. The current monthly assessment and any special assessment applicable to the unit in question, and the amount of any  
 38 delinquency in any assessment applicable to such unit;  
 39 ( ) 7. Any fees or assessments due as a result of a transfer of the applicable unit.

29

4. On the PSA you see these words: fixtures, landscaping, improvements and appurtenances.

How are these defined?

- a. Fixtures:
- b. Landscaping:
- c. Improvements:
- d. Appurtenances:

Line 11

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30

### Fixtures???



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31

### Court Determines By...

- M = Method of attachment
- A = Agreement between the parties
- R = Relationship of the parties
- I = Intention of the parties
- A = Adaptation of the article to the real property.

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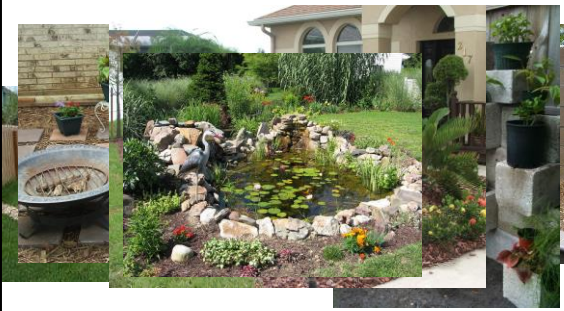
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32

## Landscaping



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## Improvements???

- Any structure added to or benefiting the land or enhancing value such as a house, fence, curbs, sidewalks, outbuildings, etc.



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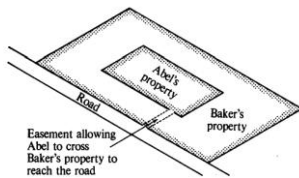
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## Appurtenance???

- An incidental right attached to a principal property right. Goes with the land.



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## Pre-Printed Fixture Items



- Some fixtures are **PRE-PRINTED** as included in the sale (if present). If the seller does not wish to include them, you specifically address these items – in writing. **NEVER** assume anything.
- Items included in the Listing Agreement or MLS Info Sheet are **NOT** part of the Binding Agreement between the parties.

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36

5. On the lines following the statement, “Other items that remain with the property at no additional cost to Buyer”, it is appropriate to input
- a. As per MLS number 1234567
  - b. As per the TN Residential Property Condition Disclosure
  - c. Specific information including make, model, color, location of items and other pertinent information so as to be clear between the Buyer and the Seller
  - d. None of the above

Line 22-24

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37

## Personal Property

- ...movable property; belongings exclusive of land and buildings.



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38

6. According to the PSA, fuel, if any, will be adjusted and charged to the Buyer and credited to the Seller at closing, at current market prices?

- a. True
- b. False



Line 36

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## Section 2



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7. You will see the term "good faith" throughout the PSA. What do you think this term means?

– Honesty or Sincerity of Intention

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8. Is there an addendum that must be attached to the PSA when the Buyer is applying for an FHA or VA loan?

a. Yes

b. No

Line 56-57  
RF625

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42

### Type of 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 _____

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43

9. Can a Buyer apply for a different loan than the one initially indicated in the PSA?

a. Yes

b. No

10. Is there any caveat to the Buyer applying for a different loan than the one initially indicated in the PSA?

a. Yes

b. No

Line 59-60

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44

11. What must a Buyer do within three (3) days after the Binding Agreement Date?

- a. Secure evidence of hazard insurance
- b. Notify Lender of an intent to proceed
- c. Request the Lender order the appraisal & pay for the appraisal
- d. Make application for the loan

Lines 64-67

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45

12. What six items must be in place before a Buyer can make application for the loan?

- a. Name, phone, social security, home address, employer information and credit inquiry
- b. Name, phone, social security, home address, spouse or significant other name and address of the property
- c. Name, phone, social security, home address, loan amount sought and income
- d. Name, social security number, loan amount sought, income, estimated value and address of the property

Per CFPB

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46

13. What must a Buyer do within fourteen (14) days after the Binding Agreement Date? This question has more than one answer.

- a. Secure evidence of hazard insurance
- b. Notify Lender of an intent to proceed
- c. Request the Lender order the appraisal & pay for the appraisal
- d. Make application for the loan

Lines 64-74

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47

14. How many days, **under the Federal rule of the Consumer Financial Protection Bureau**, does a Buyer have to shop for their ideal loan after making application for a loan?

