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## **PARTNERS IN EDUCATION**

### **2019 GAR Contracts - Updates & Changes #69612**

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To receive continuing education (CE) credit for this in-classroom course, the student must:

- ✓ be on time
- ✓ sign in with the course facilitator before the course begins
- ✓ be present in the course during all instruction periods
- ✓ return a completed evaluation to facilitator at the end of course
- ✓ not have taken this course for continuing education credit within the past 366 days.

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## **2018 GAR Contract Updates and Changes Table of Contents**

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## **Key Changes 2019 Georgia REALTOR® Forms**

### **All Forms are renumbered**

#### **New Forms**

- **CB08 EPA Home Buyer's and Seller's Guide to Radon**
- **F920 Required Renters Insurance**

#### **CB10 Protect Yourself When Selling a House**

- Added new section: Beware of Cyber Fraud

#### **F101 Exclusive Seller Listing Agreement**

- **B.2.a. Initial Listing Period:** if under contract, the agreement extends to closing
- **B.2.b. Extension:** written notice required to extend
- **B.9.b. Dual Agency Disclosure:** client consents to dual agency
- **C.4.b. Limits on Brokers Authority, Responsibility, and Liability:** expanded to add more protection for the Broker
- **C.6.h. Assignability:** Seller consent to Agreement being assigned

#### **F110 Exclusive Buyer Agency Agreement**

- **B.5.a. Broker's Entitlement to Commission:** added bonus fee
- **B.5.d. Buyer Default:** Buyer agrees to pay

#### **F201 Purchase and sale Agreement**

- **B.6. Closing Attorney Law Firm:** if an individual is named, the Firm shall be the Closing Attorney
- **C.3. Risk of Damage to Property:** personal property must be removed
- **C.4. Other Provisions:** reordered alphabetically
  - **b. Consent to Share Non-Public Information:** (new section)
  - **i. No Authority to Bind:** who fills in Binding Agreement Date and how to resolve dispute
- **C.5. Definitions:** (new section)
- **Exhibits and Addenda**
  - **Legal Description Exhibit:** added "or other"

#### **F219 Temporary Occupancy Agreement for Seller After Closing**

- 1. Occupancy date conforms to language in the Purchase and Sale Agreement
- 9. Added Buyer's right to enter

#### **F50 Closing Attorney Acting as Holder of Earnest Money**

- 2. Buyer to deliver document within 2 business days of Binding Agreement
- 3. Closing Attorney must agree within 3 business days of receiving the entire Contract
- 5. Earnest money must be wired

#### **F511 Agreement of Closing Attorney to Serve as Holder of Earnest Money**

- Escrow Agreement is incorporated into the Agreement

#### **F401 All Cash Sale Exhibit**

- **1. All Cash Sale**
  - Added option for non-institutional second
  - If no loan is being obtained – no right to unilaterally terminate

#### **F404 Conventional Loan Contingency Exhibit**

- **6. Use of Approved Mortgage Lender and Loan Denial Letter:** Loan denial letter may not be based on new purchases
- **11. Appraisal Contingency:** Seller must accept or reject no later than 1 day prior to closing date
- **12. Lender Required Repairs:** added

#### **F409 FHA Loan Contingency Exhibit**

- **14. Seller shall pay the following lender fees:** clarified

#### **F410 VA Loan Contingency Exhibit**

- **13. Certain Repairs Paid by Seller:** parties may negotiate excess costs
- **14. Certain Fees Paid by Seller:** addresses Seller's zero contribution at closing
- **16. Public Water and Sewer:** parties may negotiate excess costs

#### **F704: Amendment to Address Concerns with Property Amendment**

- Clarified termination of Due Diligence Period

#### **F 249: Counteroffer to or Modification of the Unaccepted original Offer**

- **E. Terms and Conditions:** "N/A" to "N/C"

#### **F301: Seller's Property Disclosure Statement**

- **Fixtures Checklist:** Seller to replace items which are broken

#### **F322 Community Association Fees, Disclosures and Related Issues**

- **4. A. Transfer and Initiation Fees:** Seller to pay the difference between what is disclosed and actual fee
- **5. Seller Warranty:** Seller payment of fees as required are not a Seller concession

#### **F901 Rental Application**

- Disclaimer added at top

#### **F913 Lease**

- **10. No subletting:** added
- **12. Early Termination by Tenant**
  - **Military Activation:** Added reference to Georgia code
  - **Victim of Domestic Abuse:** added as per new Georgia Law
- **16. Use:** defines a guest

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2019 Printing

## **LICENSE AGREEMENT**

L1 License for Use of 2019 GAR-Approved Real Estate Forms

## **CBs GAR CONSUMER BROCHURES**

CB01 The ABC's of Agency  
CB04 Lead-Based Paint Pamphlet  
CB07 Mold Pamphlet  
CB08 EPA Home Buyer's and Seller's Guide to Radon Pamphlet  
CB10 Protect Yourself When Selling a House  
CB13 Protect Yourself When Buying a Home  
CB16 What to Consider When Buying a Home in a Community with a Homeowners Association (HOA)  
CB19 What to Consider When Buying a Home in a Condominium  
CB22 Protect Yourself When Buying a Home to be Constructed  
CB25 What Buyers Should Know About Flood Hazard Areas and Flood Insurance  
CB28 What Buyers and Sellers Should Know About Short Sales and Distressed Properties  
CB31 What New Landlords Need to Know About Leasing Property

## **100s BROKERAGE ENGAGEMENTS**

F101 Exclusive Seller Listing Agreement  
F104 Non-Exclusive Seller Listing Agreement  
F107 Authorization to Show Unlisted Property  
F110 Exclusive Buyer Brokerage Agreement  
F113 Non-Exclusive Buyer Brokerage Agreement  
F116 Agreement to Work with Buyer as a Customer  
F119 Agency Exhibit (Buyers and Sellers)  
F122 Exclusive Leasing Listing Agreement  
F125 Non-Exclusive Leasing Listing Agreement  
F128 Exclusive Leasing/Management Agreement  
F131 Services to be Performed by a Manager Exhibit  
F134 Exclusive Tenant Brokerage Agreement  
F137 Non-Exclusive Tenant Brokerage Agreement  
F140 Agreement to Work with Tenant as a Customer  
F143 Agency Exhibit (Owner/Landlord and Tenant)  
F146 Additional Signature Page (Brokerage Agreements)  
F149 Retainer Fee Exhibit  
F152 Mutual Termination of Brokerage Engagement Agreement  
F155 Unilateral Termination of Brokerage Engagement Agreement

## **200s PURCHASE AND SALE AGREEMENTS**

F201 Purchase and Sale Agreement  
F204 Condominium Resale Purchase and Sale Exhibit  
F207 Lease/Purchase and Sale Exhibit  
F210 Lot Purchase and Sale Agreement  
F213 Land Purchase and Sale Agreement  
F216 Dwelling and Land Both Have Value Exhibit  
F219 Temporary Occupancy Agreement for Seller After Closing Exhibit  
F222 Temporary Occupancy Agreement for Buyer Prior to Closing Exhibit  
F225 Personal Property Agreement (Bill of Sale)  
F228 New Construction Purchase and Sale Agreement  
F231 New Construction Exhibit  
F234 New Construction Plans and Specifications Exhibit  
F237 Pre-Construction Specifications Exhibit  
F240 Option Agreement  
F243 Option Agreement to Purchase Leased Property Exhibit  
F246 Special Stipulations  
F249 Counteroffer to or Modification of the Unaccepted Original Offer  
F252 Walk Through List  
F255 Instructions to Closing Attorney  
F258 Co-Op Commission Agreement  
F261 Disclosure to Principal of Fees Paid or Received by Broker

# 2019 GAR FORMS

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### **200s PURCHASE AND SALE AGREEMENTS (cont.)**

F264	Reminder of Important Dates in the Purchase and Sale Agreement
F267	Additional Signature Page (Buyers and Sellers)
F270	Notice to Unilaterally Extend Closing Date for Eight Days
F273	Property Sold with the Right to Request Repairs Exhibit
F276	Notice to Unilaterally Extend Inspection Period
F279	Assignment of Purchase and Sale Agreement Rights
F282	Notice of the Exercise of Tenant's/Buyer's Option to Purchase Property
F285	Notice to Withdraw Offer
F288	Notice to Reject Offer/Counteroffer

### **300s DISCLOSURE STATEMENTS**

F301	Seller's Property Disclosure Statement Exhibit
F304	Seller's Property Disclosure Statement (Condominium) Exhibit
F307	Seller's Property Disclosure Statement (Lot/Land) Exhibit
F310	Seller's Property Disclosure Statement (New Construction) Exhibit
F313	New Construction Seller Disclosures Exhibit
F316	Lead-Based Paint Exhibit
F319	Disclosure Information Concerning Lead Upon Transfer of Residential Property – 42 U.S.C. § 4852(d)
F322	Community Association Fees, Disclosures and Related Issues ("Disclosure") Exhibit
F325	Broker's Information Disclosure
F328	DeKalb County Plumbing Disclosure

### **400s FINANCING**

F401	All Cash Sale Exhibit
F404	Conventional Loan Contingency Exhibit
F407	FHA Loan Contingency Exhibit
F410	VA Loan Contingency Exhibit
F413	USDA-RD Loan Contingency Exhibit
F416	Loan Assumption Exhibit
F419	Institutional Second Mortgage Contingency Exhibit
F422	Seller Financing (First Mortgage) Exhibit
F425	Seller Financing (Second Mortgage) Exhibit
F428	Seller Financing (Third Mortgage) Exhibit
F431	Seller Financing (Wrap Around Mortgage) Exhibit
F434	Subordination Agreement
F437	Request for Loan Information

### **500s EARNEST MONEY / TRUST FUNDS**

F501	Earnest Money and/or Additional Earnest Money Held by Seller Exhibit
F507	Earnest Money Transfer to Seller Amendment
F510	Closing Attorney Acting as Holder of Earnest Money Exhibit
F511	Agreement of Closing Attorney to Serve as Holder of Earnest Money ("Escrow Agreement")
F513	Escrow Agreement
F516	Agreement to Disburse Trust Funds Prior to Closing
F519	Mutual Agreement to Terminate Purchase and Sale Agreement and Disbursement of Earnest Money
F522	Unilateral Notice to Terminate Purchase and Sale Agreement and Proposed Disbursement of Earnest Money
F525	Acknowledgement of Person Contributing Earnest Money on Behalf of Buyer ("Acknowledgement")

