



COLDWELL BANKER WALLACE

PURCHASE AND SALE AGREEMENT

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

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

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

6 All that tract of land known as:

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

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

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

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

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

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

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

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

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

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

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

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

42 **i.** a Federal Reserve Bank wire transfer;

43 **ii.** a Cashier’s Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR

44 **iii.** other such form as is approved in writing by Seller.

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

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

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

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

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

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

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

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

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

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

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

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

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

116 **D. Closing Expenses.**

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

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

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

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

143 _____
 144 Simultaneous issue rates shall apply.

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

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

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

152 _____
 153 3. **Earnest Money/Trust Money.** Buyer has paid or will pay within _____ days after the Binding Agreement Date to
 154 _____ (name of Holder) ("Holder") located at
 155 _____ (address of Holder), a Earnest

156 Money/Trust Money deposit of \$ _____ by check (OR
 157 _____) ("Earnest Money/Trust Money").
 Jennifer Humphrey-Poveda

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

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

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

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

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

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

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

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

194 **OR**

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

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

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

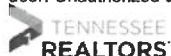
203 Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's
204 responsibility to make timely and proper application to insure such status. Buyer's failure to timely and properly
205 make application will result in the assessment of rollback taxes for which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

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

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

212 _____ Jennifer Humphrey-Poveda _____

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- 213 E. **Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any
214 manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by
215 their terms may be transferable to Buyer.
- 216 F. **Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related
217 administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the
218 transfer of Property and/or like expenses which are required by the association, property management company and/or
219 the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless
220 specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

221 **5. Title and Conveyance.**

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

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

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

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

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

- 244 B. **Deed.** Name(s) on Deed to be: _____
245 It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which
246 Buyer holds title.

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

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

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

253 **7. Inspections.**

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

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

271 B. **Initial Inspections.** Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the
272 Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer
273 and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property,
274 any reasonably accessible installed components, the operation of the Property's systems, including any controls
275 normally operated by Seller including the following components: heating systems, cooling systems, electrical systems,
276 plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other
277 site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).

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

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

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

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

290 D. **Buyer's Inspection and Resolution.** Within _____ 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 _____ 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 E. **Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

394 **14. Other Provisions.**

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

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

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

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

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

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

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- 429 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
430 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission
431 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5)
432 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice
433 by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that
434 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 435 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of
436 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this
437 Agreement with a refund of Earnest Money/Trust Money to Buyer.
- 438 **I. Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial
439 status, or national origin.
- 440 **J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
441 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
442 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the
443 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in
444 conformity with state and federal law.
- 445 **K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution,
446 incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- 447 **L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any
448 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 449 **M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the
450 content of this Agreement or limit the scope of any Section.
- 451 **15. Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering
452 into a contract with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known exterior
453 injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation test or soil
454 absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation;
455 (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make available to
456 the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request; (e) any single-
457 family residence located on the Property has been moved from an existing foundation to another foundation where such
458 information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was issued
459 during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the public
460 sewer system.
- 461 **16. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal,
462 or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as
463 originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by
464 original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable
465 State or Federal law.
- 466 **17. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
467 of this Agreement:
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- 470 **18. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:
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480 **19. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
481 countered or accepted by _____ o'clock a.m./ p.m.; on the _____ day of _____.

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

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

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

493 Buyer hereby makes this offer.

494 _____ BUYER BUYER _____

495 _____

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

497 Offer Date Offer Date

498 Seller hereby:

499 **ACCEPTS** – accepts this offer.

500 **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).

501 **REJECTS** this offer and makes no counter offer.

502 _____

503 SELLER SELLER _____

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

505 Date Date

506 **Acknowledgement of Receipt.** _____ hereby acknowledges receipt of the final accepted offer
507 on _____ at _____ o'clock am/ pm, and this shall be referred to as the Binding Agreement Date for
508 purposes of establishing performance deadlines as set forth in the Agreement.
509

For Information Purposes Only:

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

Phone: _____ Email: _____

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COLDWELL BANKER WALLACE

COUNTER OFFER # _____

1 This is a Counter Offer from Seller to Buyer OR Buyer to Seller

2 Seller Name: _____ Seller Name: _____

3 Buyer Name: _____ Buyer Name: _____

4 The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of _____ for the
5 purchase of real property commonly known as:

6 _____
7 Address, City, State, Zip

8 With the following exceptions:

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20 ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE
21 AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN
22 PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS
23 RESTATED HEREIN.

24 This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and
25 signed by all parties.

26 *Until notice of acceptance is delivered* the subject Property is still on the market for sale, and this offer may be revoked at any
27 time with notice, and the Property may be sold to any other party.