- a.3
- b.5
- c.10
- d.14

Per the CFPB

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48

15. How many days, **in the PSA**, does a Buyer have to shop for their ideal loan after making application for a loan?

- a.3
- b.5
- c.10
- d.14

Lines 68-69

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49

16. Must the Buyer inform the Seller of completing the three (3) and fourteen (14) day loan obligations?

- a.Yes
- b.No

Line 81

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17. Does a Pre-Qualification statement from the Buyer's lender relieve the Buyer of having to make the notifications included in the Loan Obligations?  
a.Yes  
b.No

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51

18. Should a Buyer fail to timely comply with the three (3) and the fourteen (14) day requirements under the Loan Obligations, does the seller have any recourse?  
a.Yes  
b.No

Lines 81-84

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52

19. May a Buyer be found to be in default (breach) of the contract with the Seller by not complying with the three (3) and the fourteen (14) day requirements under the Loan Obligations?  
a.Yes  
b.No

Lines 82-84

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53

20. When a Buyer is in default (breach) of the contract, what is an item they may be required to immediately forfeit?

- a. The earnest/trust money
- b. The down payment
- c. The home inspection
- d. The appraisal

Lines 377-378

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54

• The Buyer has

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.

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## Section 12-Default

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

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56

## Making "Application"

1. Name
2. Social Security Number
3. Loan amount sought
4. Income
5. Estimated Value
6. Address of Property




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57

## May 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13 Under Contract	14 Day 1	15 Day 2	16 Day 3
17	18 Day 3 RF656 by 11:59pm	19	20	21	22	23 Day 3 RF656 by 11:59pm?
24	25	26	27	28	29	30
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58

## May 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11 Under Contract	12 Day 1	13 Day 2	14 Day 3 RF656 by 11:59pm	15 Day 4	16 Day 5
17 Day 6	18 Day 7	19 Day 8	20	21 Day 10	22 Day 11	23 Day 12
24 Day 13	25 Day 14 RF656 by 11:59pm?	26 Day 14 RF656 by 11:59pm	27	28	29	30
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59

Buyer has made application for loan and is notifying Seller and/or Seller's Representative of the name and contact information of the Lender. Buyer has also instructed Lender to order and has paid for the credit report. Lender's name and contact information is:

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## RF656

Buyer warrants and represents the following:

- Buyer has secured evidence of hazard insurance which will be effective at Closing and has provided Seller with the name of the hazard insurance company: \_\_\_\_\_
- Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
- Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.

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60

21. Under the Loan Obligations section of the PSA, does it indicate that if a Buyer has a house to sell or lease they cannot use that as a basis for loan denial unless otherwise stated in the Agreement?

- a. Yes
- b. No

Lines 77-78

22. The bank of forms from TN Realtors has a form to use for the scenario when a Buyer needs to sell a house before buying one?

- a. Yes
- b. No

RF623/624

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61

## Buyer Has A House To Sell/Close



1. Line 58 – “Other” – See Special Stipulations
2. Special Stipulations, Section 18 – Example: Lines 77-78: Buyer represents that this Agreement is contingent on the sale of other real property. See Buyer's First Right of Refusal Addendum, RF623
3. List Buyer's First Right of Refusal Addendum RF623 in Section 17 Exhibits and Addenda.
4. Fill out, with Buyer, the RF623 and submit with initial offer.

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62

23. If your Buyer goes out and buys new furniture for their new house, on credit, before closing is it a possibility it will affect their ability to obtain the loan for the house?

a. Yes  
b. No

Lines 79-80

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63

**The Ten Commandments  
When Applying For A Real Estate Loan**

1. Thou shalt not get married, change jobs, become self-employed or quit your job.
2. Thou shalt not buy a car, truck or van (or you may be living in it)!
3. Thou shalt not use charge cards excessively or let your accounts fall behind.
4. Thou shalt not spend money you have set aside for closing.
5. Thou shalt not omit debts or liabilities from your loan application.
6. Thou shalt not buy furniture or appliances.
7. Thou shalt not originate any inquiries into your credit.
8. Thou shalt not make large deposits without first checking with your loan officer.
9. Thou shalt not change bank accounts.
10. Thou shalt not co-sign a loan for anyone.

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64

24. According to the PSA how many days does a Buyer have to furnish proof of available funds to close in a Financing Contingency Waived transaction?

a. 3  
b. 5  
c. 10  
d. 14

Lines 87-89

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65

25. In a Financing Contingency Waived transaction and the Buyer wants to have an appraisal completed on the house, how many days does the Buyer have to notify the Seller of who the appraiser is and the telephone number of the appraiser?

