



PURCHASE AND SALE AGREEMENT

Offer Date:

1. Purchase and Sale

The undersigned buyer(s) (“Buyer”) agree to buy and the undersigned seller(s) (“Seller”) agree to sell the real property described below including all fixtures, improvements and landscaping therein (“Property”) on the terms and conditions set forth in this Agreement.

A. Property Identification:

Address:

City: _____, County
_____, Georgia, Zip Code

MLS Number: _____ Tax I.D. Number: _____



PURCHASE AND SALE AGREEMENT

Offer Date: _____ April 12, 20xx

1. Purchase and Sale

The undersigned buyer(s) (“Buyer”) agree to buy and the undersigned seller(s) (“Seller”) agree to sell the real property described below including all fixtures, improvements and landscaping therein (“Property”) on the terms and conditions set forth in this Agreement.

A. Property Identification:

Address:

City: _____, County

_____, Georgia, Zip Code

MLS Number: _____ Tax I.D. Number: _____



PURCHASE AND SALE AGREEMENT

Offer Date: _____ April 12, 20xx

1. Purchase and Sale

The undersigned buyer(s) (“Buyer”) agree to buy and the undersigned seller(s) (“Seller”) agree to sell the real property described below including all fixtures, improvements and landscaping therein (“Property”) on the terms and conditions set forth in this Agreement.

A. Property Identification:

Address: _____ 1445 Grove Road

City: _____ Atlanta _____, County _____ Peachtree
_____, Georgia, Zip Code _____ 30001

MLS Number: _____ 987444123 _____ Tax I.D. Number: _____ 2-116-046



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

B. Legal Description: The legal description of the Property is

[Select one of the following below]:

- 1. attached as an exhibit hereto;
- 2. the same as described in Deed Book ___ 341 ___, Page ___ 123 ___, of the land records of the above county; OR
- 3. Land Lot(s) ___ N/A ___ of the ___ N/A ___ District, ___ N/A ___ Section/ GMD, Lot ___ N/A ___, Block ___ N/A ___, Unit ___ N/A ___, Phase/Section ___ N/A ___ of ___ N/A ___ Subdivision/ Development, according to the plat recorded in Plat Book ___ N/A ___, Page ___ N/A ___, et. seq., of the land records of the above county.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

C. Purchase Price of Property to be Paid by Buyer: \$ 170,000.00

D. Seller's Monetary Contribution at Closing: \$

E. Closing Date:

F. Seller Retains Possession of Property Through:



G. Holder of Earnest Money ("Holder"):



H. Closing Law Firm:



I. **Earnest Money:** Earnest Money shall be paid by check cash wire

transfer of immediately available funds as follows:

1. \$

as of the offer date.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

C. Purchase Price of Property to be Paid by Buyer: \$ 170,000.00

D. Seller's Monetary Contribution at Closing: \$ 4,000.00

E. Closing Date:

F. Seller Retains Possession of Property Through:

G. Holder of Earnest Money ("Holder"):

H. Closing Law Firm:

I. **Earnest Money:** Earnest Money shall be paid by check cash wire

transfer of immediately available funds as follows:

1. \$ _____ as of the offer date.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

C. Purchase Price of Property to be Paid by Buyer: \$ 170,000.00

D. Seller's Monetary Contribution at Closing: \$ 4,000.00

E. Closing Date: June 15

F. Seller Retains Possession of Property Through:

G. Holder of Earnest Money ("Holder"):

H. Closing Law Firm:

I. **Earnest Money:** Earnest Money shall be paid by check cash wire

transfer of immediately available funds as follows:

1. \$ _____ as of the offer date.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

C. Purchase Price of Property to be Paid by Buyer: \$ 170,000.00

D. Seller's Monetary Contribution at Closing: \$ 4,000.00

E. Closing Date: June 15

F. Seller Retains Possession of Property Through: _____ Closing _____

G. Holder of Earnest Money ("Holder"): _____

H. Closing Law Firm: _____

I. **Earnest Money:** Earnest Money shall be paid by check cash wire
transfer of immediately available funds as follows:

1. \$ _____ as of the offer date.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

C. Purchase Price of Property to be Paid by Buyer: \$ 170,000.00

D. Seller's Monetary Contribution at Closing: \$ 4,000.00

E. Closing Date: June 15

F. Seller Retains Possession of Property Through: Closing

G. Holder of Earnest Money ("Holder"): Southland Realty

H. Closing Law Firm:

I. **Earnest Money:** Earnest Money shall be paid by check cash wire

transfer of immediately available funds as follows:

1. \$ _____ as of the offer date.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

C. Purchase Price of Property to be Paid by Buyer: \$ 170,000.00

D. Seller's Monetary Contribution at Closing: \$ 4,000.00

E. Closing Date: June 15

F. Seller Retains Possession of Property Through: Closing

G. Holder of Earnest Money ("Holder"): Southland Realty

H. Closing Law Firm: Julian Gold & Sons, Inc.

I. **Earnest Money:** Earnest Money shall be paid by check cash wire

transfer of immediately available funds as follows:

1. \$ _____ as of the offer date.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

C. Purchase Price of Property to be Paid by Buyer: \$ 170,000.00

D. Seller's Monetary Contribution at Closing: \$ 4,000.00

E. Closing Date: June 15

F. Seller Retains Possession of Property Through: Closing

G. Holder of Earnest Money ("Holder"): Southland Realty

H. Closing Law Firm: Julian Gold & Sons, Inc.

I. **Earnest Money:** Earnest Money shall be paid by check cash wire
transfer of immediately available funds as follows:

1. \$ 2,000.00 as of the offer date.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

- J. Property is being sold subject to a Due Diligence Period of ___ (twelve) 12 ___ days from the Binding Agreement Date.
- K. A survey of Property is **OR** is not attached to this Agreement as an exhibit.
- L. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was OR was not built prior to 1978 (If it was, a Lead-Based Paint Exhibit must be attached to this Agreement).
- M. Buyer has OR has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home".
- N. Time Limit of Offer: The Offer set forth herein expires at _____ o'clock _____ .m. on the date _____.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

- J. Property is being sold subject to a Due Diligence Period of ___ (twelve) 12 ___ days from the Binding Agreement Date.
- K. A survey of Property is **OR** is not attached to this Agreement as an exhibit.
- L. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was OR was not built prior to 1978 (If it was, a Lead-Based Paint Exhibit must be attached to this Agreement).
- M. Buyer has OR has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home".
- N. Time Limit of Offer: The Offer set forth herein expires at _____ o'clock _____ .m. on the date _____.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

- J. Property is being sold subject to a Due Diligence Period of ___ (twelve) 12 ___ days from the Binding Agreement Date.
- K. A survey of Property is **OR** is not attached to this Agreement as an exhibit.
- L. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was **OR** was not built prior to 1978 (If it was, a Lead-Based Paint Exhibit must be attached to this Agreement).
- M. Buyer has **OR** has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home".
- N. Time Limit of Offer: The Offer set forth herein expires at _____ o'clock _____ .m. on the date _____.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

- J. Property is being sold subject to a Due Diligence Period of ___ (twelve) 12 ___ days from the Binding Agreement Date.
- K. A survey of Property is **OR** is not attached to this Agreement as an exhibit.
- L. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was **OR** was not built prior to 1978 (If it was, a Lead-Based Paint Exhibit must be attached to this Agreement).
- M. Buyer has **OR** has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home".
- N. Time Limit of Offer: The Offer set forth herein expires at _____ o'clock _____ .m. on the date _____.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

- J. Property is being sold subject to a Due Diligence Period of 12 days from the Binding Agreement Date.
- K. A survey of Property is **OR** is not attached to this Agreement as an exhibit.
- L. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was **OR** was not built prior to 1978 (If it was, a Lead-Based Paint Exhibit must be attached to this Agreement).
- M. Buyer has **OR** has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home".
- N. Time Limit of Offer: The Offer set forth herein expires at 5:00 o'clock p .m. on the date April 14, 20xx .



