



NOTIFICATION

1 This is NOTIFICATION from the Seller (Notifying Party) to Buyer OR Buyer (Notifying Party) to Seller.
2 This NOTICE is hereby tendered in accordance with the provisions of that certain Purchase and Sale Agreement for the
3 purchase and sale of real property located at: _____
4 with a

5 Binding Agreement Date of _____ OR Offer Date of _____

6 **CHECK THE BOX(ES) THAT APPLY:**

7 **Notification from Buyer to Seller:**

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

11 _____
12 _____

13 2. Buyer has waived his financial contingency and is furnishing proof of available funds in the following
14 manner: _____ . *Documentation attached.*

15 3. Buyer has waived his financial contingency and is providing Seller with the name and telephone number
16 of the appraiser who will conduct the appraisal on the property:

17 _____

18 4. Appraised value did not equal or exceed the Purchase Price. Buyer will notify Seller of decision to
19 terminate agreement or waive contingency within 3 days per the terms stated in the Purchase and Sale
20 Agreement.

21 5. Appraised value did not equal or exceed the Purchase Price. Buyer **WAIVES the appraisal contingency**
22 in the Purchase and Sale Agreement.

23 6. Appraised value did not equal or exceed the Purchase Price. Buyer is exercising the right to terminate and
24 hereby requests refund of Earnest Money/Trust Money.

25 7. Having acted in good faith, Buyer is unable to obtain financing and is exercising the right to terminate
26 and hereby requests refund of Earnest Money/Trust Money.

27 8. Buyer has changed lenders and is notifying Seller that the new Lender’s name and contact information is:

28 _____
29 _____

30 9. Buyer warrants and represents the following:

31 Buyer has secured evidence of hazard insurance which will be effective at Closing and has provided
32 Seller with the name of the hazard insurance company:

33 _____

34 Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan
35 Estimate; and

36 Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.

37 10. Title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey,
38 or other information has disclosed the following material defects:

39
40
41

42 and Buyer is requiring Seller to remedy such defects prior to the Closing Date. *Documentation attached.*

43 11. Material defects disclosed from title examination, closing or loan survey pursuant to Tenn. Code Ann. §
44 62-18-126, boundary line survey, or other information have not been remedied prior to the Closing Date or
45 any extension thereof resulting in the termination of the Purchase and Sale Agreement. Buyer is hereby
46 requesting refund of Earnest Money/Trust Money.

47 12. Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale
48 Agreement and is exercising Buyer's right to immediately **TERMINATE** the Purchase and Sale Agreement
49 with all Earnest Money/Trust Money refunded to Buyer. **This Notification hereby serves as NOTICE**
50 **OF TERMINATION of the Purchase and Sale Agreement and WRITTEN DEMAND FOR**
51 **DISTRIBUTION OF EARNEST MONEY/TRUST MONEY to the Buyer.** Buyer is hereby providing
52 a list of written specified objections which Buyer has discovered in good faith.

53 LIST OF SPECIFIED OBJECTIONS:

54
55
56

57 13. Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale
58 Agreement and **ACCEPTS the Property in its present AS IS condition** with any and all faults and no
59 warranties expressed or implied. Seller has no obligation to make repairs. However, Buyer has not waived
60 his rights under the Final Inspection paragraph of the Purchase and Sale Agreement.

61 14. Buyer **WAIVES any and all inspection** contingencies available under the Inspection section of the
62 Purchase and Sale Agreement except as to the Final Inspection section of the Purchase and Sale Agreement.

63 15. Pursuant to the First Right of Refusal Addendum, Buyer has listed their home with a licensed real estate
64 broker and the home is advertised in a Multiple Listing Service, where applicable. See proof of listing
65 attached to this form.

66 16. Buyer **WITHDRAWS** all offers and/or counter offers.

67 17.
68 OTHER:

69
70
71

72 **CHECK THE BOX(ES) THAT APPLY:**

73 **Notification from Seller to Buyer:**

74 18. This is Seller's written demand for Buyer to provide the name and contact information of the Lender and
75 that Buyer has instructed Lender to order and has paid for the credit report.