- a. 3
- b. 5
- c. 10
- d. 14

Lines 93-95

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66

## Financing Contingency Waived

**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.




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67



26. How many days do the Buyer and Seller have to remedy an under-appraised house before the Buyer is purchasing the house at the appraised value or the Agreement is terminated?

- a. 3
- b. 5
- c. 10
- d. 14

Lines 106-111

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68



27. If a house does not appraise the Buyer and Seller **MUST** renegotiate the purchase price?  
a. Yes  
b. No

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69

28. In the PSA, you must address who will pay the cost of title search, mortgagee's and owner's policies?  
a. Yes  
b. No

Lines 141-142

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70

29. It is recommended that on the PSA form, you ask the Seller to contribute to the Buyer's expenses in the Special Stipulations paragraph of the form?  
a. Yes  
b. No

Lines 145-148

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71

## Closing Expenses



In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property  
Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction  
and may be modified as follows:

regarding such tax matters.



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72

## Closing Agency

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

Closing Agency for Seller & Contact Information : \_\_\_\_\_

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73

## Section 3



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74



30. In the state of Tennessee, it is a requirement that a Buyer pay earnest/trust money for there to be a valid contract?  
a.Yes  
b.No

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75

31. If a licensee does not timely receive earnest/trust money or if the earnest/trust money is not honored for any reason by the bank it is drawn upon, the Holder MUST promptly notify the other party.  
a.Yes  
b.No

Lines 158-161

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76

32. If a licensee does not timely receive earnest/trust money or if the earnest/trust money is not honored for any reason by the bank it is drawn upon, the Buyer has how many days to deliver earnest/trust money in immediately available funds to the Holder?  
a.3  
b.5  
c.1  
d.14

Lines 161-162

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77

33. According to the PSA, earnest/trust money cannot be disbursed prior to \_\_\_\_\_ days after deposit unless written evidence of clearance by bank is provided.

- a.3
- b.5
- c.10
- d.14

Lines 182-183

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78

What significance do the numbers 14 and 21 have to do with Earnest Money?

- a. 14 days to disburse after deposit unless evidence of clearance by bank is provided
- b. TREC Rule 1260-02-.09 # 7 – 21 days to disburse or interplead after written request received.

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79

According to the PSA, you must make a copy of any Earnest/Trust Money check you receive and email to the cooperating agent.

- a. True
- b. False



No line number...is not in the document

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80

## Section 4



81

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34. Whether you are closing early or having to extend the closing date, you must have the Buyer and Seller agree in writing to do either one?

- a. Yes
- b. No

Lines 187-190

82

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35. If the Buyer is going to move in early OR the Seller is going to remain in the house after closing, there is an additional TN REALTOR form both parties must sign?

- a. Yes
- b. No

RF626  
RF627

83

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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 \_\_\_\_\_ day of \_\_\_\_\_ ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

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

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;

RF657

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84

36. According to the PSA, real estate taxes, rents, dues, maintenance fees and association fees for prior years shall be paid by the

a. Buyer  
b. Seller  
c. Closing Agency  
d. HOA or Condo Association

Lines 198-199

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85

37. According to the PSA, who pays for the cost of transferring any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties to the Buyer?

a. Seller  
b. Buyer

Lines 213-215

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86

38. According to the PSA, who shall be responsible for all homeowner or condominium association transfer fees, related administration fees, capital expenditures/contributions incurred due to the transfer of Property?

- a. Buyer
- b. Seller

Lines 216-220

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87

## Section 5



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88

39. What are the two options the Buyer has if the title examination discloses material defects?

- a. Accept the property with the defects or sue the seller
- b. Accept the property with the defects or require the seller to remedy the defects within 15 days after closing
- c. Accept the property with the defects or require the Seller to remedy the defects prior to closing
- d. Accept the property with the defects or require the Seller to extend the closing for 15 days

Lines 230-238

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89

40. Does it matter in what manner the Buyer takes title to the property?  
a. Yes  
b. No

Lines 245-246

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90

**Section 6: Lead Based Paint Disclosure**

**Buyer Acknowledgment**

- 1) Buyer has received copies of all records, reports and information listed above (if any);
- 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
- 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);
- 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

**Buyer to check one box below:**

- Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint and/or lead-based paint hazards.