### **600s CONTINGENCY EXHIBITS**

F601	Sale or Lease of Buyer's Property Contingency Exhibit
F604	Back-Up Agreement Contingency Exhibit
F607	General Contingency Exhibit
F610	Short Sale Contingency Exhibit



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## **700s      AMENDMENTS**

F701	Amendment to Agreement
F704	Amendment to Address Concerns with Property
F707	Amendment to Remove Contingency
F710	Amendment to Change the Due Diligence Period
F713	Amendment to Sales Price
F716	Amendment to Change Closing/Possession Date
F719	Amendment to Remove Contingency of Sale or Lease of Buyer's Property
F722	Amendment to Remove Inspection Contingency
F725	Amendment to Authorize Buyer to Make Repairs and/or Improvements Prior to Closing
F728	Amendment to Brokerage Engagement

## **800s      MISCELLANEOUS**

F801	Additional Page
F804	Exhibit to Agreement
F807	Legal Description Exhibit
F810	Pet Exhibit
F813	Survey Resolution Exhibit
F816	Notice
F819	Binding Agreement Date Notification ("Notification")
F822	Agreement to Keep Offers Confidential
F825	Confidentiality and Non-Disclosure Agreement
F828	Broker's Authorization to Hire Vendor
F831	Arbitration/Mediation Agreement
F834	Vendor List
F837	Estimate of Net to Seller
F840	Estimate of Cost to Buyer
F843	Referral Authorization
F846	Referral Agreement (Broker to Builder)

## **900s      LEASING**

F901	Rental Application
F904	Adverse Action Letter Regarding Rental Application
F907	Owner's Property Disclosure Statement (Lease) Exhibit
F910	Move In/Move Out Condition Report
F913	Lease for Residential Property (Not to Be Used for Lease/Purchase Transactions)
F916	Lease for Lease/Purchase Agreement Exhibit
F919	Consent to Take Pictures and Video of Property
F920	Required Renter's Insurance Exhibit
F922	Notice to Tenant of Changes Affecting the Rental of Property
F925	Amendment to Lease Agreement
F928	Notice (To be used in Lease Transactions)
F931	Additional Signature Page (Tenants and Landlords)
F934	Leasing Commission Confirmation

## **CFs      COMMERCIAL FORMS**

CF01	Commercial Exclusive Seller Listing Agreement
CF04	Commercial Purchase and Sale Agreement
CF07	Commercial Purchase and Sale Agreement Exhibit "A" Legal Description
CF10	Commercial Purchase and Sale of Business Along with Real Property Exhibit "B1"
CF11	Commercial Purchase and Sale of a Residential, Office, Retail or Industrial Building Exhibit "B2"
CF12	Commercial Purchase and Sale of Equipment and/or Other Personal Property Exhibit "B3"
CF19	Commercial Purchase and Sale Agreement Exhibit "C" Additions to Seller's Closing Documents
CF22	Commercial Purchase and Sale Agreement Exhibit "D" Seller's Warranties and Representations
CF25	Commercial Open Listing Agreement (For Leases)
CF28	Commercial Exclusive Leasing/Management Agreement
CF31	Commercial Lease Agreement (Single-Tenant Facilities)
CF34	Commercial Lease Agreement (Multi-Tenant Facilities)
CF37	Commercial Lease Agreement Amendment # _____

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### **CFs**      **COMMERCIAL FORMS (cont.)**

CF40	Commercial Sublease Agreement
CF43	Commercial Sublease Consent Agreement
CF46	Commercial Lease Guaranty
CF49	Commercial Lease Termination and Release Agreement
CF52	Commercial Lease Commission Assumption Agreement
CF55	Commercial Lien Waiver
CF58	Commercial Letter of Intent (For Purchase of Property)
CF61	Commercial Letter of Intent (For Lease of Premises)

### **COMPANY OPERATIONS**

CO01	Independent Contractor Agreement
CO04	Amendment to the Independent Contractor Agreement to Provide for Payment of Commission to Corporation ("Amendment")
CO07	Agreement for Licensee Use of a Real Estate Assistant
CO10	Agreement Between Licensee, Georgia Broker and Out-of-State Broker
CO13	Agreement Between New Broker and Former Broker of a Transferring Licensee
CO16	Referral Agreement (Broker to Broker)
CO19	Agreement Between Georgia Broker and Out-of-State Broker (For Listing of Georgia Property)
CO22	Agreement Between Georgia Broker and Out-of-State Broker (For the Purchase or Lease of Georgia Property)
CO25	Broker Transaction Checklist and Contract Review

### **SPECIAL STIPULATIONS INDEX**

#### **SPECIAL STIPULATIONS (See Special Stipulations Index)**

#### **2019 GAR FORMS INDEX**

#### **2019 GAR FORMS CHANGES**

**10. Special Circumstances – Approval Must be Obtained.****a. Listing of Property:**

- ☐ (1) **Bankruptcy:** Seller has filed for bankruptcy protection and this Agreement is made contingent upon the bankruptcy court authorizing the listing of the Property for sale.
- ☐ (2) **Divorce:** Seller has filed for divorce and this Agreement is made contingent upon the court having jurisdiction over the divorce action authorizing the listing of the Property for sale.
- ☐ (3) **Other (Please describe):** \_\_\_\_\_

**b. Purchase and Sale of Property:**

- ☐ (1) **Bankruptcy:** Seller has filed for bankruptcy protection. Any purchase and sale agreement for the sale of the Property will need to be conditioned upon the approval of the bankruptcy court.
- ☐ (2) **Divorce:** Seller has filed for divorce. Any purchase and sale agreement for the sale of the Property will need to be conditioned upon the approval of the court having jurisdiction over the divorce.
- ☐ (3) **Short Sale:** The sale of the Property will not generate sufficient proceeds to pay off the Broker's real estate commission and all mortgages or liens on the Property. Therefore, the purchase and sale agreement for the sale of the Property will need to be made contingent upon the mortgage lender(s) and other lien holders agreeing to take less than the face amount of what they are owed.
- ☐ (4) **Seller Not On Title:** Seller does not yet have title to the Property and the purchase and sale agreement for the Property  
☐ will or ☐ will not need to be subject to Seller acquiring title to the Property.
- ☐ (5) **Other (Please describe):** \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**B. CORRESPONDING PARAGRAPHS FOR SECTION A.**

1. **Exclusive Listing Agreement.** Seller represents that Seller has the full authority to enter into this Agreement. This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Broker and Seller. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.
2. **Listing Period.**
- a. **Initial Listing Period:** The referenced Listing Period shall be the term of this Agreement and it shall begin on the referenced Starting Date and shall continue through the referenced Ending Date. If the Property is under contract prior to referenced Ending Date, this Agreement shall be automatically extended until Closing.
- b. **Extension:** If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement may be extended for the number of days that Property was under contract by providing written notice of the same to the Seller prior to the referenced Ending Date set forth herein. If the Ending Date is modified in any amendment hereto, such amendment shall control. If such written notice is not given by the Ending Date, this Agreement shall terminate and be of no further force or effect.
3. **Broker's Duties to Seller.** Broker's sole duties to Seller shall be to:
- a. Make all disclosures required by law;
- b. Use Broker's best efforts to procure a buyer ready, willing, and able to purchase Property at the List Price (which amount includes the commission) or any other price acceptable to Seller;
- c. Comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transaction Act, O.C.G.A. § 10-6A-1 et. seq.; and
- d. If selected in paragraph A.4. above, assist in negotiating terms or filling out pre-printed real estate purchase and sale agreements and/or counteroffers.
4. **Negotiation: Seller's Duties.** Seller represents that Seller:
- a. will cooperate with Broker to sell the Property to prospective buyers and will refer all inquiries concerning the sale of Property to the Broker during the term of this agreement;
- b. will make the Property available for showing at reasonable times as requested by Broker;
- c. will provide Broker with accurate information regarding Property (including information concerning all adverse material facts pertaining to the physical condition of Property); and
- d. will comply with all local, state and federal laws applicable to the sale of the Property.
- e. The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

7. **Protected Period.** If Seller during the Protected Period, as that term is hereinafter defined, sells, options to sell, contracts to sell ownership interests in the legal entity which owns the Property or contracts to sell or exchange Property to any buyer who made an offer on, was introduced to, visited, received information on, inquired about, or otherwise learned of the Property during the term of this Agreement, as a result of the efforts of the Broker, then Seller shall pay the commission referenced above to Broker at the closing of the sale or exchange of Property to said buyer. The term "Protected Period" shall refer to the period with the number of days referenced above following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Seller. If this Agreement is terminated by Seller without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days that remained on the term of this Agreement at the time it was terminated early without the express, written consent of Broker. In such event, the Protected Period shall commence on the date this Agreement was terminated early without the express written consent of Broker. For the purposes of this Agreement, the term "buyer" shall include buyer, all members of the buyer's immediate family, any legal entity in which buyer or any member of buyer's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties. Notwithstanding the above, no listing commission shall be paid to Broker if this Agreement has either expired or been terminated upon the mutual, written consent of Broker and Seller and the Property is sold or contracted to be sold to a prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell listing agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.
8. **Independent Contractor Relationship.** This Agreement shall create an independent contractor relationship between Broker and Seller. Broker shall at no time be considered an employee of Seller.
9. **Agency and Brokerage.**
- a. **Broker's Policy on Agency:** Unless Broker indicates above that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency.
  - b. **Dual Agency Disclosure:** *[Applicable only if Broker's agency policy is to practice dual agency.]* If Seller and a prospective buyer are both being represented by the same Broker, Seller is aware that Broker is acting as a dual agent in this transaction and consents to the same. Seller has been advised that:
    - (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
    - (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either client which is not otherwise required to be disclosed by law;
    - (3) Seller does not have to consent to dual agency and, the consent of the Seller to dual agency has been given voluntarily and the Seller has read and understands the brokerage engagement agreement.
    - (4) Notwithstanding any provision to the contrary contained herein, Seller hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
    - (5) Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Seller enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Seller a disclosure of the nature of such relationship.
    - (6) Upon signing this brokerage engagement with the dual agency disclosures contained herein, Client's consent to dual agency is conclusively deemed to have been given and informed in accordance with state law.
  - c. **Designated Agency Disclosure:** *[Applicable only if Broker's agency policy is to practice designated agency.]* Seller does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Seller and a prospective buyer. With designated agency, Broker assigns one or more of its affiliated licensees exclusively to represent the Seller and one or more of its other affiliated licensees exclusively to represent the prospective buyer.
  - d. Unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of Seller (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).
10. **Special Circumstances.**
- a. The sale of Property is contingent upon a third party's approval as indicated above. It shall be Seller's responsibility to seek to fulfill any contingency or condition selected herein, if any, and ensure that the purchase and sale agreement is made subject to any such contingency or condition.
  - b. Broker agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure by subsequent word or conduct or such disclosure is required by law. Seller acknowledges, however, that Buyer and Buyer's broker may possibly not treat any offer made by Seller (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Seller.
  - c. Broker may not knowingly give customers false information.
  - d. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.