PURCHASE AND SALE AGREEMENT

2. Brokerage Relationships in this Transaction.

A. Selling Broker is _____ **Southland Realty** _____ and is:

- representing Buyer as a client.
- not representing Buyer (Buyer is a customer).
- acting as a dual agent representing both Buyer and Seller.
- acting as a designated agent where _____ **Robert Patterson** _____
has been assigned to exclusively represent Buyer.



PURCHASE AND SALE AGREEMENT

2. Brokerage Relationships in this Transaction.

B. Listing Broker is _____ **Southland Realty** _____ and is:

- representing Seller as a client.
- not representing Seller (Seller is a customer).
- acting as a dual agent representing both Buyer and Seller .
- acting as a designated agent where _____ **Frances Fisher**
_____ has been assigned to exclusively represent Seller.



PURCHASE AND SALE AGREEMENT

2. Brokerage Relationships in this Transaction.

C. Material Relationship Disclosure: The Broker and/or affiliated licensees disclose the following material relationships:

_____ N/A



PURCHASE AND SALE AGREEMENT

Buyer(s) Initials _____ / _____

Seller(s) Initials _____ / _____



PURCHASE AND SALE AGREEMENT

3. **Purchase Price and Method of Payment.**

The Purchase Price shall be paid in U.S. Dollars at closing in cash or its equivalent which shall only include the wire transfer of immediately available funds, or a cashier's check issued for the closing by a federally insured bank, savings bank, savings and loan association or credit union where the funds are immediately available.



PURCHASE AND SALE AGREEMENT

4. **Deposit 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 five (5) banking days from the Binding Agreement date hereunder; or the date it is actually received by Holder 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.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date and Closing Law Firm.

A. Items Paid by Buyer at Closing:

At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the warranty deed; and (3) all other costs, fees and charges to close this transaction, except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date . . . – *continued*

B. Items Paid By Seller 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. In addition, Seller shall pay all costs, fees and charges necessary to clear title encumbrances and/or defects necessary to allow Seller to be able to convey good and marketable title to the Property and any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date . . . – *continued*

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 costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date . . . – *continued*

D. Extending the Closing Date:

Buyer or Seller may unilaterally extend the closing date for seven (7) 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); or (2) Buyer's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer. 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.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date . . . – *continued*

E. Closing Law Firm:

If Buyer is given the right to select a law firm from a mortgage lender's approved list of closing attorneys, Buyer agrees to select the law firm referenced in this Agreement. If the law firm named above is not on the mortgage lender's approved list, and cannot be added in time to close this transaction, Buyer may select another law firm from lender's approved list to close this transaction. 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. If the closing attorney declines such representation, the Buyer may select a different closing attorney.



PURCHASE AND SALE AGREEMENT

6. Title

A. Warranty:

Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by general 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.



PURCHASE AND SALE AGREEMENT

6. Title – *continued*

B. Examination:

Buyer may examine title 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.



PURCHASE AND SALE AGREEMENT

6. Title – *continued*

C. Survey:

Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term “materially different” shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in any survey, including a survey attached hereto may be raised by Buyer as title objections.



PURCHASE AND SALE AGREEMENT

7. 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. Seller shall deliver Property clean and free of trash and debris at time of possession. 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 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 . . .



PURCHASE AND SALE AGREEMENT

7. Risk of Damage to Property – *continued*

. . . 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.



PURCHASE AND SALE AGREEMENT

10. Inspection

A. Right to Inspect Property:

Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey 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.



PURCHASE AND SALE AGREEMENT

10. Inspection – *continued*

B. Duty to Inspect Neighborhood:

In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.



PURCHASE AND SALE AGREEMENT

9. Property Sold “As-Is” Unless this Agreement is Subject to Due Diligence Period.

A. General.

Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. The inclusion of a Due Diligence Period herein shall: (1) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (2) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.



PURCHASE AND SALE AGREEMENT

9. Property Sold “As-Is” Unless this Agreement is Subject to Due . . . – *continued*

B. Purpose of Due Diligence Period.

During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.



PURCHASE AND SALE AGREEMENT

9. Property Sold “As-Is” Unless this Agreement is Subject to Due . . . – *continued*

C. Notice of Decision Not To Proceed.

Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (1) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (2) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money.

A. Entitlement to Earnest Money:

Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – *continued*

B. Disbursement of Earnest Money:

Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as . . .



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – B. – *continued*

. . . originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If the check is accepted and deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to . . .



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – B. – *continued*

. . . ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – *continued*

C. Interpleader:

If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – *continued*

D. Hold Harmless:

All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage

- A. Agency Disclosure: In this Agreement, the term “Broker” shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker’s affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
1. No Agency Relationship. Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker’s role is limited to performing ministerial acts for that party.



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage – A. – *continued*

2. Consent to Dual Agency. If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
 - a. Dual Agency Disclosure. *[Applicable only if Broker is acting as a dual agent in this transaction].*
 - 1) 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 each client which is not otherwise required to be disclosed by law;



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage – A.2.a. – *continued*

- 3) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- 4) (4) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct 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.



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage – A.2. – *continued*

- b. Designated Agency Disclosure. If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage - *continued*

- B. Brokerage: Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference (“Listing Agreement”). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission).



PURCHASE AND SALE AGREEMENT

12. Disclaimer

Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.



PURCHASE AND SALE AGREEMENT

13. Lead-Based Paint

If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit is hereby attached as an exhibit to this Agreement. The term “residential dwelling” includes any painted fixture or material used therein that was built or manufactured prior to 1978.



PURCHASE AND SALE AGREEMENT

14. Notices

- A. **Notices Must Be In Writing:** All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice. It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding.
- B. **Delivery of Notice:** Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, prepaid, return receipt requested; or (5) by e-mail.



PURCHASE AND SALE AGREEMENT

14. Notices – *continued*

- C. When Notice Is Received. A notice shall not be deemed to be given, delivered or received until it is actually received by the party to whom the notice was intended or that person's authorized agent. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted to either the party or the party's authorized agent provided that the sending FAX produces a written confirmation showing the date and the time of the actual transmission and the telephone number referenced herein to which the notice should have been sent. Additionally, if the sender of a notice by e-mail receives an automatic reply indicating that the e-mail has been opened ("Read Receipt"), the e-mail notice shall be deemed received at that time.



PURCHASE AND SALE AGREEMENT

14. Notices – *continued*

- D. Notices Sent to Broker: Except in transactions where the Broker is practicing designated agency, notice to the Broker, the Broker's employees or the affiliated licensee of Broker representing a party in the transaction shall for all purposes herein be deemed to be notice to that the party and such persons shall be authorized agents of the party for the purpose of receiving notice. In any transaction where the Broker is practicing designated agency, only notice to the affiliated licensee designated by Broker to represent the party in the transaction shall be notice to that party. Personal delivery of notice may only be delivered to the party intended to receive the same or that party's authorized agent. Notice to a Broker or the affiliated licensee of Broker who is working with, but not representing a party, shall not be deemed to be notice to that party.



PURCHASE AND SALE AGREEMENT

14. Notices – *continued*

- E. Notice by Fax or E-Mail to a Broker or Affiliated Licensee of a Broker. Notices by fax or e-mail to a Broker or the affiliated licensee of a Broker may only be sent to the e-mail address or fax number, if any, of the Broker or the affiliated licensee of the Broker set forth on the signature page of this Agreement or subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures set forth herein. If no fax number or e-mail address is included on the signature page of this Agreement (or is subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures) then notice by the means of communication not provided shall not be valid for any purpose herein.



PURCHASE AND SALE AGREEMENT

14. Notices – *continued*

F. **Address, E-Mail or Number for Receiving Notices:**

Notices to a signatory to this Agreement shall only be effective if sent to the FAX number, e-mail address and/or physical address of the signatory listed on the signature page of this Agreement or subsequently provided by the signatory to the other signatories hereto in accordance with the notice provisions herein.



PURCHASE AND SALE AGREEMENT

15. Default

- A. Rights of Buyer or Seller: A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.



PURCHASE AND SALE AGREEMENT

15. Default – *continued*

- B. Rights of Broker: In the event a party defaults under this Agreement, 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions.