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91

**Section 7**



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92

Dear Licensed Tennessee Real Estate Professional:

The record-setting pace and sale prices in Tennessee's real estate market are the talk of news stories, office water coolers and social media. While the Volunteer State's strong housing market is proof that Tennessee has the right mix of leadership, employment and recreational opportunities, some consumers and real estate professionals may find themselves caught up in the breakneck pace and overlook crucial information when it comes to the role that home inspectors can play in the purchase of a home.

The Tennessee Department of Commerce & Insurance (TDCI) and the Tennessee Real Estate Commission (TREC) want to eliminate confusion that may arise when it comes to home inspections and the role home inspectors play.

Home inspections are an educational asset that can help buyers make informed choices about the home they are considering purchasing. A licensed home inspector is an independent professional apart from the real estate agent or mortgage lender who provides a visual evaluation of the property.

TREC reminds real estate professionals and consumers alike to learn what a home inspector actually does during an inspection. During an inspection, a home inspector visually inspects a home's structural components (foundation, floors, roof and walls), windows, heating and cooling systems,

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93

41. According to the PSA, in the event the Buyer elects to contract with a third party (Uncle Joe the contractor, Brother Billy, home inspector, etc.) to obtain a home inspection, said inspection shall be conducted by a licensed home inspector?

- a. Yes
- b. No

Lines 257-259

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94

42. The State of Tennessee has defined what a "home inspection" is?

- a. Yes
- b. No

62-6-302 #3(A)

43. The State of Tennessee has defined what a "home inspector" is?

- a. Yes
- b. No

62-6-302 #5

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95

45. May the Buyer do his/her own home inspection?  
 a. Yes  
 b. No Lines 259-260

46. May the Buyer have a structural engineer, or a licensed general contractor do the home inspection?  
 a. Yes  
 b. No 62-6-302 (5)

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96

### Home Inspectors Info

They have their own division at TN.Gov  
 They have their own rules  
 They have a complaint process




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97

### Home Inspector Definitions

- **62-6-304 - (3) (A)** "Home inspection" means a visual analysis for the purpose of providing a professional opinion of the condition of a residential building, ancillary buildings, any reasonably accessible installed components and the operation of the building's systems, including any controls normally operated by the owner of the building, for the following components:
  - (i) Heating systems;
  - (ii) Cooling systems;
  - (iii) Electrical systems;
  - (iv) Plumbing systems;
  - (v) Structural components;
  - (vi) Foundations;
  - (vii) Roof coverings;
  - (viii) Exterior and interior components; and
  - (ix) Any other site aspects that affect the residential dwelling;

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98



• “Home inspection” does not mean a compliance inspection for building codes or any other codes adopted by this state or a political subdivision of this state. “Home inspection” does not mean any work that is within the scope of practice of architecture, engineering or landscape architecture or is performed by a person qualified to use the title “registered interior designer,” all as defined in chapter 2 of this title. “Home inspection” also does not mean an inspection or assessment by a lender, either as a part of an evaluation of value or for purposes of determining whether or not to extend credit; provided, that that inspection or assessment shall not be represented as a “home inspection report”;

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99

• **(5)** “Home inspector” means any person who is licensed under this part as a home inspector and who engages in the business of performing home inspections and writing home inspection reports; and

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100

### What Should Be in a Home Inspection per TCA

• A statement that the report does not address subterranean systems or system components, operational or nonoperational, including:

- **(i)** Sewage disposal;
- **(ii)** Water supply; or
- **(iii)** Fuel storage or delivery;

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101

- A statement that the report does not address environmental hazards, including:
  - (i) Lead-based paint;
  - (ii) Radon;
  - (iii) Asbestos;
  - (iv) Cockroaches;
  - (v) Rodents;
  - (vi) Pesticides;
  - (vii) Treated lumber;
  - (viii) Fungus;
  - (ix) Mercury;
  - (x) Carbon monoxide; or
  - (xi) Other similar environmental hazards;
- A statement that the report does not address wood destroying insects and organisms;

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102

46. The Buyer can require the Seller to have the carpets, gutters or home cleaned or the HVAC unit serviced, per the PSA.

a. Yes  
b. No  
c. Who Knows

Lines 268-269

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103

47. It is required by law that a Buyer have a Wood Destroying Insect Infestation Inspection (Termite Letter) completed in order to purchase a house?

a. Yes  
b. No

48. The Wood Destroying Insect Infestation Inspection (Termite Letter) is not needed until it is time to close and it is acceptable to email the report to the Closing Agency a day or two before closing?

a. True  
b. False

Lines 285-286

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104

49. If the Buyer does not have the home inspection completed **AND** provide written notice to the seller by 11:59pm of the last day of the agreed upon inspection period, the Buyer forfeits any rights under the inspection paragraph and accepts the property in its current condition?

