



PRYOR REALTY, INC.

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,
16 fireplace doors and attached screens; all security system components and controls; garage door opener and all (at
17 least ___) remote controls; an entry key; swimming pool and its equipment; awnings; permanently installed
18 outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and
19 backboards; TV mounting brackets (but excluding flat screen TVs); antennae and satellite dishes (excluding
20 components); and central vacuum systems and attachments.

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

22
23
24
25
26 **C.** Items that **WILL NOT REMAIN** with the Property:

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28
29 **D. LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel
30 tank, etc.): _____.
31 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid
32 in full by Seller at or before Closing.

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

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

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

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

42 (“Purchase Price”) which shall be disbursed to Seller or Seller’s Closing Agency by one of the following methods:

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

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

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

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

- 57 Conventional Loan FHA Loan; attach addendum
58 VA Loan; attach addendum Other _____

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

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

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

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

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

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

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

118 **D. Closing Expenses.**

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

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

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

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

145 _____
 146 Simultaneous issue rates shall apply.

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

149 _____
 150 _____

151 **Closing Agency for Buyer:** _____

152 **Closing Agency for Seller:** _____

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”).

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

160 by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit
161 the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust
162 Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default
163 and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written
164 notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust
165 Money in immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have
166 waived his 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)
168 is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest
169 Money/Trust Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 19
170 herein. Holder shall disburse 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 paragraph. 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 29 day of
187 June, 2018 ("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.
189 Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date
190 Amendment or 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,
199 dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller.

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

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

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

211 5. Title and Conveyance.

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

- 214 (1) zoning;

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- 215 (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding
216 Agreement Date upon which the improvements do not encroach;
217 (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
218 Binding Agreement Date; and
219 (4) leases and other encumbrances specified in this Agreement.

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

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

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

234 **B. Deed.** Deed is to be made in the name of _____.
235 The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer's responsibility
236 to consult the closing agency or attorney prior to Closing.

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

- 238 does not apply. does apply (Property built prior to 1978).

239 **7. Inspections.**

240 **A. Buyer's Right to Make Inspection(s).** All inspections/reports, including but not limited to the home inspection
241 report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation
242 Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise
243 stipulated in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third
244 party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a
245 licensed Home Inspector. However, nothing in this paragraph shall preclude Buyer from conducting any inspections
246 on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed)
247 professional to conduct inspections of particular systems or issues within such professional's expertise or licensure,
248 including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as
249 said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. **Seller shall cause**
250 **all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all**
251 **inspections and tests under this Agreement.** Buyer agrees to indemnify Seller from the acts of himself, his
252 inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's
253 obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall
254 remain enforceable. **Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or**
255 **finish items) disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet**
256 **current building codes, unless required to do so by governmental authorities.**

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

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

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

269 The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding
270 _____ for evidence of active infestation and/or damage.
271 Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or
272 the end of the Inspection Period, whichever is earlier. If the Report indicates evidence of active infestation, Seller
273 agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing.
274 Requests for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to
275 Subparagraph 8.D., Buyer's Inspection and Resolution below.

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

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

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

287 **OR**

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

290 **OR**

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

- 294 a. Resolution Period. Seller and Buyer shall then have a period of _____ days following receipt of
295 the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to
296 be repaired or replaced with like quality or value by Seller, which shall be evidenced by the
297 Repair / Replacement Amendment or written equivalent(s). *The parties agree to negotiate repairs
298 in good faith during the Resolution Period.* In the event Seller and Buyer do not reach a mutual
299 written resolution during such Resolution Period or a mutually agreeable written extension thereof
300 as evidenced in an Amendment to this Agreement signed by both parties within said period of
301 time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the
302 Earnest Money/Trust Money.

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

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

- 306 **8. Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of
307 Property on the Closing Date or within ___ day(s) prior to the Closing Date only to confirm Property is in the same or
308 better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all
309 repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such
310 condition until Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of
311 the time of Closing, unless otherwise noted in writing.