- A. Warranties Transfer: Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- B. Repairs: All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- C. Keys and Openers: At closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

D. 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 agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- E. 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; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

F. 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

G. Time of Essence: Time is of the essence of this Agreement.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

H. 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- I. **Binding Agreement Date:** The Binding Agreement Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Binding Agreement Date below and promptly give notice of this date to the other party. Filling in the Binding Agreement Date shall not be deemed to be a counteroffer.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- J. 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

K. 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- L. **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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

M. Time Limit of Offer: The referenced Time Limit of the Offer shall be the date and time on which the Offer expires if both of the following have not occurred: (1) the Offer has not been accepted by the party to whom the Offer was made; and (2) notice of acceptance of the Offer has not been delivered to the party who made the Offer.



PURCHASE AND SALE AGREEMENT

17. 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:

- Appraisal Contingency as Exhibit “_____”
- Back-up Agreement Contingency as Exhibit “_____”
- Community Association Disclosure as Exhibit “_____”
- FHA Loan Exhibit **OR** VA Loan Exhibit **OR** Conventional Loan Exhibit **OR** USDA-RD Loan Exhibit as Exhibit “__ **A** __”
- Lead-Based Paint Exhibit as Exhibit “_____” *[If any portion of a residential dwelling was built prior to 1978, a Lead-Based Paint Exhibit must under federal law be attached as an exhibit to this Agreement.]*



PURCHASE AND SALE AGREEMENT

17. Exhibits and Addenda – *continued*

- Legal Description of the Property as Exhibit “ _____ ”
- Sale or Lease of Buyer’s Property Contingency as Exhibit “ _____ ”
- Seller’s Property Disclosure Statement as Exhibit “ **__ B __** ”
- Source of Buyer’s Funds as Exhibit “ _____ ”
- Survey of Property as Exhibit “ **__ C __** ”
- Temporary Occupancy Agreement as Exhibit “ _____ ”
- Other **_____ Personal Property Agreement Exhibit D _____**
- Other **N/A _____**
- Other _____
- Other _____



PURCHASE AND SALE AGREEMENT

Additional Special Stipulations

are or are not attached.



PURCHASE AND SALE AGREEMENT

Buyer Acceptance and Contact Information

1. Buyer's Signature:

Print or Type Name: _____ Arthur Altman

Buyer's Address: _____ 75 Valley Ridge Drive, Atlanta GA 30001

Buyer's Email Address: _____ aaltman@global.net

Buyer's Phone #: _____ 789-978-2697 _____ Buyer's Fax #: _____ 789-978-1424

2. Buyer's Signature:

Print or Type Name: _____ Kelly Marie Altman

Buyer's Address: _____ 75 Valley Ridge Drive, Atlanta GA 30041



PURCHASE AND SALE AGREEMENT

Selling Broker/Affiliated Licensee Contact Information

Selling Broker: _____ **Southland Realty**

By Broker or Broker's Affiliated Licensee:

Print or Type Name: _____ **Robert Patterson**

MLS Office Code: _____ **SOLR01** _____ Brokerage Firm License #: _____ **H-7890**

Phone #: _____ **789-123-3874** _____ Fax #: _____ **789-123-3875**

Email: _____ **robertpatterson@southlandrealty.com**

Selling Agent's Georgia Real Estate License Number: _____ **922523**



PURCHASE AND SALE AGREEMENT

Seller Acceptance and Contact Information

1. Seller's Signature:

Print or Type Name: _____ Peter Palmer

Seller's Address: _____ 1445 Grove Road, Atlanta GA 30001

Seller's Email Address: _____ peterpalmer@bcs.com

Seller's Phone #: _____ 789-356-2699 _____ Seller's Fax #: _____ 789-356-1212 _____

2. Seller's Signature:

Print or Type Name: _____ Patsy Palmer

Seller's Address: _____ 1445 Grove Road, Atlanta GA 30001



PURCHASE AND SALE AGREEMENT

Listing Broker/Affiliated Licensee Contact Information

Listing Broker: _____ **Southland Realty**

By Broker or Broker's Affiliated Licensee:

Print or Type Name: _____ **Frances Fisher**

MLS Office Code: _____ **SOLR01** _____ Brokerage Firm License #: _____ **H-7890**

Phone #: _____ **789-123-2636** _____ Fax #: _____ **789-123-2633**

Email: _____ **francesfisher@southlandrealty.com**

Selling Agent's Georgia Real Estate License Number: _____ **890669**



PURCHASE AND SALE AGREEMENT

Binding Agreement Date:

The Binding Agreement Date in this transaction is the date of
_____ and has been filled in by

_____.



FHA LOAN EXHIBIT • EXHIBIT “A”

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as:

_____, _____, Georgia _____.



FHA LOAN EXHIBIT • EXHIBIT “A”

This Exhibit is part of the Agreement with an Offer Date of _____ **April 12, 20xx** _____
for the purchase and sale of that certain Property known as:

_____ **1445 High Grove Road**

_____, _____ **Atlanta**
_____, Georgia _____ **30001** _____.



FHA LOAN EXHIBIT • EXHIBIT “A”

1. Application. Buyer shall have __ (three) 3 __ days from the Binding Agreement Date (“Mortgage Loan Application Period”) to apply for the Federal Housing Administration (FHA) loan or loans described below (“Loan(s)”) and deliver to Seller either a Good Faith Estimate meeting current HUD requirements for such Loan(s) or a letter from a lender showing the date upon which the buyer completed the loan application. If Buyer has agreed to apply for a mortgage loan with a lender identified below, the Good Faith Estimate or Lender Letter must be from one or more of those lenders.



FHA LOAN EXHIBIT • EXHIBIT “A”

1. Application – *continued*

[Select A. or A. and B. below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in].

		Loan Amount	Term	Interest Rate (per par)	Rate Type	Source of Loans Term
<input checked="" type="checkbox"/> A.	First Mortgage Loan	<u> 96.5 </u> % of purchase price	<u> 30 </u> years	<u> 5.5 </u> % per annum (or initial rate on adjustable loan)	<input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Adjustable	<input checked="" type="checkbox"/> Institutional
<input type="checkbox"/> B.	Second Mortgage Loan	<u> N/A </u> % of purchase price	<u> N/A </u> years	<u> N/A </u> % per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only	<input type="checkbox"/> Institutional <input type="checkbox"/> Seller <input type="checkbox"/> Other



FHA LOAN EXHIBIT • EXHIBIT “A”

2. **Buyer to Apply for Loan Approval with Agreed Upon Mortgage Lender.** Buyer agrees to apply for approval of the Loan(s) with at least one of the mortgage Lenders, if any, identified as below: _____ N/A

While Buyer is required to apply for approval of the Loan(s) with at least one of the lenders, if any, identified above, nothing herein shall require Buyer to obtain mortgage financing from any such lender. Buyer may also pursue different loans than the Loan(s) described above. However, the denial of such other loans may not be a basis for Buyer to terminate this Agreement. Buyer shall immediately notify Seller of the name of any other lender from whom Buyer has applied for mortgage financing to purchase the Property and the name, address and work telephone number of the loan originator with whom Buyer is working. Notwithstanding any provision to the contrary contained in this Exhibit, Buyer shall be deemed to have the ability to obtain any Loan(s) not being made by an institutional mortgage Lender.



FHA LOAN EXHIBIT • EXHIBIT “A”

3. **Financing Contingency.** Buyer shall have __ (twenty one) 21 __ days from the Binding Agreement Date (“Financing Contingency Period”) to determine if Buyer has the ability to obtain the institutional mortgage loan(s) described above. Buyer shall be deemed to have the ability to obtain such Loan(s), the financing contingency shall be satisfied and the Agreement no longer subject to a financing contingency, unless prior to the end of the Financing Contingency Period, Buyer causes to be delivered to Seller a letter from an institutional mortgage lender licensed to do business in Georgia denying one or both of the above-described Loan(s) which letter is based upon the lender’s customary and standard underwriting criteria (“Loan Denial Letter”). The Loan Denial Letter may not be based 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 . . .