**C. OTHER TERMS AND CONDITIONS**

1. **Seller Default.** In the event Seller defaults under this Agreement, Seller shall, in addition to its other obligations set forth elsewhere herein, reimburse Broker for the out-of-pocket costs and expenses incurred by Broker and Broker's affiliated Licensees in seeking to market and sell the Property. Such costs and expenses shall include without limitation printing and copying charges, mileage at the highest rate allowed by the IRS as a business deduction and expenses to advertise the Property in various media. Seller shall also pay all costs, fees and charges for removing the listing from any multiple listing service. The payment of these costs, fees, charges and expenses by Seller shall not waive or limit Broker's right to assert any other claim, cause of action or suit (hereinafter collectively "Claims") against Seller for a real estate commission(s) and/or other damages and shall not release Seller from such Claims. Notwithstanding the above, the amount of such fees, charges, costs and expenses paid by Seller to Broker hereunder shall be an offset against any Claim of Broker for a real estate commission(s).
2. **Seller's Property Disclosure Statement.** Within three (3) days of the date of this Agreement, Seller agrees to provide Broker with a current, fully executed Seller's Property Disclosure Statement. In addition, if any dwelling on the Property, or portion thereof, was constructed prior to 1978, Seller agrees to additionally provide Broker with a current fully executed Lead-Based Paint Disclosure Exhibit (GAR Form F54) within the same timeframe so that Broker may provide the same to buyers in accordance with federal law. Broker is hereby authorized to distribute the Seller's Property Disclosure Statement and any Lead-Based Paint Exhibit to buyers interested in Property. Seller agrees to promptly update any of the above-referenced disclosure documents should any changes occur.
3. **Hazardous Conditions on Property.** Seller acknowledges that Seller owes a duty of reasonable care to keep the Property safe for prospective buyers and their agents who to view and inspect the Property. Among other things, this includes a duty to warn such invitees of dangerous conditions that would not be obvious to an invitee. Sellers are encouraged to inspect the Property for hazardous conditions and correct and eliminate all such conditions. Seller agrees to indemnify and hold Broker harmless from and against any and all claims, causes of action, suits, and damages arising out of or relating to a person or persons being injured or harmed while on the Property.
4. **Limits on Broker's Authority, Responsibility and Liability.** Seller acknowledges and agrees that Broker:
  - a. may show other properties to prospective buyers who are interested in Property;
  - b. shall have no duty to inspect the Property or advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, and lead-based paint; inspection of the Property by a licensed home inspector, construction expert, structural engineer, or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant, or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of the Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Seller acknowledges that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Seller should seek independent expert advice regarding any matter of concern to Seller relative to the Property and this Agreement. Seller acknowledges that Broker shall not be responsible to monitor or supervise or inspect any portion of any construction or repairs to Property and that such tasks fall outside the scope of real estate brokerages services;
  - c. shall owe no duties to Seller nor have any authority on behalf of Seller other than what is set forth in this Agreement;
  - d. may make all disclosures required by law;
  - e. may disclose all information about Property to others;
  - f. shall not be responsible for insuring that Seller complies with the duties and deadlines contained in any purchase agreement entered into by Seller and that Seller shall be solely responsible for the same; and
  - g. shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars;
  - h. shall be held harmless by Seller from any and all claims, causes of action, or damages arising out of or relating to:
    - (1) inaccurate and/or incomplete information provided by Seller to Broker;
    - (2) earnest money handled by anyone other than Broker;
    - (3) Seller's negligence;
    - (4) Any loss or theft of valuables, prescription drugs or keys, relating to the use of a lockbox or an open house resulting from Seller's failure to remove or secure the same;
    - (5) the existence of undisclosed material facts about the Property or the transaction; and
    - (6) any damages or injuries occurring on the Property as a result of dangerous or defective conditions on the Property or the failure to secure or restrain pets.
  - i. shall have no authority to bind Seller to any contract or agreement.
5. **Disclosure of Potentially Fraudulent Activities.**
  - a. To help prevent fraud in real estate transactions, Seller does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
    - (1) Governmental officials, agencies and/or authorities and/or
    - (2) Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company which could potentially be harmed if the activity was in fact fraudulent or illegal.
  - b. Seller acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Seller acknowledges that:
    - (1) Activities which are fraudulent or illegal may be undetected by Broker; and
    - (2) Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.

**6. Miscellaneous.**

- a. **Arbitration:** All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.
  - b. **Referrals:** Seller hereby authorizes Broker to refer Seller to another real estate licensee or broker for brokerage or relocation services not related to the sale of the Property. Seller acknowledges and agrees that Broker may receive a valuable consideration for the referral.
  - c. **No Imputed Knowledge:** Seller acknowledges and agrees that with regard to any property which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.
  - d. **Governing Law:** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.
  - e. **Fair Housing Disclosure:** Seller acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller and Broker agree not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
  - f. **Time of Essence:** Time is of the essence of this Agreement.
  - g. **Notices:**
    - (1) **Communications Regarding Real Estate Transactions:** Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.
    - (2) **Notices between Broker and Client Regarding this Agreement:** Client and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.
  - h. **Assignability:** As part of a sale of all or substantially all of the assets of Broker to another brokerage firm, Seller consents to this Agreement being assigned by Broker to the other brokerage firm. In such event, the assignee, upon consenting to the assignment, shall: (1) thereafter be responsible for performing all of the duties and responsibilities of the assignor under this Agreement; and (2) have all of the rights of assignor including the right to receive the commissions under the Agreement.
7. **Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.



**2. Term.**

- a. The referenced Term shall be the term of this Agreement, and it shall begin on the referenced Starting Date and shall continue through the referenced Ending Date.
- b. **Extension:** If during the term of this Agreement, Buyer and a prospective seller enter into a real estate sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be automatically extended for the number of days that Buyer was under contract.

**3. Independent Contractor Relationship.** This Agreement shall create an independent contractor relationship between Broker and Buyer. Broker shall at no time be considered an employee of Buyer.**4. Agency and Brokerage.**

- a. Unless Broker indicates that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency.
- b. **Dual Agency Disclosure.** *[Applicable only if Broker's agency policy is to practice dual agency]* If Buyer and a prospective seller are both being represented by the same Broker, Buyer is aware that Broker will be acting as a dual agent in that transaction and consents to the same. Buyer has been advised that:
  - (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
  - (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either client which is not otherwise required to be disclosed by law;
  - (3) Buyer does not have to consent to dual agency and, the consent of Buyer to dual agency has been given voluntarily and Buyer has read and understands the brokerage engagement agreement.
  - (4) Notwithstanding any provision to the contrary contained herein, Buyer hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect Buyer's negotiating position.
  - (5) Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Buyer enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Buyer a disclosure of the nature of such relationship.
  - (6) Upon signing this brokerage engagement with the dual agency disclosures contained herein, Client's consent to dual agency is conclusively deemed to have been given and informed in accordance with state law.
- c. **Designated Agency Disclosure.** *[Applicable only if Broker's agency policy is to practice designated agency.]* Buyer does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Buyer and a prospective seller. With designated agency, the Broker assigns one or more of its affiliated licensees exclusively to represent a prospective seller and one or more of its other affiliated licensees exclusively to represent Buyer.

**5. Commission.**

- a. **Broker's Entitlement to Commission:** If during the term of this Agreement (or during the Protected Period after the termination or expiration of this Agreement) Buyer enters into a contract for the purchase and sale (including a Lease/Purchase Contract), option (including a Lease/Option Contract), or exchange of real property, with the seller thereof, Buyer agrees that Broker shall be entitled to the commission as agreed in section "A" at the closing of the transaction ("Commission"). There may be properties shown to Buyer by Broker where a bonus is being offered to Broker for finding a buyer to purchase the property. Buyer consents to Broker receiving such bonus in addition to the commission referenced herein.
- b. While not required, the custom in Georgia is for the seller to pay the commissions of the real estate brokers. This obligation is usually created in a listing agreement between the seller and the listing broker. Generally, these agreements require the listing broker to share the commission it receives with the selling broker working with or representing the buyer in the transaction. In the event Seller does not pay the Broker the full amount of the Commission, Commission will be paid by the Buyer as agreed in section "A".
- c. **Commission on Property Sold For Sale By Owner ("FSBO"):** In the event Buyer purchases property that is being sold by owner ("FSBO") without a broker and the owner is unwilling to pay Broker its Commission at or before the closing, Buyer agrees to pay Broker its Commission at or before the closing.
- d. **Buyer Default:** Notwithstanding any provision to the contrary herein, Buyer agrees to immediately pay Broker its Commission in the event any of the following occur:
  - (1) Buyer defaults under a contract to purchase (or exchange) real property under which Broker would have been paid a commission had the transaction closed;
  - (2) Without the prior consent of Broker, Buyer agrees with a seller to mutually terminate a contract to purchase or exchange real property under which Broker would have been paid a commission had the transaction closed; or
  - (3) Buyer defaults under this Agreement resulting in Broker not being paid a commission to which Broker would otherwise have been entitled.

**6. Separate Commission on Lease.** Notwithstanding the above, if Buyer leases property or enters into a lease/purchase contract during this Agreement, Buyer shall also pay Broker a separate leasing commission (except where the commission is paid by the Landlord) in the amount as indicated in section "A". Notwithstanding any provision to the contrary contained herein, the payment of a leasing commission (including in lease purchase transactions) shall not relieve either Seller or Buyer from paying any sales commission they may owe in a purchase and sale transaction.