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

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

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

- 322 C. **Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of
 323 Buyer to determine the compliance of the system with state and local requirements. [For additional information on
 324 this subject, request the “Water Supply and Waste Disposal Notification” form.]
- 325 D. **Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of
 326 Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a
 327 fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation,
 328 Division of Ground Water Protection. [For additional information on this subject, request the “Water Supply and
 329 Waste Disposal Notification” form.]
- 330 E. **Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium
 331 declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use
 332 of the Property by Buyer.
- 333 10. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting
 334 Seller and/or Buyer and their brokers (collectively referred to as “Brokers”) are not parties to this Agreement and do not
 335 have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers
 336 shall not be responsible for any of the following, including but not limited to, those matters which could have been
 337 revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or
 338 cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological
 339 issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering
 340 into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic
 341 materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility,
 342 sewer, septic, or community amenities; for any proposed or pending condemnation actions involving Property; for
 343 applicable boundaries of school districts or other school information; for the appraised or future value of the Property;
 344 for square footage or acreage of the Property; for any condition(s) existing off the Property which may affect the
 345 Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of the Property whether
 346 permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and
 347 that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated
 348 licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees)
 349 involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other
 350 matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed
 351 experts and professionals of Buyer’s or Seller’s choice for the independent expert advice and counsel relative thereto.
- 352 11. **Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon
 353 compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation
 354 received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and
 355 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All
 356 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a
 357 third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to
 358 maintain an action on this Agreement for any and all compensations due and any reasonable attorney’s fees and court
 359 costs.
- 360 12. **Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and
 361 shall be applied as a credit against Seller’s damages. Seller may elect to sue, in contract or tort, for additional damages
 362 or specific performance of the Agreement, or both. Should Seller default, Buyer’s Earnest Money/Trust Money shall be
 363 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this
 364 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement
 365 (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled
 366 to recover all costs of such enforcement, including reasonable attorney’s fees. In the event that any party exercises its
 367 right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the
 368 right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties
 369 hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights
 370 and/or obligations as a defense in the event of a dispute.
- 371 13. **Home Protection Plan.** This is not a substitution for Home Inspection. Exclusions to coverage may apply. **(Select the**
 372 **appropriate box below. Items not selected are not part of this Agreement).**
- 373 **Home Protection Plan.** _____ to pay \$ _____ for the purchase of a limited home
 374 protection plan to be funded at Closing. Plan Provider: _____.
 375 Ordered by: _____ (Real Estate Company)

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- **Home Protection Plan waived.**

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14. Other Provisions.

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A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

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

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

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

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E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined in paragraph 4 herein), Date of Possession (as defined in paragraph 4 herein), Completion of Repair Deadline (as defined in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in paragraph 20 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

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

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G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

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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.

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I. Equal Housing. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

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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

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427 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in
428 conformity with state and federal law.

429 **K. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any
430 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

431 **L. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the
432 content of this Agreement or limit the scope of any Section.

433 **15. Seller's Additional Obligations.** If Seller has any knowledge of an exterior injection well, a sinkhole as defined
434 pursuant to Tenn. Code Ann. § 66-5-212(c), and/or a percolation test or soil absorption rate on the Property, Seller shall
435 be obligated to counter this offer by disclosure of the existence of the above including any tests and reports unless
436 disclosure has already been received and acknowledged in writing by Buyer. Seller shall also disclose in the same
437 manner whether any single family residence located on the Property has been moved from an existing foundation to
438 another foundation where such information is known to the Seller. Seller shall also be obligated to counter this offer to
439 disclose if the Property is located in a Planned Unit Development (PUD) as defined pursuant to Tenn. Code Ann. § 66-5-
440 213 unless said disclosure has already been received in writing and acknowledged by Buyer. If the Property is in a PUD,
441 Seller agrees to make available copies of the development's restrictive covenants, homeowner bylaws, and master deed
442 to Buyer upon request.

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

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

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454 **18. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

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479 **19. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
480 countered or accepted by 12:00 o'clock a.m./ p.m.; on the 24 day of May, 18.

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

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

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

491 Buyer hereby makes this offer.

492 _____
493 **BUYER** **BUYER**

494 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
495 **Offer Date** **Offer Date**

496 Seller hereby:

497 **ACCEPTS** – accepts this offer.
498 **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
499 **REJECTS** this offer and makes no counter offer.

500 _____
501 **SELLER** **SELLER**

502 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
503 **Date** **Date**

504 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
505 the last offeror, or licensee of the offeror, receives notice of offeree's acceptance.
506 Notice of acceptance of the final offer was received by _____ on
507 _____ at _____ o'clock am/ pm
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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: _____
Home Owner's / Condominium Association ("HOA/COA"):	
HOA / COA Phone: _____	HOA/COA Email: _____
Property Management Company: _____	
Phone: _____	Email: _____

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