FHA LOAN EXHIBIT • EXHIBIT “A”

3. **Financing Contingency** - *continued*

. . . 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”). Buyer may during the Financing Contingency Period terminate this Agreement without penalty if Buyer notifies Seller of Buyer’s decision to terminate and provides Seller with the Loan Denial Letter meeting the requirements herein.



FHA LOAN EXHIBIT • EXHIBIT “A”

4. **Duty to Deliver Evidence of Ability to Close.**

If Buyer does not terminate the Agreement in accordance with the Financing Contingency paragraph above, Buyer shall be obligated, within __ 2 __ days from the end of the Financing Contingency Period, to deliver to Seller evidence that Buyer has the ability to close on the purchase of the Property through any combination of cash and/or loans. In the event Buyer is obtaining a mortgage or other Loan(s) from an institutional lender, Buyer shall provide Seller with a copy of the loan commitment for each such Loan which states the type, amount and terms of the Loan(s) for which Buyer has been approved. While provision of a copy of the loan commitment(s) to Seller shall satisfy Buyer’s obligation to provide Seller evidence of Buyer’s ability to close on the purchase of the Property, it is not a guarantee that Buyer will be able to close or meet conditions in the loan commitment. In the event Buyer fails to provide Seller with the information . . .



FHA LOAN EXHIBIT • EXHIBIT “A”

4. **Duty to Deliver Evidence of Ability to Close.** - *continued*

. . . required above within the timeframe set forth above, 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.



FHA LOAN EXHIBIT • EXHIBIT “A”

5. **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.



FHA LOAN EXHIBIT • EXHIBIT “A”

6. **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.



FHA LOAN EXHIBIT • EXHIBIT “A”

7. 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 \$__ 170,000.00 _____. 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.



FHA LOAN EXHIBIT • EXHIBIT “A”

8. The FHA up-front ___ **1.75** ___ 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.)



FHA LOAN EXHIBIT • EXHIBIT “A”

9. Buyer is aware that a monthly mortgage insurance premium shall be included in the regular monthly mortgage payments.



FHA LOAN EXHIBIT • EXHIBIT “A”

10. Seller shall pay the following lender fees: Tax Service Fees.

(These costs are OR are not included in any closing costs that Seller may have agreed to pay in accordance with the Seller's Contributions at Closing paragraph.



FHA LOAN EXHIBIT • EXHIBIT “A”

11. Any repairs required in the FHA Commitment shall be completed and paid for by _____ **Seller** _____ prior to closing provided such repairs do not exceed \$ 500.00 _____ in total costs.



FHA LOAN EXHIBIT • EXHIBIT “A”

12. Seller shall pay the cost of any lender-imposed inspections of the septic tank and/or well systems.



FHA LOAN EXHIBIT • EXHIBIT “A”

13. If the improvements on Property are less than one year old at the time of closing, Seller shall, if required by FHA, provide a home warranty certificate acceptable to FHA.



FHA LOAN EXHIBIT • EXHIBIT “A”

14. As required by FHA, both Buyer and Seller agree that if public water or a public sewer system is available at the street, Property must be connected, and that [select one]: N/A _____ agrees to pay the cost of said connection not to exceed \$ _____ N/A _____ OR Buyer to pay \$ _____ N/A _____ and Seller to pay \$ _____ N/A _____ for the cost of connection. At the time of closing, Seller shall provide certification from the proper authority that Property is connected to and serviced by the public system.



FHA LOAN EXHIBIT • EXHIBIT “A”

15. Seller, Buyer, and Broker (and its Affiliated Licensees) certify that the above referenced Purchase and Sale Agreement is true and complete to the best of our knowledge and fully represents the transaction between them. No agreements exist outside this Purchase and Sale Agreement, and any agreements made from this date until closing, shall be revealed to lender.



FHA LOAN EXHIBIT • EXHIBIT “A”

16. Buyer and Seller certify that *[Select one]*: This is an arms length transaction as there is no relationship between the Buyer and Seller OR this is not an arms length transaction because ___ N/A

_____.



FHA LOAN EXHIBIT • EXHIBIT “A”

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



FHA LOAN EXHIBIT • EXHIBIT “A”

18. If the Property is a condominium unit, the purchase of the Property shall be contingent upon the condominium in which the unit is located being eligible for and approved by FHA. In the event the Property is not a condominium unit, this paragraph shall not be deemed a part of this Exhibit.



FHA LOAN EXHIBIT • EXHIBIT “A”

Buyer Signing

Buyer's Signature:

Print or Type Name: _____ Arthur Altman

Buyer's Signature:

Print or Type Name: _____ Kelly Marie Altman

Selling Broker: _____ Southland Realty

By Broker or Broker's Affiliated Licensee:

Print or Type Name: _____ Robert Patterson



FHA LOAN EXHIBIT • EXHIBIT “A”

Seller Signing

Seller's Signature:

Print or Type Name: _____ **Peter Palmer**

Seller's Signature:

Print or Type Name: _____ **Patsy Palmer**

Listing Broker: _____ **Southland Realty**

By Broker or Broker's Affiliated Licensee:

Print or Type Name: _____ **Frances Fisher**



PERSONAL PROPERTY AGREEMENT

(BILL OF SALE)

Date _____

State of Georgia

County of

For and in consideration of the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, I agree to sell to the undersigned Buyer the following personal property hereinafter described:



PERSONAL PROPERTY AGREEMENT

(BILL OF SALE)

Date _____ April 12, 20xx _____

State of Georgia

County of _____ Peachtree

For and in consideration of the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, I agree to sell to the undersigned Buyer the following personal property hereinafter described:



PERSONAL PROPERTY AGREEMENT

1. This Bill of Sale shall become operative only upon the consummation of the Purchase and Sale Agreement, with an Offer Date of April 12, 20xx, covering the real property located at: 1445 Grove Road
Atlanta, GA 30001.

Buyer shall then have all rights and title to the property and such rights shall inure to his or her respective executors, administrators, heirs or assigns. If for any reason whatsoever, the sale is not consummated, then this Bill of Sale covering personal property herein described shall be null and void and the consideration paid for this Bill of Sale shall be returned to the undersigned Buyer.



PERSONAL PROPERTY AGREEMENT

2. Seller warrants that Seller is the lawful owner of the personal property and states the personal property is free from all liens and encumbrances of any kind whatsoever. Seller further warrants that Seller has the right to sell the personal property and will warrant and defend the right against the lawful claims and demands of all persons.



PERSONAL PROPERTY AGREEMENT

Buyer Signing

Buyer's Signature:

Print or Type Name: _____ Arthur Altman

Buyer's Signature:

Print or Type Name: _____ Kelly Marie Altman

Seller Signing

Seller's Signature:

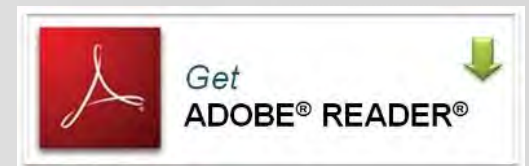
Print or Type Name: _____ Peter Palmer

Seller's Signature:



Student Narrative PURCHASE AND SALE AGREEMENT & Supporting Forms

Click to Open and Complete the Interactive PDF





PURCHASE AND SALE AGREEMENT

Offer Date:

1. Purchase and Sale

The undersigned buyer(s) (“Buyer”) agree to buy and the undersigned seller(s) (“Seller”) agree to sell the real property described below including all fixtures, improvements and landscaping therein (“Property”) on the terms and conditions set forth in this Agreement.

A. Property Identification:

Address:

City: _____, County

_____, Georgia, Zip Code

MLS Number: _____ Tax I.D. Number: _____



PURCHASE AND SALE AGREEMENT

Offer Date: _____ July 10, 20xx

1. Purchase and Sale

The undersigned buyer(s) (“Buyer”) agree to buy and the undersigned seller(s) (“Seller”) agree to sell the real property described below including all fixtures, improvements and landscaping therein (“Property”) on the terms and conditions set forth in this Agreement.