**B. CORRESPONDING PARAGRAPHS FOR SECTION A****1. Purchase and Sale.**

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

**2. Purchase Price to be Paid by Buyer.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

**3. Closing Costs.**

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

**4. Closing and Possession.**

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

**5. Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

**6. Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.



- b. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

## 2. Default.

- a. Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

- 3. Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

## 4. Other Provisions.

- a. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

- e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
  - f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
  - g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
  - h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
  - i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.
  - j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
  - k. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
  - l. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
  - m. **Time of Essence:** Time is of the essence of this Agreement.
5. **Definitions.**
- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
  - b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement.
  - c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
  - d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
6. **Beware of Cyber Fraud.** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

7. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ All Cash Sale Exhibit (F401) "\_\_\_\_\_"
- ☐ Back-up Agreement Contingency Exhibit (F604) "\_\_\_\_\_"
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "\_\_\_\_\_"
- ☐ Community Association Fees, Disclosures and Related Issues ("Disclosure") Exhibit (F322) "\_\_\_\_\_"
- ☐ Condominium Resale Purchase and Sale Exhibit (F204) "\_\_\_\_\_"
- ☐ Conventional Loan Contingency Exhibit (F404) "\_\_\_\_\_"
- ☐ FHA Loan Contingency Exhibit (F407) "\_\_\_\_\_"
- ☐ Lead-Based Paint Exhibit (F316) "\_\_\_\_\_"
- ☐ Lease Purchase and Sale Exhibit (F207) (to be used with F916) "\_\_\_\_\_"
- ☐ Lease for Lease/Purchase Agreement (F916) (to be used with F207) "\_\_\_\_\_"
- ☐ Legal Description Exhibit (F807 or other) "\_\_\_\_\_"
- ☐ Loan Assumption Exhibit (F416) "\_\_\_\_\_"
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F604) "\_\_\_\_\_"
- ☐ Seller's Property Disclosure Statement Exhibit (F301, F304, F307 or F310) "\_\_\_\_\_"
- ☐ Survey of Property as Exhibit "\_\_\_\_\_"
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "\_\_\_\_\_"
- ☐ USDA-RD Loan Contingency Exhibit (F413) "\_\_\_\_\_"
- ☐ VA Loan Contingency Exhibit (F410) "\_\_\_\_\_"
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

☐ Additional Special Stipulations are attached.

**TEMPORARY OCCUPANCY AGREEMENT  
FOR SELLER AFTER CLOSING  
EXHIBIT “ \_\_\_\_\_ ”**



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**[NOT TO BE USED IF OCCUPANCY IS FOR MORE THAN 60 DAYS]**

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, Georgia \_\_\_\_\_ and shall control the rights of the parties after Closing with respect to the Temporary Occupancy Period as defined below.

1. Seller shall have the right to continue to occupy the Property for \_\_\_\_\_ days after Closing is consummated at \_\_\_\_\_ o'clock \_\_\_\_\_ m. (hereinafter "Temporary Occupancy Period"). Seller shall vacate the Property no later than by the end of Temporary Occupancy Period. If Seller vacates the Property sooner than by the end of the Temporary Occupancy Period, Seller shall notify Buyer of the same.
2. At the time of closing, Seller shall provide Buyer with one set of keys to the Property. At time of possession, Seller shall turn over all remaining keys, door openers, codes and other similar equipment pertaining to the Property in Seller's possession to Buyer.
3. Until time of possession, Buyer shall arrange for common element access with Community Association.
4. Seller agrees to maintain all utilities in Seller's name and pay the bills for such utilities as they become due.
5. Seller will not make any improvements or modifications to Property.
6. Seller hereby expressly releases Buyer, Listing Broker, Selling Broker and their Affiliated Licensees from any and all liability of any nature whatsoever which may arise as a result of the Seller's acts or the acts of anyone else entering the Property, including, but not limited to, liability for injury to persons and/or damage to personal property resulting from or in any manner occasioned by such occupancy. Seller further agrees to hold harmless and indemnify the Buyer, Listing Broker, Selling Broker and their Affiliated Licensees from any claim or loss arising out of or occasioned by the Seller's occupancy of the Property.
7. It is specifically understood that should the Property be destroyed by fire or other occurrence, Seller shall bear the risk of loss to Seller's personal property.
8. Seller shall be liable for the expense of repairing any damage to the Property caused by Seller or Seller's family members, licensees and invitees, excluding normal wear and tear.
9. Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times to inspect, examine, survey, meet contractors and prepare for Buyer occupancy of Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation.
10. If Seller does not timely vacate Property by the end of the Temporary Occupancy Period, Seller shall be deemed to be a tenant at sufferance, shall be unlawfully holding over, shall be subject to being evicted and shall pay Buyer a per day rent during the period in which Seller is holding over in the amount of \$ \_\_\_\_\_ per day for each day after the end of the Temporary Occupancy Period that Seller remains in the Property.
11. In the event either party is forced to resort to litigation to enforce a breach of this Agreement, the prevailing party in the litigation shall be entitled to recover his or her court costs and actual attorney's fees reasonably incurred.
12. In the event there is a conflict between the terms and conditions of the Agreement and this Exhibit, the terms and conditions contained in this Exhibit shall prevail.
13. This Temporary Occupancy Agreement shall survive the closing.

**SPECIAL STIPULATIONS:**

☐ Additional Special Stipulations are attached.

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH \_\_\_\_\_ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F219, Temporary Occupancy for Seller After Closing Exhibit, 01/01/19

**CLOSING ATTORNEY ACTING AS  
HOLDER OF EARNEST MONEY  
EXHIBIT " \_\_\_\_\_ "**

[Closing Attorney must still consent to serve as Holder using F511]



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This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain property known as: \_\_\_\_\_, Georgia \_\_\_\_\_ ("Agreement").

1. **Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
2. **Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety ("Entire Contract"); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
3. **Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within three (3) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as "Escrow Agreement") without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney's rights and duties as Holder and the timeframe for completing the same shall commence.
4. **Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder.
5. **Earnest Money Must Be Wired to Closing Attorney Acting as Holder.** Notwithstanding any other provision to the contrary contained herein, Buyer shall be responsible for sending all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds and immediately notify Seller when the same has been accomplished. This provision shall only apply if the Holder is the Closing Attorney.
6. **Failure of Closing Attorney to Timely Agree to Become Holder; Resignation of Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder, fails to timely become Holder or becomes Holder but later resigns, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
7. **Alternate Holder.** The Alternate Holder, who must be a broker in this transaction, shall be \_\_\_\_\_  
\_\_\_\_\_
8. **Notices To and From Holder.** The notice procedures in the Agreement shall control with regard to all notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
9. **Closing Attorney's Contact Information.** The Closing Attorney named below shall be the Holder in this transaction.  
Closing Attorney: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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**AGREEMENT OF CLOSING ATTORNEY TO SERVE  
AS HOLDER OF EARNEST MONEY  
("ESCROW AGREEMENT")**

[Should only be used when F510 Closing Attorney Acting as Holder of  
Earnest Money Exhibit has been made part of the Purchase and Sale Agreement]



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For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following closing attorney or law firm: \_\_\_\_\_ ("Closing Attorney") having being named as Holder in the Purchase and Sale Agreement by and between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") with an offer date of \_\_\_\_\_, 20\_\_\_\_ for real property located at: \_\_\_\_\_ ("Agreement") does hereby agree to serve as Holder in such Agreement, subject to the terms herein.

**1. TERMS OF CLOSING ATTORNEY ACTING AS HOLDER.**

- a. This Escrow Agreement is hereby incorporated into the Agreement and together they shall bind Closing Attorney acting as Holder. The provisions in the Agreement (including the Escrow Agreement) relating directly or indirectly to earnest money and trust funds may be enforced by Holder as a third-party beneficiary to the Agreement. Holder shall have all of the pre-printed rights and duties of Holder and shall follow the procedures binding Holder set forth in the Agreement, unless other agreed to in writing by Buyer, Seller, and Holder. Closing Attorney shall have all of the preprinted rights and duties of Holder set forth in the Agreement without amendment or modification;
- b. Upon the Closing Attorney becoming Holder, the timeframe for Closing Attorney to begin to perform the duties of Holder shall not commence until Holder receives the signed and executed Agreement in its entirety ("Entire Contract"). With regards to amendments to the Entire Contract, the rights and duties of Holder under the amendment shall not commence until Holder receives the amendment.
- c. This Escrow Agreement shall be interpreted in accordance with the laws of the State of Georgia;
- d. Time is of the essence; and
- e. This Agreement (including the Escrow Agreement) and any amendment thereto shall constitute the entire agreement of the parties relative to the Closing Attorney acting as Holder.

- 2. CLOSING ATTORNEY MUST AGREE TO BECOME HOLDER WITHIN THREE (3) BUSINESS DAYS.** The Closing Attorney shall not become the Holder unless the Closing Attorney has within three (3) business days from the date the Closing Attorney receives the Entire Contract the Closing Attorney has: a) signed this Escrow Agreement without modification (except for filling in the blanks contained herein); and b) delivered the same to Buyer and Seller.

- 3. FAILURE OF CLOSING ATTORNEY TO TIMELY AGREE TO BECOME HOLDER.** If the Closing Attorney named as Holder herein has not become Holder within three (3) business days from the date the Closing Attorney receives the Entire Contract in which the Closing Attorney has been appointed as the Holder, then: a) the Alternate Holder referenced in the Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same.

**4. CONTACT INFORMATION**

Buyer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Seller's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Seller's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

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**ALL CASH SALE  
(NO FINANCING CONTINGENCY)  
EXHIBIT " \_\_\_\_\_ "**



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This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, Georgia \_\_\_\_\_.

1. **All Cash Sale.** While Buyer has sufficient liquid assets to purchase the Property in this transaction for "all cash", Buyer:
- A. ☐ reserves the right to pay all or a portion of the purchase price by obtaining an institutional first mortgage secured by a deed to secure debt on the Property; AND/OR
- ☐ reserves the right to pay all or a portion of the purchase price by obtaining a non-institutional first mortgage or other loan.