- a. Yes
- b. No

Lines 293-295

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105

50. It is recommended that when completing a Repair/Replacement proposal that you input "See attached Summary Report" on the form and submit the form along with a copy of the home inspection report to the listing agent?

- a. Yes
- b. No

	2021	2020	2019	2018
Show <input type="checkbox"/> entries				
Topic	Question	Answer		
Inspection Report	When a buyer does an inspection and sends a repair proposal to the seller, should the agent also send a full inspection report to the listing agent? If yes or no, what are the reasons for it?	No. The contract specifically says that supporting information from the inspection report for repairs is only to be provided in the event that the seller requests it. The Tennessee REALTOR® Form Committee included this language into the form because every inspection reports places a huge burden and responsibility on the agent. Agents would then have to read and assess an entire report constituted an adverse fact. Therefore, it should only be provided in the event that the seller requested it. And at that time, only send the pertinent information for the repairs requested, never the full report. There could also be copyright issues with sharing the report since the report was made for the buyer, and typically the buyer signs saying they will not share the report.		

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106

**Should Buyer's Agent See the Inspection Report? August 2019 Digest**

**Question:** Should agents working with buyers receive a copy of the home inspection? In June 2018, you state that the home inspection should not go to the seller's agent due to ownership issues and possible copyright violations. From that, I have inferred that agents working with buyers could, in fact, see the home inspection report. We have had instructor(s) put such a fear into agents that they don't want to have anything at all to do with the report. Should the buyer's agents, whether operating in agency or not, see the report in order to be able to advise their customers/clients how to proceed?

**Answer:** Several issues come into play when talking about a buyer's agent getting a copy of the home-inspection report.

- The inspection report stems out of an agreement between the buyer and home inspector. The home inspector prepares it for the buyer. The buyer may breach their agreement with the home inspector if they share it with other parties, such as their real estate agent.
- If an agent is asked to review an inspection report and interpret it for the buyer, this brings liability to the agent, and the agent would be acting outside of their realm as a real estate agent.
- Once an agent views an inspection report, they will then have actual knowledge about adverse facts concerning the property that will need to be disclosed to potential buyers, should this buyer buy the property and then use the same agent to see the property later. The agent will likely have a hard time remembering what appeared on the report but will nonetheless be expected to make all appropriate disclosures.

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107

**Inspection Report: Additional Information**

As your state association, Tennessee REALTORS® is committed to helping you serve your clients with the highest standards of professionalism, ethics, and customer service throughout the homebuying and selling process. The hotline Q/A in *The Digest*, our weekly member e-newsletter, on Monday August 26, 2019 addressed one critical part of that process.

It's important to note that the article did not state that the law explicitly forbids a licensee from viewing a home-inspection report. (It does not.) However, our legal team answered the member's question in light of our commitment to make REALTORS® aware of any risks and potential liability involved with all aspects of the profession.

The three main issues addressed in the answer-permission from the home inspector to share the report, interpreting a report for the buyer, and the disclosure of adverse facts-are areas in which concerns have arisen leading to multimillion-dollar lawsuits against brokerages and licensees.

In a recent case, the Tennessee Real Estate Commission (TREC) originally found that a licensee has actual knowledge of adverse facts which he failed to disclose to parties in a transaction, since the home-inspection report had been emailed to him. It turned out that the agent had not opened or read the report, but if he had, he would have been liable for this adverse facts.

We appreciate and respect the robust dialogue that this topic generated. It reminds us that Tennessee is blessed with sharp, engaged members who are dedicated to servicing clients with unparalleled excellence.

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108

51. According to the PSA, if the Buyer and the Seller do not reach a resolution to the Repair/Replacement proposal by 11:59pm on the last day of the Resolution Period, the Buyer and Seller may execute an Amendment to the Agreement the next morning stating they both wish to continue the contract and at that time negotiate a Repair/Replacement Amendment?

- a. Yes
- b. No

Lines 314-317

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109

52. If the Buyer does not like the restrictions, covenants, neighborhood or HOA they can terminate the contract during the home inspection process?