A. Property Identification:

Address: _____ 1293 Rae Road

City: _____ Paradise _____, County _____ Simple
_____, Georgia, Zip Code _____ 31006

MLS Number: _____ 7894561 _____ Tax I.D. Number: _____ 14-227-1040



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

B. Legal Description: The legal description of the Property is

[Select one of the following below]:

- 1. attached as an exhibit hereto;
- 2. the same as described in Deed Book ___ **N/A** ___, Page ___ **N/A** ___, of the land records of the above county; OR
- 3. Land Lot(s) ___ **227** ___ of the ___ **14th** ___ District, ___ **2nd** ___ Section/ GMD, Lot ___ **39** ___, Block ___ **F** ___, Unit ___ **3** ___, Phase/Section ___ **N/A** ___ of ___ **Shadow Ridge** ___ Subdivision/ Development, according to the plat recorded in Plat Book ___ **47** ___, Page ___ **119** ___, et. seq., of the land records of the above county.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

C. Purchase Price of Property to be Paid by Buyer: \$ 225,000.00

D. Seller's Monetary Contribution at Closing: \$ 4,500.00

E. Closing Date: August 31, 20xx

F. Seller Retains Possession of Property Through: Closing

G. Holder of Earnest Money ("Holder"): Southern Realty

H. Closing Law Firm: Smith & Wesson, LLC

I. Earnest Money: Earnest Money shall be paid by check cash wire

transfer of immediately available funds as follows:

1. \$ 2,000.00 as of the offer date.



PURCHASE AND SALE AGREEMENT

1. Purchase and Sale

- J. Property is being sold subject to a Due Diligence Period of 21 days from the Binding Agreement Date.
- K. A survey of Property is OR is not attached to this Agreement as an exhibit.
- L. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was OR was not built prior to 1978 (If it was, a Lead-Based Paint Exhibit must be attached to this Agreement).
- M. Buyer has OR has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home".
- N. Time Limit of Offer: The Offer set forth herein expires at 9:00 o'clock p .m. on the date July 11, 20xx
_____.



PURCHASE AND SALE AGREEMENT

2. Brokerage Relationships in this Transaction.

A. Selling Broker is _____ **Southern Realty, LLC** _____ and is:

- representing Buyer as a client.
- not representing Buyer (Buyer is a customer).
- acting as a dual agent representing both Buyer and Seller.
- acting as a designated agent where _____ **N/A**
_____ has been assigned to exclusively represent Buyer.



PURCHASE AND SALE AGREEMENT

2. Brokerage Relationships in this Transaction.

B. Listing Broker is _____ **Better Realty, Inc.** _____ and is:

- representing Seller as a client.
- not representing Seller (Seller is a customer).
- acting as a dual agent representing both Buyer and Seller .
- acting as a designated agent where _____ **N/A**
_____ has been assigned to exclusively represent Seller.



PURCHASE AND SALE AGREEMENT

2. Brokerage Relationships in this Transaction.

C. Material Relationship Disclosure: The Broker and/or affiliated licensees disclose the following material relationships:

_____ N/A



PURCHASE AND SALE AGREEMENT

Buyer(s) Initials _____ / _____

Seller(s) Initials _____ / _____



PURCHASE AND SALE AGREEMENT

3. **Purchase Price and Method of Payment.**

The Purchase Price shall be paid in U.S. Dollars at closing in cash or its equivalent which shall only include the wire transfer of immediately available funds, or a cashier's check issued for the closing by a federally insured bank, savings bank, savings and loan association or credit union where the funds are immediately available.



PURCHASE AND SALE AGREEMENT

4. **Deposit 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 five (5) banking days from the Binding Agreement date hereunder; or the date it is actually received by Holder 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.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date and Closing Law Firm.

A. Items Paid by Buyer at Closing:

At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the warranty deed; and (3) all other costs, fees and charges to close this transaction, except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date . . . – *continued*

B. Items Paid By Seller 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. In addition, Seller shall pay all costs, fees and charges necessary to clear title encumbrances and/or defects necessary to allow Seller to be able to convey good and marketable title to the Property and any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date . . . – *continued*

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 costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date . . . – *continued*

D. Extending the Closing Date:

Buyer or Seller may unilaterally extend the closing date for seven (7) 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); or (2) Buyer's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer. 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.



PURCHASE AND SALE AGREEMENT

5. Closing Costs, Prorations, Right to Extend Closing Date . . . – *continued*

E. Closing Law Firm:

If Buyer is given the right to select a law firm from a mortgage lender's approved list of closing attorneys, Buyer agrees to select the law firm referenced in this Agreement. If the law firm named above is not on the mortgage lender's approved list, and cannot be added in time to close this transaction, Buyer may select another law firm from lender's approved list to close this transaction. 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. If the closing attorney declines such representation, the Buyer may select a different closing attorney.



PURCHASE AND SALE AGREEMENT

6. Title

A. Warranty:

Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by general 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.



PURCHASE AND SALE AGREEMENT

6. Title – *continued*

B. Examination:

Buyer may examine title 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.



PURCHASE AND SALE AGREEMENT

6. Title – *continued*

C. Survey:

Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term “materially different” shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in any survey, including a survey attached hereto may be raised by Buyer as title objections.



PURCHASE AND SALE AGREEMENT

7. 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. Seller shall deliver Property clean and free of trash and debris at time of possession. 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 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 . . .



PURCHASE AND SALE AGREEMENT

7. Risk of Damage to Property – *continued*

. . . 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.



PURCHASE AND SALE AGREEMENT

10. Inspection

A. Right to Inspect Property:

Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey 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.



PURCHASE AND SALE AGREEMENT

10. Inspection – *continued*

B. Duty to Inspect Neighborhood:

In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.



PURCHASE AND SALE AGREEMENT

9. Property Sold “As-Is” Unless this Agreement is Subject to Due Diligence Period.

A. General.

Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. The inclusion of a Due Diligence Period herein shall: (1) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (2) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.



PURCHASE AND SALE AGREEMENT

9. Property Sold “As-Is” Unless this Agreement is Subject to Due . . . – *continued*

B. Purpose of Due Diligence Period.

During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.



PURCHASE AND SALE AGREEMENT

9. Property Sold “As-Is” Unless this Agreement is Subject to Due . . . – *continued*

C. Notice of Decision Not To Proceed.

Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (1) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (2) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money.

A. Entitlement to Earnest Money:

Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – *continued*

B. Disbursement of Earnest Money:

Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as . . .



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – B. – *continued*

. . . originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If the check is accepted and deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to . . .



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – B. – *continued*

. . . ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – *continued*

C. Interpleader:

If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.



PURCHASE AND SALE AGREEMENT

10. Return and Disbursement of Earnest Money – *continued*

D. Hold Harmless:

All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage

A. Agency Disclosure: In this Agreement, the term “Broker” shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker’s affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. No Agency Relationship. Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker’s role is limited to performing ministerial acts for that party.



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage – A. – *continued*

2. Consent to Dual Agency. If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
 - a. Dual Agency Disclosure. *[Applicable only if Broker is acting as a dual agent in this transaction].*
 - 1) 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 each client which is not otherwise required to be disclosed by law;



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage – A.2.a. – *continued*

- 3) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- 4) (4) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct 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.



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage – A.2. – *continued*

- b. Designated Agency Disclosure. If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.



PURCHASE AND SALE AGREEMENT

11. Agency and Brokerage - *continued*

- B. Brokerage: Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference (“Listing Agreement”). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission).



PURCHASE AND SALE AGREEMENT

12. Disclaimer

Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.



PURCHASE AND SALE AGREEMENT

13. Lead-Based Paint

If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit is hereby attached as an exhibit to this Agreement. The term “residential dwelling” includes any painted fixture or material used therein that was built or manufactured prior to 1978.



PURCHASE AND SALE AGREEMENT

14. Notices

- A. **Notices Must Be In Writing:** All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice. It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding.
- B. **Delivery of Notice:** Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, prepaid, return receipt requested; or (5) by e-mail.



PURCHASE AND SALE AGREEMENT

14. Notices – *continued*

- C. When Notice Is Received. A notice shall not be deemed to be given, delivered or received until it is actually received by the party to whom the notice was intended or that person's authorized agent. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted to either the party or the party's authorized agent provided that the sending FAX produces a written confirmation showing the date and the time of the actual transmission and the telephone number referenced herein to which the notice should have been sent. Additionally, if the sender of a notice by e-mail receives an automatic reply indicating that the e-mail has been opened ("Read Receipt"), the e-mail notice shall be deemed received at that time.