OR

- B. ☐ shall not have the right to obtain a mortgage financing to pay for all or a portion of the purchase price of the Property. The Buyer is not obtaining a loan; therefore, the Buyer has no right to unilaterally extend the closing date for eight (8) days for reasons of mortgage lender delay.
2. **Verification of Funds.** Within \_\_\_\_\_ days from the Binding Agreement Date Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail all of the sources of Buyer's funds to purchase the Property ("Required Information"). The Required Information shall consist of at least one of the following:
- A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") of or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property;
- B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds and/or Assets on deposit with the institution. Such account statement must be for the regular time period that such statements are issued immediately preceding the Binding Agreement Date.
4. **Authorization and Security.** Buyer does hereby authorize Seller and Listing Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Listing Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise shield account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.
5. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.
6. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement ☐ shall or ☐ shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:
- A. **Type of Appraisal:** The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed or signed off by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(13)) with respect to the Property.
- B. **Selection of Appraiser:** The appraiser shall be selected by *[Select one. The sections not selected shall not be a part of this Agreement.]*: ☐ Buyer, ☐ Seller, OR ☐ Other (\_\_\_\_\_); and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.



- 6. Use of Approved Mortgage Lender and Loan Denial Letter.** If Buyer has agreed to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter must be from an Approved Mortgage Lender. If Buyer is not required to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter may be from any institutional mortgage lender licensed to do business in Georgia. A Loan Denial Letter from a non-institutional mortgage lender shall not be the basis for Buyer to terminate this Agreement.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon any of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); or (d) Buyer making purchases that adversely affect Buyer's debt to income ratio.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

- 7. Right of Seller to Request Evidence of Buyer's Ability to Close.** If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.
- 8. Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.
- 9. Authorization of Buyer to Release Information to Seller and Brokers.** Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.
- 10. Miscellaneous.** For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.
- 11. Appraisal Contingency.** In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the Lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Buyer with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall within \_\_\_\_\_ days of the Binding Agreement Date have the right to request that Seller reduce the sales price of the Property to a price not less than the appraised price by submitting an Amendment to Sales Price (F713) ("ATSP") to Seller along with a copy of the appraisal supporting the lower price. In the event that Buyer does not submit an ATSP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall no longer be subject to an appraisal contingency.
- Seller shall accept or reject the ATSP within three (3) days from the date that the ATSP is delivered to Seller but not later than one (1) day prior to the Closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date). If Seller timely accepts the ATSP, Buyer shall be obligated to purchase the Property in accordance with this Agreement as amended by the ATSP. If Seller does not accept the ATSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller given within three (3) days of the date that Buyer receives notice that Seller has not accepted the ATSP but not later than one (1) day prior to the Closing. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property. In such event, Buyer shall be obligated to purchase the Property for the price set forth in this Agreement.
- 12. Lender Required Repairs.** Any repairs required by lender are to be completed and paid for by \_\_\_\_\_ prior to Closing provided such repairs do not exceed \$ \_\_\_\_\_ in total costs. In the event the anticipated costs exceed the amount listed above, an itemized estimate shall be provided to all parties from third-party contractor(s), selected by Seller, of the total costs of repairs to be made to the Property.

Seller or Buyer shall have the option to pay the excess amount. If the parties do not agree in writing who shall pay the excess amount, then this Agreement shall terminate within three (3) days of written notice of itemized estimate.



- 6. Use of Approved Mortgage Lender and Loan Denial Letter.** If Buyer has agreed to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter must be from an Approved Mortgage Lender. If Buyer is not required to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter may be from any institutional mortgage lender licensed to do business in Georgia. A Loan Denial Letter from a non-institutional mortgage lender shall not be the basis for Buyer to terminate this Agreement.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon any of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); or (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); or (d) Buyer making purchases that adversely affect Buyer's debt to income ratio.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

- 7. Right of Seller to Request Evidence of Buyer's Ability to Close.** If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.
- 8. Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.
- 9. Authorization of Buyer to Release Information to Seller and Brokers.** Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.
- 10. Miscellaneous.** For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.
- 11. Amendatory Clause.** It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete the purchase of Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given in accordance with HUD/FHA requirements a written statement by the Federal Housing Commissioner or a Direct Endorsement lender setting forth the appraised value of Property of not less than \$\_\_\_\_\_. Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.
- 12. Mortgage Insurance Premium.** The FHA up-front \_\_\_\_\_ percent (%) mortgage insurance premium shall be paid by Buyer as follows: *[select one]*
- ☐ A. in full at closing,
- OR**
- ☐ B. added to the loan amount and financed. (If this box is checked, then the term "loan amount" as used herein shall mean the amount set forth in the Purchase and Sale Agreement plus the FHA mortgage insurance premium so financed; the monthly payments will increase accordingly.)
- 13. When Mortgage Insurance Premium Is Paid.** Buyer is aware that a monthly mortgage insurance premium shall be included in the regular monthly mortgage payments.
- 14. Seller shall pay the following lender fees:** Tax Service Fees.
- (These costs ☐ are included OR ☐ are in addition to any closing costs that Seller may have agreed to pay in accordance with the Seller's Contributions at Closing paragraph.)
- 15. Repairs Required in FHA Commitment.** Any repairs required in the FHA Commitment shall be completed and paid for by \_\_\_\_\_ prior to closing provided such repairs do not exceed \$\_\_\_\_\_ in total costs.

- 6. Use of Approved Mortgage Lender and Loan Denial Letter.** If Buyer has agreed to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter must be from an Approved Mortgage Lender. If Buyer is not required to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter may be from any institutional mortgage lender licensed to do business in Georgia. A Loan Denial Letter from a non-institutional mortgage lender shall not be the basis for Buyer to terminate this Agreement.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon any of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); or (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); or (d) Buyer making purchases that adversely affect Buyer's debt to income ratio.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

- 7. Right of Seller to Request Evidence of Buyer's Ability to Close.** If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.
- 8. Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.
- 9. Authorization of Buyer to Release Information to Seller and Brokers.** Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.
- 10. Miscellaneous.** For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.
- 11. Amendatory Clause.** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the property described herein, if the Agreement purchase price or costs exceeds the reasonable value of the property established by the Veterans Administration ("VA"). The Buyer shall, however, have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of the reasonable value established by VA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to VA and which Buyer represents will not be borrowed funds except as approved by VA. If VA reasonable value of the property is less than the purchase price, Seller may reduce the purchase price to an amount equal to the VA reasonable value and the parties to the sale shall close at such lower purchase price with appropriate adjustments to the sales Agreement.
- 12. VA Funding Fee.** The VA Funding fee shall be paid as follows: *[select one]*
- ☐ A. In full at closing by \_\_\_\_\_; **OR**
- ☐ B. Added to the loan amount and financed [If this box is checked, then the term "loan amount" as used herein shall mean the amount set forth in the Purchase and Sale Agreement plus the VA Funding fee so financed; the monthly payments will increase accordingly.]; **OR**
- ☐ C. No VA Funding fee required for this veteran per the certificate of eligibility.
- 13. Certain Repairs Paid by Seller.** Any repairs required in the VA Certificate of Reasonable Value shall be completed and paid for by Seller prior to closing, provided such repairs do not exceed \$\_\_\_\_\_ in total costs. In the event the anticipated costs exceed the amount listed above, an itemized estimate shall be provided to all parties from third-party contractor(s), selected by Seller, of the total costs of repairs to be made to the Property.

Seller or Buyer shall have the option to pay the excess amount. If the parties do not agree in writing who shall pay the excess amount, then this Agreement shall terminate within three (3) days of written notice of itemized estimate.

**14. Certain Fees Paid by Seller.** Notwithstanding any provision to the contrary contained in this Agreement or in any exhibit attached hereto, Seller shall pay all of the following amounts to the extent the same are charged as part of this transaction even if they exceed Seller's Contributions at Closing:

- A. termite letter, loan closing or settlement fees, document preparation fees, preparing loan papers or conveyance fees, attorneys services (other than for title work), photographs, interest rate lock-in fees, postage and other mailing charges, stationery, telephone calls and other overhead, amortization schedules, pass books, and membership or entrance fees, escrow fees or charges, notary fees, preparation and assignment of mortgage to other secondary market purchasers, trustee's fees or charges, loan application or processing fees, fees for preparation of truth-in-lending disclosure statement, fees charged by loan brokers, finders or other third party fees, and tax service fees.
- B. any other fees, costs and charges which are not permitted or allowed by VA to be paid by the Buyer.

The above-referenced costs, which must be paid by Seller shall first be paid out of Seller's Contribution at Closing, if any. If Seller's Contribution to Closing is zero, Seller shall pay the entire amount of the costs referenced above.

**15. Home Warranty.** If the improvements on Property are less than one (1) year old at the time of closing, Seller shall, if required by VA, provide a home warranty certificate acceptable to VA at Seller's Cost.

**16. Public Water and Sewer.** As required by VA, both Buyer and Seller agree that if public water or a public sewer system is available at the street, and the local authority requires it, the Property must be connected, and that Seller agrees to pay the cost of said connection not to exceed \$ \_\_\_\_\_. In the event the anticipated costs exceed the amount listed above, an estimate shall be provided to all parties from third-party contractor(s), selected by Seller, of the total cost to connect to public water or public sewer system to Property.

Seller or Buyer shall have the option to pay the excess amount. If the parties do not agree in writing who shall pay the excess amount, then this Agreement shall terminate within three (3) days of written notice of cost to connect public water or public sewer system to the Property, and Buyer shall be entitled to a refund of Buyer's earnest money.

The responsible party shall provide at or before Closing with a certification from the proper authority that the Property is connected to and serviced by the public system.

**17. Exhibit Controls.** This exhibit shall control over a conflicting or inconsistent provision set forth in any other Exhibit to this Agreement.

1 Buyer's Signature

Print or Type Name

2 Buyer's Signature

Print or Type Name

☐ Additional Signature Page (F267) is attached.

Selling Brokerage Firm

Broker/Affiliated Licensee Signature

Print or Type Name

REALTOR® Membership

1 Seller's Signature

Print or Type Name

2 Seller's Signature

Print or Type Name

☐ Additional Signature Page (F267) is attached.