- a. Yes
- b. No



Not part of Home Inspection-Section 9

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110

**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.

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111

When does the resolution Period start?

Upon delivery from Buyer to Seller of the Repair/Replacement Proposal – [RF654](#)




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112

53. If the Buyer waives inspection by checking the Waiver of All Inspections box on the PSA, they are also waiving the Wood Destroying Insect Infestation Inspection (Termite Letter) ?

a. Yes

b. No

Lines 318-320

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113

# Waiver of All Inspections

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).



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114

# Section 8



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115

54. According to the PSA, if the Buyer is concerned about a survey, flood certification, insurability, water supply, waste disposal (septic) or restrictions and covenants (title exceptions), he/she should address the concern by specific contingency in the Special Stipulations section of the PSA?

- a. Yes
- b. No

Section 9

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116

## Section 9

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

### ADDITIONAL CONTRACT LANGUAGE (Language to be inserted in Offers, Counters, Addenda, Amendments or Special Stipulations)

1 These paragraphs are provided as **examples of situations** that may occur during real estate transactions. They are listed here  
2 for your use to be inserted into the appropriate forms.

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.

117

55. According to the PSA, it is strongly recommended that both the Buyer and Seller – if they have any concerns surrounding the Property should secure the services of appropriately credentialed experts/professionals for independent expert advice and counsel?

a. Yes

b. No

Section 10  
RF304-  
Disclaimer Notice

118

### DISCLAIMER NOTICE

1 The Brokers and their affiliated licensees (hereinafter collectively "Licensees") are not attorneys and are not  
2 structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate  
3 transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of  
4 the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not  
5 rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the  
6 following matters: for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on  
7 the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and  
8 availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller  
9 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,  
10 representations, or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any  
11 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it  
12 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,  
13 that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the  
14 independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing  
15 materials, and digital media used in the marketing of the property may continue to remain in publication after Closing.  
16 Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media  
17 which the Broker is not in control.  
18 Failure to inspect typically means that you are accepting the property "as is".

119

## Section 11 - Brokerage



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56. According to the PSA, if the Buyer defaults they forfeit their earnest money as a credit against the Seller's damages?

- a. Yes
- b. No

Section 12

121

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## Section 12-Default

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

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## Section 13



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57. What does "time is of the essence" mean?

1. When used in a contract, places the other party on notice that failure to complete a required performance by a date certain set forth therein will constitute an incurable breach.

Line 411

58. According to the PSA, what are the five (5) ways notice can be delivered?

1. In person, prepaid overnight delivery service, fax, USPS postage prepaid registered or certified return receipt or email.



Lines 429-434

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## Section 14

- H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.
- I. Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial status, or national origin.
- J. 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. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.
- K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

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## Section 15

**15. Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering into a contract with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request; (e) any single-family residence located on the Property has been moved from an existing foundation to another foundation where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was issued during a sewer moratorium pursuant to TCA § 68-221-309. If so, Buyer may have a future obligation to connect to the public sewer system.

No Seller exempt from these disclosures. On all forms.

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## Section 16

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

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## Section 17



59. Name items that should be listed in the Exhibits and Addenda paragraph of the PSA:

- Anything that has the words "Exhibit" or "Addendum" in the name of the form.
- VA/FHA Addendum
- Buyers First Right of Refusal Addendum
- Backup Agreement
- Condominium Legal Exhibit

Lines 466-469

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## Section 18



### Article 13

REALTORS® shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any party to the transaction requires it.



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### • Special Stipulations:

- Check to see if there is another TN REALTOR form to address the situation – 1<sup>st</sup>!
- Handwritten provisions prevail.
- Reference the line number when making changes.
- Whenever possible use the same verbiage included in the pre-printed portion of the PSA only changing what is necessary.
- Use to make simple changes- not to re-write the document.
- Use RF707 language provided by TN REALTORS

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1. Can you lose your license for not having a time limit of the offer filled in on the PSA?
  - a. Yes
  - b. No

Lines 480-481  
62-13-312 #9

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## Section 19

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

### TCA 62-13-312 #9

(9) Using or promoting the use of any real estate listing agreement form, real estate sales contract form or offer to purchase real estate form that fails to specify a definite termination date;

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## Legal Stuff

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

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

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

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**“Write Every Offer To Purchase As If You Were Preparing To Go To Court”**

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