28 **Time Limit of Offer:** This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted
29 by _____ o'clock am/ pm, local time, on the _____ day of _____, _____.

30 _____
31 Seller/Buyer (Party making counter offer) DATE Seller/Buyer (Party making counter offer) DATE

32 The undersigned has received and
33 ACCEPTED this offer
34 REJECTED this offer
35 COUNTERED this offer with Counter Offer # _____
36 At _____ o'clock am/ pm; this _____ day of _____, _____.
37 _____
38 Seller/Buyer (Responding Party) Seller/Buyer (Responding Party)

39 **Acknowledgement of Receipt.** _____ hereby acknowledges receipt of the final accepted offer
40 on _____ at _____ o'clock am/ pm, and this shall be referred to as the Binding Agreement Date for
41 purposes of establishing performance deadlines as set forth in the Agreement.

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Use this form to change terms of an OFFER.

ADDENDUM 1 TO THE PURCHASE AND SALE AGREEMENT

1 Property Address: 123 Easy Street Knoxville TN 37918
2 Buyer: Ready T. Buy & Abel T. Buy
3 Seller: Sally Seller & Bob Seller

4 This ADDENDUM (hereinafter "Addendum"), between the undersigned Seller and Buyer is entered into and is effective as of
5 the Offer Date provided in the Purchase and Sale Agreement for the purpose of changing, deleting, supplementing or adding
6 terms to said Purchase and Sale Agreement. In consideration of mutual covenants herein and other good and valuable
7 consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
8 In reference to line 481, buyers and sellers to agree to extend offer expiration date until
9 12 pm on January 27th, 2021.

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24 This Addendum is made a part of the Purchase and Sale Agreement as if quoted therein verbatim. Should the terms of this
25 Addendum conflict with the terms of the Purchase and Sale Agreement or other documents executed prior to or simultaneous
26 to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered
27 deleted and expressly waived by both Seller and Buyer. In all other respects, the Purchase and Sale Agreement shall remain in
28 full force and effect.

29 The party(ies) below have signed and acknowledge receipt of a copy.
30 BUYER BUYER
31 Date at o'clock am/ pm Date at o'clock am/ pm

34 The party(ies) below have signed and acknowledge receipt of a copy.
35 SELLER SELLER
36 Date at o'clock am/ pm Date at o'clock am/ pm

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Use this form
to change terms
of a CONTRACT.

AMENDMENT " 1 " TO PURCHASE AND SALE AGREEMENT

1 Buyer: Ready T. Buy & Abel T. Buy
 2 Seller: Sally Seller & Bob Seller
 3 Property: 123 Easy Street Knoxville TN 37918

4 In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which
 5 is hereby acknowledged, the parties agree to amend that certain Purchase and Sale Agreement with a Binding Agreement Date
 6 of 01/25/2021 and any incorporated addenda, exhibits or prior amendments (collectively referred to herein as
 7 "Agreement") for the purchase and sale of real property specified above as follows:
 8 In reference to lines 102-115, buyers and sellers agree to have until 11:59 pm on Feb. 1,
 9 2021
 10 to appeal the appraisal and/or negotiate price based on low appraisal. Buyers reserve the
 11 right to terminate the contract based on a low appraisal with full refund of earnest money.
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27 This Amendment shall become binding when signed by all parties and shall be incorporated into the Agreement and all other
 28 terms and conditions of the Purchase and Sale Agreement shall remain in full force and effect.

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

30 _____
 31 **BUYER** **BUYER**

32 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
 33 **Date** **Date**

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

35 _____
 36 **SELLER** **SELLER**

37 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
 38 **Date** **Date**

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VENDOR LIST

1	VENDORS:	
2	NAME	PHONE
3	1. _____	_____
4	2. _____	_____
5	3. _____	_____
6	4. _____	_____
7	5. _____	_____
8	6. _____	_____
9	7. _____	_____
10	8. _____	_____
11	9. _____	_____
12	10. _____	_____

13 Furnishing of any names of Vendors provided by the Broker or Broker's Affiliated Licensee(s) is done as a ministerial act and
 14 only as a courtesy to the undersigned and does not in any way constitute any warranty or representation as to the quality of the
 15 Vendors, their services or subsequent reports. The undersigned acknowledges that it/they had the option to select any Vendor
 16 of its/their choice, including any not listed above and that Broker or Broker's Affiliated Licensee(s) is not responsible for any
 17 representation, guarantees or warranties of the selected Vendors or their services. For good and valuable consideration, the
 18 receipt and sufficiency of which are hereby acknowledged, the undersigned herewith releases the Broker, the Broker's
 19 Affiliated Licensee(s) and/or his employees from any liability or claim arising out of or in connection with the services of the
 20 Vendor.