Listing Brokerage Firm

Broker/Affiliated Licensee Signature

Print or Type Name

REALTOR® Membership

**AMENDMENT TO SALES PRICE  
AMENDMENT # \_\_\_\_\_**

Date: \_\_\_\_\_



2019 Printing

**Whereas**, the undersigned parties have entered into a certain Agreement between \_\_\_\_\_  
\_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller"), with  
a Binding Agreement Date of \_\_\_\_\_ for the purchase and sale of real property located at:  
\_\_\_\_\_, Georgia  
\_\_\_\_\_; and

Now therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify and amend the Agreement as follows:

The sales price of the Property shall be \$ \_\_\_\_\_; and

In the event that the Amendment to Sales Price is pursuant to an appraisal contingency, a copy of the appraisal is attached, and in consideration of Seller agreeing to amend the sales price of the Property, all parties agree that if this Amendment is signed by Buyer and Seller and delivered to both parties, the remainder of the Buyer's Appraisal Contingency Period ☐ shall OR ☐ shall not terminate.

It is agreed by the parties hereto that all of the other terms and conditions of the Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

\_\_\_\_\_  
**1 Buyer's Signature**

\_\_\_\_\_  
**1 Seller's Signature**

\_\_\_\_\_  
**2 Buyer's Signature**

\_\_\_\_\_  
**2 Seller's Signature**

☐ Additional Signature Page (F267) is attached.

☐ Additional Signature Page (F267) is attached.

\_\_\_\_\_  
Selling Brokerage Firm

\_\_\_\_\_  
Listing Brokerage Firm

\_\_\_\_\_  
**Broker/Affiliated Licensee Signature**

\_\_\_\_\_  
**Broker/Affiliated Licensee Signature**

\_\_\_\_\_  
REALTOR® Membership

\_\_\_\_\_  
REALTOR® Membership

**Acceptance Date.** The above Amendment is hereby accepted, \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the date of \_\_\_\_\_, ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH \_\_\_\_\_ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F713, Amendment to Sales Price, 01/01/19

# COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER



This Counteroffer is made at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the date of \_\_\_\_\_.

2019 Printing

This is a Counteroffer to or modification of, as the case may be, (hereinafter collectively "Counteroffer") the unaccepted original offer set forth in the Purchase and Sale Agreement dated \_\_\_\_\_ including all exhibits attached hereto or incorporated by reference therein ("Original Offer") for property located at: \_\_\_\_\_, Georgia \_\_\_\_\_ ("Property").

- A. Previous Counteroffers Rejected.** Any and all previous Counteroffers made by either party are hereby rejected and shall not be considered a part of any agreement between the parties.
- B. Relationship between Original Offer and This Counteroffer.** The Original Offer is hereby incorporated by reference into this Counteroffer. However, the terms of this Counteroffer shall modify and control over any conflicting or inconsistent provisions contained in the Original Offer.
- C. Effect of Accepting This Counteroffer.** When this Counteroffer is signed by the Buyer and Seller and a copy of the same is delivered to both parties, a legally binding agreement shall be formed. Since the Original Offer (including all exhibits thereto) is incorporated by reference into this Counteroffer, only this Counteroffer needs to be signed to create a legally binding agreement between the parties.
- D. Clean Copy of Agreement.** At any time prior to closing, either party if so requested by the other shall sign a conformed or "clean" copy of the Agreement combining the terms of Original Offer with the controlling and supplemental provisions of this Counteroffer into one (1) document.
- E. Terms and Conditions.** The following terms and conditions of the Original Offer are modified as follows: [The sections not filled in or marked N/C (for "no change" which shall mean that no change is being proposed to that section of the agreement) shall not be a part of this Counteroffer and shall remain the same as set forth in the Original Offer.]

<b>Purchase Price of Property to be Paid by Buyer:</b> \$ _____	<b>Closing Costs:</b> _____ <b>Seller's Contribution at Closing:</b> \$ _____
<b>Closing and Possession.</b> Closing Date shall be _____ with possession of the Property transferred to Buyer at <input type="checkbox"/> Closing OR <input type="checkbox"/> _____ days after Closing at _____ o'clock <input type="checkbox"/> AM <input type="checkbox"/> PM (attach F219 Temporary Occupancy Agreement).	
<b>Holder of Earnest Money ("Holder"):</b> (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)	<b>Closing Attorney/Law Firm:</b>
<b>Earnest Money:</b> Earnest Money shall be paid by <input type="checkbox"/> check <input type="checkbox"/> cash or <input type="checkbox"/> wire transfer of immediately available funds as follows: <input type="checkbox"/> 1. \$ _____ as of the Offer Date. <input type="checkbox"/> 2. \$ _____ within _____ days from the Binding Agreement Date. <input type="checkbox"/> 3. _____	
<b>Inspection and Due Diligence.</b> Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.	
<b>Time Limit of this Counter Offer:</b> This Counteroffer, which incorporates and controls over the Original Offer, shall expire at _____ o'clock _____ m. on the date of _____ unless prior to that time it is accepted in writing and notice (as that term is defined in the Original Offer) is delivered to the party who made the Counteroffer.	

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH \_\_\_\_\_ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

**D. FIXTURES CHECKLIST**

**Directions on HOW TO USE:** It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. **To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank. THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** All items remaining with Property shall include remotes and/or all accessories necessary for use. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. Seller shall remove all items left blank below prior to closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed. Items identified as remaining with the Property shall mean those specific items as they existed in the Property as of the Binding Agreement Date. No such item shall be removed from the Property unless it is broken or destroyed. In such an event, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical.

**Appliances**

- ☐ Clothes Dryer
- ☐ Clothes Washing Machine
- ☐ Dishwasher
- ☐ Garage Door Opener
- ☐ Garbage Disposal
- ☐ Ice Maker
- ☐ Microwave Oven
- ☐ Oven
- ☐ Refrigerator w/o Freezer
- ☐ Refrigerator/Freezer
- ☐ Free Standing Freezer
- ☐ Stove
- ☐ Surface Cook Top
- ☐ Trash Compactor
- ☐ Vacuum System
- ☐ Vent Hood
- ☐ Warming Drawer
- ☐ Wine Cooler

**Home Media**

- ☐ Amplifier
- ☐ Cable Jacks
- ☐ Cable Receiver
- ☐ Cable Remotes
- ☐ Intercom System
- ☐ Internet HUB
- ☐ Internet Wiring
- ☐ Satellite Dish
- ☐ Satellite Receiver
- ☐ Speakers
- ☐ Speaker Wiring
- ☐ Switch Plate Covers

- ☐ Television (TV)
- ☐ TV Antenna
- ☐ TV Mounts/Brackets
- ☐ TV Wiring

**Interior Fixtures**

- ☐ Ceiling Fan
- ☐ Chandelier
- ☐ Closet System
- ☐ Fireplace (FP)
- ☐ FP Gas Logs
- ☐ FP Screen/Door
- ☐ FP Wood Burning Insert
- ☐ Light Bulbs
- ☐ Light Fixtures
- ☐ Mirrors
  - ☐ Wall Mirrors
  - ☐ Vanity (hanging)
- ☐ Shelving Unit & System
- ☐ Shower Head/Sprayer
- ☐ Storage Unit/System
- ☐ Window Blinds (and Hardware)
- ☐ Window Shutters (and Hardware)
- ☐ Window Draperies (and Hardware)
- ☐ Unused Paint

**Landscaping / Yard**

- ☐ Arbor
- ☐ Awning
- ☐ Basketball Post and Goal

- ☐ Birdhouses
- ☐ Boat Dock
- ☐ Fence - Invisible
- ☐ Dog House
- ☐ Flag Pole
- ☐ Gazebo
- ☐ Irrigation System
- ☐ Landscaping Lights
- ☐ Mailbox
- ☐ Out/Storage Building
- ☐ Porch Swing
- ☐ Statuary
- ☐ Stepping Stones
- ☐ Swing Set
- ☐ Tree House
- ☐ Trellis
- ☐ Weather Vane

**Recreation**

- ☐ Gas Grill
- ☐ Hot Tub
- ☐ Outdoor Furniture
- ☐ Outdoor Playhouse
- ☐ Pool
- ☐ Pool Equipment
- ☐ Pool Chemicals
- ☐ Sauna

**Safety**

- ☐ Alarm System (Burglar)
- ☐ Alarm System (Smoke/Fire)
- ☐ Security Camera
- ☐ Carbon Monoxide Detector
- ☐ Doorbell
- ☐ Door & Window Hardware

- ☐ Fire Sprinkler System
- ☐ Gate
- ☐ Safe (Built-In)
- ☐ Smoke Detector
- ☐ Window Screens

**Systems**

- ☐ A/C Window Unit
- ☐ Air Purifier
- ☐ Whole House Fan
- ☐ Attic Ventilator Fan
- ☐ Ventilator Fan
- ☐ Dehumidifier
- ☐ Generator
- ☐ Humidifier
- ☐ Propane Tank
- ☐ Propane Fuel in Tank
- ☐ Fuel Oil Tank
- ☐ Fuel Oil in Tank
- ☐ Sewage Pump
- ☐ Solar Panel
- ☐ Sump Pump
- ☐ Thermostat
- ☐ Water Purification System
- ☐ Water Softener System
- ☐ Well Pump

**Other**

- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

**Clarification Regarding Multiple Items.** Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

**Items Needing Repair.** The following items remaining with Property are in need of repair or replacement:

**B. AMOUNTS TO BE PAID BY SELLER.**

- i. **ACCOUNT STATEMENT OR CLEARANCE LETTER:** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS DISCLOSURE, SELLER AGREES TO PAY THE COST OF ANY ASSOCIATION ACCOUNT STATEMENT OR CLEARANCE LETTER ("CLOSING LETTER") INCLUDING ALL AMOUNTS REQUIRED BY THE ASSOCIATION OR MANAGEMENT COMPANY TO BE PRE-PAID IN ORDER TO OBTAIN SUCH CLOSING LETTER.
- ii. **Assessments and Special Assessments:** Seller agrees to pay: a) all Fees owing on the Property which come due before the closing so that the Property is sold free and clear of liens and monies owed to the Association; and b) any Transfer and Initiation Fees (as that term is defined below) which the Association designates are to be paid by the Seller. If a special assessment may be paid in installments without penalty over a period of time, those installments coming due before the date of Closing shall be paid by the Seller and those installments coming due after the Closing shall be paid by the Buyer.

**C. AMOUNTS TO BE PAID BY BUYER.**

- i. **Transfer and Initiation Fees:** Other than the amounts to be paid by Seller above, Buyer agrees to pay any initiation fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees which are referenced by a different name, other similar fees which are required to be paid to the Association and/or property management company as a one-time fee associated with the closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collectively, "Transfer and Initiation Fees"). Advance assessments due at closing for a period of time after closing, shall not be Transfer and Initiation Fees and are to be paid by Buyer. Move-in fees, including fees and security deposits to reserve an elevator, shall not be a Transfer and Initiation Fee and are to be paid by Buyer.