PURCHASE AND SALE AGREEMENT

14. Notices – *continued*

- D. Notices Sent to Broker: Except in transactions where the Broker is practicing designated agency, notice to the Broker, the Broker's employees or the affiliated licensee of Broker representing a party in the transaction shall for all purposes herein be deemed to be notice to that the party and such persons shall be authorized agents of the party for the purpose of receiving notice. In any transaction where the Broker is practicing designated agency, only notice to the affiliated licensee designated by Broker to represent the party in the transaction shall be notice to that party. Personal delivery of notice may only be delivered to the party intended to receive the same or that party's authorized agent. Notice to a Broker or the affiliated licensee of Broker who is working with, but not representing a party, shall not be deemed to be notice to that party.



PURCHASE AND SALE AGREEMENT

14. Notices – *continued*

- E. Notice by Fax or E-Mail to a Broker or Affiliated Licensee of a Broker.
Notices by fax or e-mail to a Broker or the affiliated licensee of a Broker may only be sent to the e-mail address or fax number, if any, of the Broker or the affiliated licensee of the Broker set forth on the signature page of this Agreement or subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures set forth herein. If no fax number or e-mail address is included on the signature page of this Agreement (or is subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures) then notice by the means of communication not provided shall not be valid for any purpose herein.



PURCHASE AND SALE AGREEMENT

14. Notices – *continued*

F. **Address, E-Mail or Number for Receiving Notices:**

Notices to a signatory to this Agreement shall only be effective if sent to the FAX number, e-mail address and/or physical address of the signatory listed on the signature page of this Agreement or subsequently provided by the signatory to the other signatories hereto in accordance with the notice provisions herein.



PURCHASE AND SALE AGREEMENT

15. Default

- A. Rights of Buyer or Seller: A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.



PURCHASE AND SALE AGREEMENT

15. Default – *continued*

- B. Rights of Broker: In the event a party defaults under this Agreement, 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions.

- A. Warranties Transfer: Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- B. Repairs: All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- C. Keys and Openers: At closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

D. 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 agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- E. 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; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

F. 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

G. Time of Essence: Time is of the essence of this Agreement.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

H. 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- I. **Binding Agreement Date:** The Binding Agreement Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Binding Agreement Date below and promptly give notice of this date to the other party. Filling in the Binding Agreement Date shall not be deemed to be a counteroffer.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- J. 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

K. 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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

- L. **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.



PURCHASE AND SALE AGREEMENT

16. Other Provisions - *continued*

M. Time Limit of Offer: The referenced Time Limit of the Offer shall be the date and time on which the Offer expires if both of the following have not occurred: (1) the Offer has not been accepted by the party to whom the Offer was made; and (2) notice of acceptance of the Offer has not been delivered to the party who made the Offer.



PURCHASE AND SALE AGREEMENT

17. 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:

- Appraisal Contingency as Exhibit “__ N/A __”
- Back-up Agreement Contingency as Exhibit “__ N/A __”
- Community Association Disclosure as Exhibit “__ N/A __”
- FHA Loan Exhibit **OR** VA Loan Exhibit **OR** Conventional Loan Exhibit **OR** USDA-RD Loan Exhibit as Exhibit “__ N/A __”
- Lead-Based Paint Exhibit as Exhibit “__ N/A __” *[If any portion of a residential dwelling was built prior to 1978, a Lead-Based Paint Exhibit must under federal law be attached as an exhibit to this Agreement.]*



PURCHASE AND SALE AGREEMENT

17. Exhibits and Addenda – *continued*

- Legal Description of the Property as Exhibit “__ N/A __”
- Sale or Lease of Buyer’s Property Contingency as Exhibit “__ N/A __”
- Seller’s Property Disclosure Statement as Exhibit “__ A __”
- Source of Buyer’s Funds as Exhibit “__ N/A __”
- Survey of Property as Exhibit “__ N/A __”
- Temporary Occupancy Agreement as Exhibit “__ N/A __”
- Other _____ **Personal Property Agreement** _____
- Other _____ **N/A** _____
- Other _____ **N/A** _____
- Other _____ **N/A** _____



PURCHASE AND SALE AGREEMENT

Additional Special Stipulations

are or are not attached.



PURCHASE AND SALE AGREEMENT

Buyer Acceptance and Contact Information

1. Buyer's Signature:

Print or Type Name: _____ Robert Jones

Buyer's Address: _____ 311 Dogwood Trail, Merchantville GA 30014

Buyer's Email Address: _____ rjones@contact.com

Buyer's Phone #: _____ 678-585-9632 _____ Buyer's Fax #: _____ 678-235-2211

2. Buyer's Signature:

Print or Type Name: _____ Judy Jones

Buyer's Address: _____ 311 Dogwood Trail, Merchantville GA 30014



PURCHASE AND SALE AGREEMENT

Selling Broker/Affiliated Licensee Contact Information

Selling Broker: _____ **Southern Realty**

By Broker or Broker's Affiliated Licensee:

Print or Type Name: _____ **Hal Garrison**

MLS Office Code: _____ **SR0001** _____ Brokerage Firm License #: _____ **H1234** _____

Phone #: _____ **770-779-9669** _____ Fax #: _____ **770-779-7990**

Email: _____ **halgarrison@southernrealty.com**

Selling Agent's Georgia Real Estate License Number: _____ **369754**

Member of: _____ **Simple County Board** _____ of
REALTORS®



PURCHASE AND SALE AGREEMENT

Seller Acceptance and Contact Information

1. Seller's Signature:

Print or Type Name: _____ Phil Donner

Seller's Address: _____ 1293 Rae Road, Paradise GA 31006

Seller's Email Address: _____ phildonner@global.net

Seller's Phone #: _____ 770-789-2636 _____ Seller's Fax #: _____ 770-534-4110 _____

2. Seller's Signature:

Print or Type Name: _____ Jane Donner

Seller's Address: _____ 1293 Rae Road, Paradise GA 31006



PURCHASE AND SALE AGREEMENT

Listing Broker/Affiliated Licensee Contact Information

Listing Broker: _____ **Better Realty, Inc.**

By Broker or Broker's Affiliated Licensee:

Print or Type Name: _____ **Susan Veal**

MLS Office Code: _____ **BR0109** _____ Brokerage Firm License #: _____ **H2899** _____

Phone #: _____ **770-232-1023** _____ Fax #: _____ **770-232-1024**

Email: _____ **susan.veal@betterrealty.com**

Selling Agent's Georgia Real Estate License Number: _____ **321459**

Member of: _____ **Simple County Board** _____ of
REALTORS®



PURCHASE AND SALE AGREEMENT

Binding Agreement Date:

The Binding Agreement Date in this transaction is the date of
_____ and has been filled in by

_____.



PERSONAL PROPERTY AGREEMENT

(BILL OF SALE)

Date _____ July 10, 20xx _____

State of Georgia

County of _____ Simple

For and in consideration of the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, I agree to sell to the undersigned Buyer the following personal property hereinafter described:



PERSONAL PROPERTY AGREEMENT

1. This Bill of Sale shall become operative only upon the consummation of the Purchase and Sale Agreement, with an Offer Date of July 10, 20xx, covering the real property located at: 123 Rae Road
Paradise, GA 31006.

Buyer shall then have all rights and title to the property and such rights shall inure to his or her respective executors, administrators, heirs or assigns. If for any reason whatsoever, the sale is not consummated, then this Bill of Sale covering personal property herein described shall be null and void and the consideration paid for this Bill of Sale shall be returned to the undersigned Buyer.



PERSONAL PROPERTY AGREEMENT

2. Seller warrants that Seller is the lawful owner of the personal property and states the personal property is free from all liens and encumbrances of any kind whatsoever. Seller further warrants that Seller has the right to sell the personal property and will warrant and defend the right against the lawful claims and demands of all persons.