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

22	_____	_____
23	CUSTOMER OR CLIENT	CUSTOMER OR CLIENT
24	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
25	Date	Date
26	_____	_____
27	PRINT/TYPE NAME	PRINT/TYPE NAME
28	_____	_____
29	ADDRESS	ADDRESS
30	Phone (H): _____ Phone (W): _____	Phone (H): _____ Phone (W): _____
31	Cell: _____ Email: _____	Cell: _____ Email: _____

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CLOSING DATE / POSSESSION DATE AMENDMENT # _____

1 Buyer: _____

2 Seller: _____

3 Property: _____

4 In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which
5 is hereby acknowledged, the parties agree to amend that certain Purchase and Sale Agreement with a Binding Agreement Date
6 of _____ and any incorporated addenda, exhibits or prior amendments (collectively referred to herein as
7 "Agreement") for the purchase and sale of real property specified above as follows:

8 **The section not marked is not part of this Amendment.**

9 **A. Closing Date:** This transaction shall be Closed (evidenced by delivery of warranty deed and payment of purchase
10 price), and this Agreement shall expire, at 11:59 p.m., local time, on the _____ day of _____,
11 _____, or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a
12 party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in
13 writing.

14 **B. Possession:** Possession of the Property is to be given:

15 with delivery of deed and payment of purchase price; OR

16 on _____ at _____ o'clock am/ pm, local time; OR

17 **Occupancy Agreement attached.**

18 no later than _____ o'clock am/ pm, local time, on the _____ day after Closing.

19 **Occupancy Agreement attached.**

20 This Amendment shall become binding when signed by all parties and shall be incorporated into the Agreement and all other
21 terms and conditions of the Purchase and Sale Agreement shall remain in full force and effect.

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

23 _____

24 **BUYER** **BUYER**

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

26 **Date** **Date**

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

28 _____

29 **SELLER** **SELLER**

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

31 **Date** **Date**

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Do NOT send before ALL Inspections are complete.



COLDWELL BANKER WALLACE

REPAIR / REPLACEMENT PROPOSAL

NOTE: This form is for information and/or negotiation purposes only and IS NOT TO BE INCLUDED as part of the Purchase and Sale Agreement. Neither party shall be bound until there is a separate mutual written agreement executed by all parties. The Repair/Replacement Amendment may be used for purposes of the mutual written agreement on repairs/replacements.

1 Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale Agreement with a
2 Binding Agreement Date of _____ ("Agreement") for the purchase of the real property commonly known as:

3 _____

4 The parties hereby understand that they are required to negotiate repairs in good faith during the Resolution Period as set forth
5 in the Agreement. Good faith negotiation includes but is not limited to timely communicating one's position during the
6 Resolution Period regarding any proposed repairs and/or replacements. The undersigned hereby proposes that the following
7 written list of items be repaired and/or replaced with like quality or value in a professional and workmanlike manner. Upon
8 request, either party shall submit a copy of any supporting documentation or any portion thereof substantiating any item
9 listed.

10 LIST OF ITEMS TO BE REPAIRED AND/OR REPLACED (Please be specific about whether the items are to be
11 repaired or replaced):

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28

29 The above matters will be completed by Seller _____ days prior to Closing, (as provided in the Agreement the "Completion of
30 Repairs Deadline"). Buyer and/or buyer's inspectors or representatives shall have the right to re-inspect at that time to confirm
31 that such matters have been repaired and/or replaced in a professional and workmanlike manner. Such inspection shall not
32 limit Buyer's right to conduct a Final Inspection as provided for in section 8 of the Agreement.

33	_____	_____
34	Party Proposing Repairs	Party Proposing Repairs
35	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
36	Date	Date

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Use this form when buyer(s) + seller(s) have agreed to ALL terms of a Proposal.



COLDWELL BANKER WALLACE

REPAIR / REPLACEMENT AMENDMENT

1 In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of
2 which is hereby acknowledged, the parties enter into this Repair / Replacement Amendment for purposes of amending the
3 Purchase and Sale Agreement with a Binding Agreement Date of _____ ("Agreement") for the purchase
4 and sale of the real property commonly known as:
5

6 The Seller shall cause the following items to be replaced or repaired with like quality or value in a professional and workmanlike
7 manner as the parties hereinafter agree. (Please be specific as to whether the items are to be repaired or replaced):
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24 Seller agrees to complete the above matters _____ days prior to Closing as provided in the Agreement ("Completion of Repairs
25 Deadline") at which time Buyer and/or Buyer's inspectors or representatives shall have the right to re-inspect to confirm that
26 such matters have been completed. Such inspection shall not limit Buyer's right to conduct a Final Inspection as provided for
27 in the Agreement.