**4. Fees to be Paid to the Association.****A. TRANSFER AND INITIATION FEES. [Select all which apply. The sections not checked shall not be a part of this Agreement. If a fee is not accurately disclosed below or is left blank, the Seller shall pay the difference between what was disclosed and the actual fee owing.]**

Buyer will need to pay the following Transfer and Initiation Fees at Closing or as part of moving into the Association:

- ☐ Initiation Fee \$ \_\_\_\_\_
- ☐ Transfer Fee \$ \_\_\_\_\_
- ☐ New Account Fee \$ \_\_\_\_\_
- ☐ Fee to Transfer Common Area Keys, Gate Openers, Fobs, Etc. \$ \_\_\_\_\_
- ☐ Other Fee (Excluding Closing Letter Paid by Seller) \_\_\_\_\_ \$ \_\_\_\_\_; and
- ☐ Other Fee (Excluding Closing Letter Paid by Seller) \_\_\_\_\_ \$ \_\_\_\_\_.

**B. ANNUAL ASSOCIATION ASSESSMENTS.**

- ☐ i. **Mandatory Membership Association:** Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently \$ \_\_\_\_\_ and is paid in \_\_\_\_\_ installments.
- ☐ ii. **Voluntary Membership Association:** If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be \$ \_\_\_\_\_ and paid in \_\_\_\_\_ installments.
- ☐ iii. **Master Association:** If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be \$ \_\_\_\_\_ and paid in \_\_\_\_\_ installments.
- ☐ iv. **Other Mandatory Billed Association Fees:** A fee for \_\_\_\_\_ is currently \$ \_\_\_\_\_ and is paid for in \_\_\_\_\_ installments

**C. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES. The following services and amenities are included in the Association annual assessment: [Select all which apply. The sections not checked shall not be a part of this Agreement.]****Utilities for Property**

- ☐ Gas
- ☐ Water
- ☐ Electric
- ☐ Heating
- ☐ Sewer

**Services**

- ☐ Concierge
- ☐ Gate Attendant
- ☐ Trash Pickup
- ☐ Road Maintenance
- ☐ Maintenance of Property
- ☐ Grounds
- ☐ Dwelling Exterior
- ☐ Common Area Maintenance

**Amenities**

- ☐ Pool
- ☐ Tennis
- ☐ Golf
- ☐ Clubhouse
- ☐ Playground
- ☐ Exercise Facility
- ☐ Equestrian Facility
- ☐ Marina/Boat Storage

**Other**

- ☐ Cable
- ☐ Pest Control
- ☐ Termite Control
- ☐ Fire Insurance on Property
- ☐ Flood Insurance on Property
- ☐ Common Area Insurance
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_



**D. SPECIAL ASSESSMENTS.** *[Select all which apply. The sections not checked shall not be a part of this Agreement.]*

To the best of Seller's knowledge there ☐ is **OR** ☐ is not a special assessment owing to or under consideration by the Association or any Master Association. If a special assessment is owing to or under consideration by the Association or any Master Association, it is *[Select all which apply. The sections not checked shall not be a part of this Agreement]:*

- ☐ already passed by the Association in the estimated amount of \$ \_\_\_\_\_;
- ☐ already passed by the Master Association in the estimated amount of \$ \_\_\_\_\_;
- ☐ under consideration by the Association in the estimated amount of \$ \_\_\_\_\_; or
- ☐ under consideration by the Master Association in the estimated amount of \$ \_\_\_\_\_.

- 5. Seller Warranty.** Seller warrants that Seller has accurately and fully disclosed all Transfer and Initiation Fees and Special Assessments to Buyer. If any of the fees and/or special assessments referenced in 4(A) and 4(D) are either not disclosed or increased from what is initially disclosed to Buyer above, then such increases or undisclosed fees and/or special assessments shall be paid by Seller. All Transfer and Initiation Fees paid by Seller pursuant to this paragraph are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

- 6. Litigation/Violations.** There ☐ is or ☐ is not any threatened or existing litigation relating to alleged construction defects in the Association in which the Association is involved.

If there is threatened or existing litigation, please summarize the same below:

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Seller ☐ has or ☐ has not received any notice from the Association(s) referenced herein that Seller is in violation of any rule, regulation or covenant of the Association. If Seller has received such a notice of violation, summarize the same below and the steps Seller has taken to cure the violation.

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- 7. Consent of Buyer to Reveal Information to Association.** Buyer hereby authorizes Closing Attorney to reveal to the Association from whom the Closing Attorney is seeking a Closing Letter the Buyer's name and any contact information the Closing Attorney has on the Buyer such as telephone numbers, e-mail addresses, etc. The Closing Attorney may rely on this authorization.

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_



# RENTAL APPLICATION

(One For Each Adult Applicant)



2019 Printing

**APPLICATIONS ARE NOT ACCEPTED ON A FIRST COME, FIRST SERVED BASIS. O.C.G.A §10-6A-6 requires brokers to present ALL offers to lease to the landlord/owner. The landlord/owner reserves the right to accept the best offer based on economic considerations. These considerations include, but are not limited to, the move-in date of the applicant, the rental rate offered by the applicant, any concessions requested by the applicant, and the creditworthiness of the applicant.**

Application is hereby made to rent the premises generally described as \_\_\_\_\_ ("Property").

The multiple listing service number for this property, if known, is \_\_\_\_\_.

- 1. Lease Term.** The term of the lease of the Property for which Applicant is applying shall start on \_\_\_\_\_ ("Commencement Date") and end on \_\_\_\_\_.
- 2. Proposed Monthly Rent.** \_\_\_\_\_
- 3. Lease Application Fee.** Applicant has paid a nonrefundable Lease Application Fee of \$ \_\_\_\_\_ to process this Rental Application, determine Applicant's credit worthiness to lease the Property and conduct a background investigation of Applicant.
- 4. Authorization to Do Credit and Background Check.** Applicant hereby authorizes Owner and any authorized agent of Owner ("Agent") to do whatever background and credit check on Applicant that the Owner or Agent deem appropriate. This may include among other things obtaining one or more credit reports on Applicant. Such credit report(s) may be obtained before and during the term of the Lease and after the expiration or termination of the Lease as part of any effort to collect rent, costs, fees and charges owing under such Lease. Applicant acknowledges that merely requesting such reports may lower Applicant's credit score and Applicant expressly consents to the same.
- 5. Reservation Fee.** A reservation fee of \$ \_\_\_\_\_ by ☐ check, ☐ cash or ☐ money order is being made along with this rental application. If Applicant's application is approved and a lease is entered into between Owner and Applicant the fee shall be applied towards Applicant's rent as referenced in said lease. If Applicant's application is denied, this Reservation Fee shall be refunded to Applicant without interest. If the Applicant's application is approved, and Applicant fails to execute Owner's standard lease agreement for the Premises prior to the Commencement Date (or to pay the required rent thereunder such that the lease does not Commence), then Owner may retain the Reservation Fee as liquidated damages, it being acknowledged and agreed that the same is a reasonable pre-estimate of Owner's damages for not seeking to rent the Property to others during this time period and not a penalty.
- 6. Use of Information.** The information in this application or obtained as a result of the authorization given herein by Applicant will not be sold or distributed to others. However, Owner or Agent may use such information to decide whether to lease the Property to Applicant and for all other purposes relative to any future lease agreement between the parties including the enforcement thereof.
- 7. Application Does Not Create a Lease.** This application, even if accepted, shall under no circumstances be considered a lease agreement between Applicant and Owner or an offer to lease. No lease shall exist between Applicant and Owner unless and until the parties enter into a formal Lease Agreement and Applicant pays all required fees, deposits and advance rent.
- 8. Warranty of Applicant.** Applicant hereby warrants that the information supplied above is complete and accurate and that the breach of this warranty by Applicant may result in the termination of any Lease entered into with Applicant by Owner.
- 9. Commitment to Equal Housing.** Owner and Agent are committed to providing equal housing opportunities to all rental applicants regardless of race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
- 10. Reason for Denial.** If this Application is denied, Owner or Agent shall within ten (10) days thereafter and upon the written request of applicant, state the basis for said denial to Applicant.

I, the undersigned, understand that \_\_\_\_\_ (Broker/Management) is the Agent and representative for the owner of the Property and will be paid a fee by the owner. I also understand that this Property is being leased "AS-IS" in its present condition. I understand that Management prefers that I see the Property in person and conduct any inspections of the Property which I might desire, at my own expense, prior to applying for the Property.

Accepted By:

Applicant's Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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# LEASE FOR RESIDENTIAL PROPERTY



2019 Printing

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (\_\_\_\_\_) and the undersigned Tenant (\_\_\_\_\_) do hereby agree as follows:

**A. PRIMARY TERMS.** The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

**Lease.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of \_\_\_\_\_ on the terms and conditions of which are set forth below.