PERSONAL PROPERTY AGREEMENT

Buyer Signing

Buyer's Signature:

Print or Type Name: _____ Robert Jones

Buyer's Signature:

Print or Type Name: _____ Judy Jones

Seller Signing

Seller's Signature:

Print or Type Name: _____ Phil Donner

Seller's Signature:



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

This Counteroffer is made at ___ 10:00 ___ o'clock ___ A ___ m. on the date of
___ July 11, 20xx ___.

This is a Counteroffer to or modification of, as the case may be, (hereinafter collectively
“Counteroffer”) the unaccepted original offer (“Original Offer”) set forth in the Purchase
and Sale Agreement dated ___ July 10, 20xx ___ for property located at:

___ 1293 Rae Road
___, ___ Paradise ___, Georgia
___ 31006 ___ (“Property”). The Original Offer is hereby incorporated in its entirety into
this Counteroffer by reference.



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

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 future agreement between the parties.



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

B. Effect of Accepting This Counteroffer.

The terms of this Counteroffer shall modify the Original Offer and control over any conflicting or inconsistent provisions contained therein. The acceptance of this Counteroffer only needs to be evidenced by the parties signing this Counteroffer. This Counteroffer along with the Original Offer shall constitute the entire, legally binding agreement of the parties relative to the purchase and sale of the above-referenced Property. The Binding Agreement Date of such agreement shall be the date when the party who made this Counteroffer receives notice (as that term is defined in the Original Offer), that it has been timely accepted prior to the end of the time limit of this Counteroffer.



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

C. 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.



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

D. Terms and Conditions.

The following terms and conditions of the Original Offer are modified as follows:

____ Sales Price to be \$258,000.00

____ Due Diligence period to be 14 days



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

Additional Special Stipulations

are or are not attached.



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

Time Limit of this Counteroffer:

This Counteroffer shall expire at ___ 6:00 ___ o'clock ___ P ___ .m. on the date of
_____ July 12, 20xx _____ 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.



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

Buyer Acceptance and Contact Information

1. Buyer's Signature:

Print or Type Name: _____ **Robert Jones**

Buyer's Address: _____ **311 Dogwood Trail, Merchantville GA 30014**

Buyer's Email Address: _____ **rjones@contact.com**

Buyer's Phone #: _____ **678-585-9632** _____ Buyer's Fax #: _____ **678-235-2211**

2. Buyer's Signature:

Print or Type Name: _____ **Judy Jones**



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

Selling Broker/Affiliated Licensee Contact Information

Selling Broker: _____ **Southern Realty**

By Broker or Broker's Affiliated Licensee:

Print or Type Name: _____ **Hal Garrison**

MLS Office Code: _____ **SR0001** _____ Brokerage Firm License #: _____ **H1234** _____

Phone #: _____ **770-779-9669** _____ Fax #: _____ **770-779-7990**

Email: _____ **halgarrison@southernrealty.com**

Selling Agent's Georgia Real Estate License Number: _____ **369754**



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

Seller Acceptance and Contact Information

1. Seller's Signature:

Print or Type Name: _____ Phil Donner

Seller's Address: _____ 1293 Rae Road, Paradise GA 31006

Seller's Email Address: _____ phildonner@global.net

Seller's Phone #: _____ 770-789-2636 _____ Seller's Fax #: _____ 770-534-4110

2. Seller's Signature:

Print or Type Name: _____ Jane Donner



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

Listing Broker/Affiliated Licensee Contact Information

Listing Broker: _____ **Better Realty, Inc.**

By Broker or Broker's Affiliated Licensee:

Print or Type Name: _____ **Susan Veal**

MLS Office Code: _____ **BR0109** _____ Brokerage Firm License #: _____ **H2899** _____

Phone #: _____ **770-232-1023** _____ Fax #: _____ **770-232-1024**

Email: _____ **susan.veal@betterrealty.com**

Selling Agent's Georgia Real Estate License Number: _____ **321459**



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

Binding Agreement Date:

The Binding Agreement Date in this transaction is the date of ___ July 12, 20xx ___
and has been filled in by _____ Hal Garrison

_____.



SELLER'S PROPERTY DISCLOSURE STATEMENT

EXHIBIT " A "

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of July 10, 20xx for Property known as or located at 1293 Rae Road , Paradise Georgia 31006 . This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.



SELLER'S PROPERTY DISCLOSURE STATEMENT

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT.

In completing this Disclosure Statement, Seller agrees to:

1. answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
2. leave no question unanswered;
3. answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Purchase and Sale Agreement;
4. fully explain in the Additional Explanations paragraph any questions to which the answer is “yes” or “other” referencing the number of the question for which the additional explanation is being given; and
5. promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.



SELLER'S PROPERTY DISCLOSURE STATEMENT

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER.

The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES	Yes	No	UnKnown
1. OCCUPANCY:			
a) Is the Property vacant? If yes, how long has it been since Seller occupied the Property? _____ _____ _____ _____	_____	_____	_____
b) Is the Property or any portion thereof leased?			



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – <i>continued</i>	Yes	No	UnKnown
2. SOIL, TREES, SHRUBS AND BOUNDARIES:			
a) Are there now or have there been any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned) on the Property?	_____	_____	_____
b) Is there now or has there been any soil movement, subsidence, settlement, upheaval, or erosion?	_____	_____	_____
c) Are there presently any diseased or dead trees on the Property?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 2. – *continued*

- d) Are there presently any encroachments onto the Property, unrecorded easements affecting the Property or boundary line disputes with a neighboring property owner?
- e) Do any of the improvements on the Property encroach onto a neighboring property?

Yes No UnKnown



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – <i>continued</i>	Yes	No	UnKnown
3. TERMITES, DRY-ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:			
a) Is there now or has there been any damage to the Property caused by squirrels, mice, possums or other infiltrating animals; termites; bees, ants and other insects, fungi and dry-rot; or other wood-destroying organisms?	_____	_____	_____
b) Is the Property presently under a transferable bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company? If yes, check type of coverage: <input type="checkbox"/> re-treatment and repair; <input type="checkbox"/> re-treatment; or <input type="checkbox"/> periodic inspections only.	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 3. – <i>continued</i>	Yes	No	UnKnown
c) Is there a cost to transfer the bond, warranty or service contract? If yes, what is the cost? \$ _____	_____	_____	_____
d) Is there a cost to maintain the bond, warranty or service contract? If yes, what is the annual cost? \$ _____ Renewal Date _____	_____	_____	_____
e) Have any termite/pest control reports or treatments been done on or to the Property in the last five (5) years?			



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 3. – *continued*

- f) Is there any exterior untreated wood, hard coat stucco, rigid board insulation, plastic foam or siding or cladding (other than stone, brick or concrete) in contact with the soil or within six inches of the finished grade?

Yes No UnKnown



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – <i>continued</i>	Yes	No	UnKnown
4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:			
a) What year was the main residential dwelling constructed?			
_____	_____	_____	_____
b) Is there now or has there been any movement, shifting, settling (other than normal settling), cracking, or structural problems with any dwelling or garage on the Property?			
	_____	_____	_____
c) Has any additional bracing, underpinning, or other structural reinforcements been added to any dwelling or garage on the Property?			
	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 4. – <i>continued</i>	Yes	No	UnKnown
d) Are there now or have there been any problems with driveways, walkways, patios, decks or retaining walls on the Property?	_____	_____	_____
e) Have there been any additions, structural changes, or any other major alterations to the original improvements on the Property?	_____	_____	_____
f) Has any work been done on the Property where required permits and/or approvals (public or private) were not obtained?	_____	_____	_____
g) Has any work been done to the Property that was not in compliance with the then applicable building codes or zoning regulations?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – *continued*

Yes No UnKnown

5. LEAD-BASED PAINT:

Was any part of the residential dwelling on the Property or any painted, component, fixture or material used therein constructed or manufactured prior to 1978?

If you have answered “Yes” or “Don’t Know” the Lead-Based Paint Exhibit F54 must be executed by the parties and the Lead-Based Paint Pamphlet F55 must be provided to the buyer.