28 It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full
29 force and effect other than as specifically modified herein.

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

31 _____
32 BUYER

31 _____
32 BUYER

33 _____ at _____ o'clock am/ pm

33 _____ at _____ o'clock am/ pm

34 Date

34 Date

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

36 _____
37 SELLER

36 _____
37 SELLER

38 _____ at _____ o'clock am/ pm

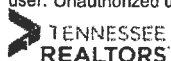
38 _____ at _____ o'clock am/ pm

39 Date

39 Date

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COLDWELL BANKER WALLACE

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.

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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.

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- 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.

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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

133

134

The party(ies) below have signed and acknowledge receipt of a copy.	
_____	_____
NOTIFYING PARTY (Buyer/Seller Signature)	NOTIFYING PARTY (Buyer/Seller Signature)
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

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Pop Quiz on Contract Deadlines

1. You are a buyer's agent. If Binding Agreement Date is **January 4th, 2021** and you have a **14 day** inspection period, what is the deadline for making a repair request?
2. If you receive an offer on **February 14th, 2021** with a response deadline of **February 15th, 2021** at 6 pm, how long do you have to respond?
3. If you receive an offer with a closing date of **July 5th, 2021** and all other terms are agreeable to the seller, what should you do? If other terms are not agreeable, what should you do?
4. You are the seller's agent. If Binding Agreement Date is **January 8th, 2021** and there is a 10 day inspection period, by what date should you receive a repair request by 11:59 pm?
5. You are the buyer's agent and you submitted a repair request to the listing agent on **February 10th, 2021** with a resolution period of 5 days. By what date should repair negotiations and a Repair Amendment be completed?
6. Name the 4 "Drop Dead" deadlines in the Purchase and Sale Agreement.



COLDWELL BANKER WALLACE

BUYER'S FINAL INSPECTION

1 Property Address: _____
2 Buyer: _____
3 Seller: _____

4 We, the Buyers, and/or our inspectors and/or our representatives, (the sections not marked are not part of this Agreement):
5 waive such final inspection and agree to accept the Property in its present condition, "AS IS."

6 **OR**

7 have made the final inspection of the Property and confirm it to be in the same or better condition as it was on the
8 Binding Agreement Date, normal wear and tear excepted, and all repairs and replacements, if any, have been made to
9 our satisfaction, and we agree to accept the Property in its present condition.

10 **OR**

11 have made the final inspection of the Property and confirm it to be in the same or better condition as it was on the
12 Binding Agreement Date, normal wear and tear excepted, and all repairs and replacements, if any, have been made to
13 our satisfaction, with the following exceptions. The Buyer requires the following to be completed prior to closing:

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23 This Buyer's Final Inspection is made a part of the Purchase and Sale Agreement as if quoted therein verbatim. Should the
24 terms of this Buyer's Final Inspection conflict with the terms of the Purchase and Sale Agreement or other documents executed
25 prior to or simultaneous to the execution of this Buyer's Final Inspection, the terms of this Buyer's Final Inspection shall
26 control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other
27 respects, the Purchase and Sale Agreement shall remain in full force and effect.

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

29 _____
30 **BUYER** **BUYER**
31 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
32 **Date** **Date**

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

34 _____
35 **SELLER** **SELLER**
36 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
37 **Date** **Date**

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TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE UPDATE

1 PROPERTY ADDRESS _____ CITY _____

2 Pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act" *Tennessee Code Annotated,*
3 § 66-5-201, et seq., the undersigned Seller hereby supplements the Residential Property Condition Disclosure information
4 previously furnished by Seller to Buyer, as follows (Seller[s] check the appropriate box and write out the changes, if any are
5 reported):

6 **NO CHANGES**

7 To the best of the knowledge, information and belief of the undersigned, the condition of the Property is substantially the
8 same as it was when the Residential Property Condition Disclosure form was provided to the Buyer.

9 **CHANGES TO REPORT**

10 The changes shown below, which may be material to the physical condition of the Property, have occurred or been
11 observed since the Residential Property Condition Disclosure form was provided to the Buyer. This statement is given in
12 good faith to the best of Seller's knowledge, information and belief, and is not intended to create warranties or guarantees
13 which are not already made in the specific provisions of the contract or imposed by applicable law.

14 **CHANGES REPORTED**

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34 IN WITNESS WHEREOF, the information herein is certified by Seller and acknowledged as received by Buyer upon the
35 dates indicated.

36 Transferor (Seller) _____ Date _____ Time _____

37 Transferor (Seller) _____ Date _____ Time _____

38 Transferee (Buyer) _____ Date _____ Time _____

39 Transferee (Buyer) _____ Date _____ Time _____

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