76 19. Seller has made written demand for Buyer to provide the name and contact information of the Lender and
77 that Buyer has instructed Lender to order and has paid for the credit report and Buyer failed to do so within
78 two (2) days, thereby terminating the Agreement.

79 20. This is Seller's written demand for Buyer to provide supporting documentation regarding loan denial.

- 80 21. This is Seller's written request for Buyer to provide proof of available funds as required in transactions
81 wherein Buyer has waived his financial contingency.
- 82 22. Seller has made written demand for Buyer to provide proof of available funds as required in transactions
83 wherein Buyer has waived his financial contingency. However, Buyer failed to do so within two (2) days,
84 thereby terminating the Agreement.
- 85 23. This is Seller's written demand for the name and telephone number of the appraiser and proof that appraisal
86 was ordered in a transaction in which Buyer has waived his financial contingency.
- 87 24. Seller has made written demand for the name and telephone number of the appraiser and proof that appraisal
88 was ordered in a transaction in which Buyer has waived his financial contingency. However, Buyer failed
89 to do so within two (2) days, thereby terminating the Agreement.
- 90 25. This is Seller's written request that Buyer provide supporting documentation showing appraised value did
91 not equal or exceed the agreed upon purchase price.
- 92 26. This is Seller's written demand for Buyer to provide the following warranties and representations:
- 93 Buyer has secured evidence of hazard insurance which will be effective at Closing. The name of the
94 hazard insurance company is: _____.
- 95 Buyer has notified Lender of an Intent to Proceed with Lender and has available funds to Close per the
96 signed Loan Estimate; and
- 97 Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- 98 27. Seller has made written demand for Buyer to warrant and represent that he has secured evidence of hazard
99 insurance and provided the name of insurance company; has provided Lender with an Intent to Proceed;
100 and has requested that the appraisal be ordered and has paid appraisal fee. However, Buyer failed to do so
101 within two (2) days, thereby terminating the Agreement.
- 102 28. Holder has advised that the Earnest Money/Trust Money Check or other instrument has been dishonored or
103 not timely received by Holder. Seller is hereby notifying Buyer that Buyer has one (1) day to deliver Earnest
104 Money/Trust Money in immediately available funds to Holder.
- 105 29. Holder has advised that the Earnest Money/Trust Money Check or other instrument has been dishonored.
106 Buyer has failed to timely deliver immediately available funds following notice by Holder. Seller is hereby
107 exercising his right to terminate Agreement.
- 108 30. Holder has advised that the Earnest Money/Trust Money has not been timely received as required pursuant
109 to the Earnest Money/Trust Money paragraph. Buyer has failed to timely deliver immediately available
110 funds following notice by Holder. Seller is hereby exercising his right to terminate Agreement.
- 111 31. Pursuant to Buyer's First Right of Refusal Addendum, this is Seller's written demand for proof Buyer has
112 listed their home with a licensed real estate broker and home is advertised in a Multiple Listing Service,
113 where applicable.
- 114 32. Pursuant to Buyer's First Right of Refusal Addendum, Seller has made written demand for Buyer to
115 provide proof Buyer has listed their home with a licensed real estate broker and advertised the home in a
116 Multiple Listing Service, where applicable. However, Buyer failed to do so within one (1) day. Seller is
117 hereby exercising his right to terminate this Agreement.
- 118 33. For new construction only, Seller hereby notifies Buyer that the improvements are substantially
119 completed. Buyer shall cause to be conducted any inspection provided in the New Construction Purchase
120 and Sale Agreement.
- 121 34. For new construction only, Seller hereby notifies Buyer of a delay caused by
122 _____
123 as provided for in the Delays Section of the New Construction Purchase and Sale Agreement.

This form is copyrighted and may only be used in real estate transactions in which **Jennifer Humphrey-Poveda** is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

- 124 35. Seller **WITHDRAWS** all offers and/or counter offers.
 125 36. OTHER:
 126
 127
 128
 129

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

131	_____	_____
132	NOTIFYING PARTY (Buyer/Seller Signature)	NOTIFYING PARTY (Buyer/Seller Signature)
133	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
134	Date	Date

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which **Jennifer Humphrey-Poveda** is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