<b>1. Property Address:</b> _____ <b>Unit</b> _____ City _____ County _____ Georgia, Zip _____ ("Premises")	
<b>2. Lease Start Date:</b> _____ <b>Last Day of Lease ("Lease End Date"):</b> _____ Tenant may terminate this Agreement without penalty if possession is not granted within _____ days of the Lease Start Date ("Approved Delay Period").	
<b>3. Rent.</b> <b>a. Rent:</b> Tenant shall pay monthly rent of \$ _____. Rent Shall Be Payable To _____ and delivered to: _____ ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. <b>b. Due Date for Rent:</b> Rent must be paid by the _____ day of the month <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Certified Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH or <input type="checkbox"/> EFT. Rent shall be paid no later than by _____ m. on the _____ day of the month ("Due Date"). <b>c. Late Date and Late Fee:</b> Rent paid after _____ m. on the _____ day of the month shall be late and must include additional rent of \$ _____ ("Additional Rent for Late Payment"). <b>d. Credit Card:</b> If rent is paid by Credit Card rent must include a credit card convenience fee of _____. <b>e. Service Charge:</b> Tenant shall immediately pay Landlord a service charge of \$ _____ ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.	
<b>4. Security Deposit.</b> <b>a.</b> Tenant shall pay _____ as "Holder" a security deposit of \$ _____ by: <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Certified Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH or <input type="checkbox"/> EFT. <b>b. Security Deposit Bank Account:</b> The security deposit will be held in: <input type="checkbox"/> Escrow Account at _____ Bank; OR <input type="checkbox"/> General Account at _____ Bank.	
<b>5. Notice Not to Renew Lease.</b> A party electing not to renew the Lease shall be required to provide _____ days notice of the same to the other party even when the lease becomes a month to month agreement.	
<b>6. Re-Key Fee Paid By Tenant upon Lease Termination:</b> \$ _____	
<b>7. Non-Refundable Administrative Fee Paid by Tenant:</b> \$ _____	
<b>8. Pets.</b> Tenant <input type="checkbox"/> shall or <input type="checkbox"/> shall not be allowed to keep pets on the premises. If pets are allowed a separate pet exhibit must be attached hereto and is incorporated into this Lease.	
<b>9. Smoking.</b> Tenant <input type="checkbox"/> shall or <input type="checkbox"/> shall not be allowed to smoke, in any form, on or in the Premises.	
<b>10. No Subletting.</b> No subletting of any kind including, but not limited to, nightly rental services such as AIRBNB.com, or home exchange services such as HomeExchange.com.	
<b>11. Utilities.</b> Utilities provided by Landlord: <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Electricity <input type="checkbox"/> Trash Pickup <input type="checkbox"/> Cable <input type="checkbox"/> None <input type="checkbox"/> Other: _____	
<b>12. Early Termination by Tenant.</b> Tenant <input type="checkbox"/> shall OR <input type="checkbox"/> shall not have the right to terminate this Lease early. If Tenant has a right to terminate the Lease early, Tenant must: <input type="checkbox"/> <b>a.</b> Give Landlord no less than _____ days prior notice of the termination. <input type="checkbox"/> <b>b.</b> Comply in ALL respects with the requirements set out in Paragraph B.11. <input type="checkbox"/> <b>c.</b> In addition to the rent due, pay \$ _____ or _____ % of the total rent that otherwise would have been owed through the Lease End Date, not later than _____ days from the date Notice to Terminate is received. <input type="checkbox"/> <b>d.</b> Pay an Early Lease Termination Administrative Fee of \$ _____, not later than _____ days from the date Notice to Terminate is received.	
<b>13. Early Termination by Landlord.</b> Landlord shall have the right to terminate the Lease early upon not less than _____ days notice and upon such termination and Tenant vacating the Premises, Landlord shall credit Tenant with the sum of \$ _____ ("Early Termination Fee to Tenant") which shall first be applied against any monies owing from Tenant to Landlord with the balance thereafter being paid to Tenant by Landlord.	

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**12. Early Termination by Tenant.**

- a. **Right to Terminate Early:** Tenant shall have the right to terminate this Lease early only if Tenant has expressly been given the right to terminate the Lease early as provided elsewhere herein, Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all of the provisions of this paragraph, Tenant continues to pay rent on time and in full for the months prior to the Termination Date, Tenant pays any additional fees due per this section on time as set out in the Primary Terms section, and termination is as of the last day of a calendar month. If all of these conditions have been met, Tenant may terminate this Lease by following the procedures set forth elsewhere herein and returning the Premises in a clean and rent ready condition, ordinary wear and tear excepted. To be effective, any notice for early termination must be signed by all Tenants. Tenant's election of early termination shall not relieve Tenant of responsibilities and obligations regarding damage to Premises and/or Property. Tenant may not apply the security deposit toward the payment of any of Tenant's financial obligations set forth herein.
- b. **Military Activation:** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty in the military during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event, this Lease shall be controlled by the Service Members' Civil Relief Act of 2003 as amended in 50 U.S.C.A. § 50-534 and O.C.G.A. § 44-7-22.
- c. **Active Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: (1) thirty (30) days rent after Tenant gives notice under this section; and (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant. If Tenant is active duty military and presents to Landlord a copy of official orders of transfer to another military location, then and in that event, Tenant shall be required to give Landlord the notice to terminate early set forth elsewhere herein but shall have no obligation to pay an Early Lease Termination Administrative Fee or additional rent other than for thirty (30) days after Tenant gives notice under this section in accordance with O.C.G.A. § 44-7-22.
- d. **Victim of Domestic Abuse:** Notwithstanding any provision to the contrary contained herein, if Tenant receives a "Civil family violence order" or a "Criminal family violence order" as defined in O.C.G.A. § 44-7-23, and Tenant provides Landlord with a copy of said order, then and in that event, Tenant shall be required to give Landlord the notice to terminate early set forth elsewhere herein but shall have no obligation to pay an Early Lease Termination Administrative Fee or additional rent other than for thirty (30) days after Tenant gives notice under this section.

**13. Early Termination by Landlord.** Landlord may terminate the Lease prior to the lease expiration date and in such event Tenant agrees to vacate the Premises subject to the following:

- a. Landlord shall give Tenant written notice of the early termination and to vacate (in which case Tenant shall still owe rent through the notice period); and
- b. After Tenant has vacated the Premises, Landlord shall credit to Tenant the Early Termination Fee to Tenant as liquidated damages for disturbing Tenant's quiet enjoyment of the Premises and for the inconvenience of moving early. This credit will be applied to the Tenant account at the time the Tenant vacates the Premises and shall be included with any applicable security deposit refund. The foregoing shall not relieve the Tenant of his or her responsibilities and obligations regarding any damage to the property.

**14. Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Agreement, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.**15. Fee to Prepare Lease Amendment.** Should Tenant request and Landlord consent to modifying the Lease, Tenant agrees to pay Manager the Fee to Prepare Lease Amendment set forth elsewhere herein.**16. Use.** Premises shall be used for residential purposes only and shall be occupied only by those persons listed in this Agreement. Premises and Property shall be used by Tenant and Tenant shall cause all occupants of the Premises and their guests, invitees, licensees and contractors of Tenant to use the Premises and Property in accordance with all federal, state, county, and municipal laws and ordinances. A "guest" shall be defined as anyone who visits the Property for no longer than fourteen (14) consecutive days or twenty-eight (28) non-consecutive days in any twelve (12) month period. Any adult that resided in the Property for more than fourteen (14) consecutive days or twenty-eight (28) non-consecutive days in any twelve (12) month period shall be an unauthorized occupant in violation of this paragraph unless such adult undergoes Landlord's application process and is added to this Lease by mutual agreement. Tenant agrees that any violation or noncompliance of the above resulting in fines, sanctions or penalties being imposed against Landlord or Manager shall be the financial responsibility of and immediately paid by the Tenant to Landlord as Additional Rent. Tenant shall be responsible for ensuring that Tenant, all occupants of the Premises and their respective invitees, licensees, contractors and guests comply with the Rules and Regulations set forth below and not engage in any activity while on Property or in Premises that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted for any unlawful activity occurring on Property or for a felony occurring off of the Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may, but shall not be obligated to, terminate this Lease upon notice to Tenant. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.**17. Appliances.** Only the appliances described elsewhere herein are provided by Landlord as part of this Agreement and included in this Lease. Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair.**18. Lawn and Exterior Maintenance.** The party maintaining the lawn shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and fall leaf season) and shall keep the Premises, including the yard, lot, grounds, walkways and driveway clean and free of rubbish, trash and debris. Landlord shall be responsible for any other maintenance of the Premises or the Property required under O.C.G.A. 44-7-13.

**REQUIRED RENTER'S INSURANCE  
EXHIBIT # \_\_\_\_\_**



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RE: Lease Agreement dated \_\_\_\_\_ by and between \_\_\_\_\_  
("Owner" or "Landlord", as the case may be) and \_\_\_\_\_ ("Tenant") for property located at:  
\_\_\_\_\_ ("Property" or "Premises").

**RENTER'S INSURANCE**

Tenant shall be obligated to obtain and maintain for the duration of the Lease a renter's insurance policy covering the Tenant's personal property in an amount not less than \$\_\_\_\_\_ and liability insurance coverage in an amount of at least \$\_\_\_\_\_ and naming Landlord and Manager (if they are both identified in the Lease) as additional insureds ("Minimum Required Insurance").

Tenant shall furnish to the Manager or Landlord a current certificate of insurance for the Minimum Required Insurance prior to occupancy of Premises and at the time of each lease renewal period. Tenant's renter's insurance policy shall name the Landlord and the Manager (if they are both identified in the Lease) as "Additional Insureds". If at any time Tenant does not have Minimum Required Insurance with the agreed Additional Insureds, Tenant shall be in default of the Lease and Landlord shall have, in addition to any other rights under the Lease, the right, but not the obligation, to purchase the Minimum Required Insurance coverage on Tenant's behalf and seek reimbursement from the Tenant for all costs and expenses associated therewith ("Purchase Cost"). In such event, the Purchase Cost shall be deemed Additional Rent and due with the next payment of rent.

**IN WITNESS WHEREOF**, the parties do hereby agree to this Exhibit.

\_\_\_\_\_  
**1 Tenant's Signature**

\_\_\_\_\_  
**Manager or Landlord's Signature**

\_\_\_\_\_  
Print or Type Name                      Date

\_\_\_\_\_  
Print or Type Name                      Date

\_\_\_\_\_  
**2 Tenant's Signature**

\_\_\_\_\_  
Print or Type Name                      Date

☐ **Additional Signature Page (F931) is attached.**

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# Georgia Association REALTORS® - Partners in Education

## Student Course / Instructor Evaluation

Course Name \_\_\_\_\_

Instructor \_\_\_\_\_

Date \_\_\_\_\_

**PLEASE FILL IN THE BUBBLES COMPLETELY SO ANSWERS ARE SCANABLE.**

**Please do NOT use check marks, x's or any other type of mark.**

**The instructor encouraged my participation through questions and answers or exercises.**

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Neutral
- ☐ Agree
- ☐ Strongly Agree

**The instructor presented ideas clearly and made the subject matter interesting.**

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Neutral
- ☐ Agree
- ☐ Strongly Agree

**The use of the outline / handouts for study and / or reference was helpful.**

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Neutral
- ☐ Agree
- ☐ Strongly Agree

**The topic is relevant / helpful to my real estate activities.**

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Neutral
- ☐ Agree
- ☐ Strongly Agree

**I would want this instructor back.**

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Neutral
- ☐ Agree
- ☐ Strongly Agree

**Additional Comments:**

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Thank you for your input. (Revised 5-2017)