SELLER'S PROPERTY DISCLOSURE STATEMENT

- C. DISCLOSURES – *continued* Yes No UnKnown
- 6. ROOF, GUTTERS AND DOWNSPOUTS:**
- a) Approximate age of roof: _____ years.
 - b) Has the roof, or any part thereof, been repaired or replaced during Seller's ownership? _____
 - c) Are there now or have there been any roof leaks or other problems with the roof, roof flashing, roof underlayment, gutters, leaf guards or downspouts? _____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – <i>continued</i>	Yes	No	UnKnown
7. FLOODING, DRAINAGE, MOISTURE AND SPRINGS:			
a) Are there now or have there been any water leaks, water accumulation, or dampness within the basement, crawl space or other parts of any dwelling or garage at or below grade?	_____	_____	_____
b) Have any repairs been made to control any water leaks, water accumulation or dampness in the basement, crawl space, or other parts of any dwelling or garage at or below grade?	_____	_____	_____
c) Is any part of the Property or any improvements thereon presently located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 7. – <i>continued</i>	Yes	No	UnKnown
d) Does water presently stand on any part of Property for more than one (1) day after it has rained?	_____	_____	_____
e) Has there ever been any flooding on any part of the Property?	_____	_____	_____
f) Are there now or have there been any streams that do not flow year round or springs on the Property?	_____	_____	_____
g) Are there any dams, retention ponds, storm water detention basins, or other similar facilities on the Property?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – <i>continued</i>	Yes	No	UnKnown
8. SEWER / PLUMBING RELATED ITEMS:			
a) What is the drinking water source: <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well on property	_____	_____	_____
b) If the drinking water is from a well, has the water been tested within the past 12 (twelve) months?	_____	_____	_____
c) What type of sewage system serves the Property: public <input type="checkbox"/> private <input type="checkbox"/> septic tank <input type="checkbox"/>	_____	_____	_____
d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local governmental authorities? _____ _____	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 8. – <i>continued</i>	Yes	No	UnKnown
e) Is the main dwelling served by sewage pump?	_____	_____	_____
f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: _____	_____	_____	_____
g) Are there now or have there been any leaks, backups, tree roots in lines or other similar problems with to any portion of the plumbing, water or sewage systems?	_____	_____	_____
h) Is there presently any polybutylene plumbing, other than the primary service line, on the Property?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

- | C. DISCLOSURES – 8. – <i>continued</i> | Yes | No | UnKnown |
|--|-------|-------|---------|
| i) Are any of the plumbing fixtures in any dwelling or garage not low water flow fixtures? | _____ | _____ | _____ |
| j) Has any water line or fixture on the Property ever froze in cold weather? | _____ | _____ | _____ |



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – *continued*

Yes No UnKnown

9. SYSTEM AND COMPONENTS:

- a) What is the primary heating system serving the main dwelling? natural gas, forced air
 heat pump electric furnace
 radiant heating other

- b) Does the primary heating system not serve any enclosed part of the main dwelling (excluding the attic, crawl space, garage or basement)?

- c) What is the approximate age of the primary heating system serving the Property: _____ years

- d) What is the primary air conditioning system serving the main dwelling?
 gas electric other



SELLER'S PROPERTY DISCLOSURE STATEMENT

- | C. DISCLOSURES – 9. – <i>continued</i> | Yes | No | UnKnown |
|--|-------|-------|---------|
| e) Does the primary air conditioning system not serve the entire enclosed portion of the main dwelling (excluding the attic, crawl space, garage or basement?) | _____ | _____ | _____ |
| f) What is the approximate age of the primary air conditioning system(s): _____ years | | | |
| g) How is the hot water heated in the main dwelling?
gas electric solar | | | |
| h) <input type="checkbox"/> any water heater tankless? | | | |
| i) What is the approximate age of the primary water heater: _____ years | _____ | _____ | _____ |



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 9. – <i>continued</i>	Yes	No	UnKnown
j) Does any dwelling or garage have aluminum wiring other than in the primary service line?	_____	_____	_____
k) Is there any system or appliance which is leased or for which the buyer must pay a transfer fee to continue to use? If yes, what is the transfer fee? \$ _____ If yes, what is the current use fee to be paid by the Buyer? \$ _____	_____	_____	_____
l) Are any fixtures or appliances included in the sale in need of repair or replacement?	_____	_____	_____
m) Are any fireplaces presently not working, decorative only or in need of repair?	_____	_____	_____
n) When was each fireplace, wood stove or chimney/flue last cleaned?			

Date(s): _____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 9. – <i>continued</i>	Yes	No	UnKnown
o) Is any part of the exterior surface of any dwelling or garage on the Property presently constructed of synthetic stucco?	_____	_____	_____
p) Are there now or have there been any problems with siding or exterior building surfaces swelling, chipping, cracking, delaminating or retaining moisture?	_____	_____	_____
q) Are any windows designed to be operable, painted shut or fail to open and close?	_____	_____	_____
r) Was any of the drywall used in the Property made in China and/or have a foul smelling odor?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – *continued*

Yes No UnKnown

10. ENVIRONMENTAL/HEALTH/SAFETY CONCERNS:

- a) Are there now or have there been any underground tanks or toxic or hazardous substances such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold, benzene or other environmental contaminants on or in the Property?
- b) Has the Property ever been tested for radon, lead, mold or any other potentially toxic substances?

_____	_____	_____
_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 10. – *continued*

- c) Is there now or has there been any mold on interior heated and cooled portions of any dwelling on the Property other than on the walls, floors or ceilings of showers, sinks, and bathtubs?
- d) Are there any exterior doors which either do not lock or for which the key has been lost?

Yes No UnKnown



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – <i>continued</i>	Yes	No	UnKnown
11. LITIGATION AND INSURANCE:			
a) Does the Property contain any building products which are or have been the subject of class action lawsuits, litigation or legal claims alleging that the product is defective?	_____	_____	_____
b) Is there now or has there been any litigation involving the Property or any improvement therein alleging negligent or improper construction, defects, termites, and/or title problems?	_____	_____	_____
c) Has there been any award or payment of money in lieu of repairs for such a defective building product?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 11. – *continued*

- d) Has any release been signed that would limit a future owner from making any claims in connection with Property?
- e) Has there been any fire, flood or wind damage which required repairs to Property in excess of \$500.00?
- f) Has there been any insurance claims filed on Property since you owned it?
If yes, how many?

Yes No UnKnown



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – <i>continued</i>	Yes	No	UnKnown
12. OTHER MATTERS:			
a) Have there been any inspections of the Property in the past year? If yes, by whom and of what type? _____ _____	_____	_____	_____
b) Was any dwelling on the Property or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?	_____	_____	_____
c) Is any portion of the main dwelling a mobile, modular or manufactured home?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 11. – <i>continued</i>	Yes	No	UnKnown
a) Has the Property been designated as historic or in a historic district where modifications and additions are limited?	_____	_____	_____
b) Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?	_____	_____	_____



SELLER'S PROPERTY DISCLOSURE STATEMENT

- C. DISCLOSURES – *continued*
- | | Yes | No | UnKnown |
|---|-------|-------|---------|
| 13. COVENANTS, FEES AND ASSESSMENTS:
Is the Property part of a condominium, community association or subject to a Declaration of Covenants, Conditions and Restrictions (CC & Rs) or other similar restrictions?

[IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123]. | _____ | _____ | _____ |



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – *continued*

Yes No UnKnown

14. AGRICULTURAL DISCLOSURE:

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially . . .



SELLER'S PROPERTY DISCLOSURE STATEMENT

C. DISCLOSURES – 14. – *continued*

. . . within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.



SELLER'S PROPERTY DISCLOSURE STATEMENT

- D. FIXTURES/ITEMS: (Check () only those fixtures/items below that are included in the sale of Property. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such fixtures/items checked are included in the sale of Property. Those fixtures/items listed below that are not checked shall not be included in the sale of Property.

For example:

- Above Ground Pool
- Air Conditioning Window Unit
- Air Purifier
- Alarm System (Burglar)
 - Leased Owned
- Alarm System (Smoke/Fire)
 - Leased Owned

To see the full list of fixtures/items, please refer to the PDF sample.



SELLER'S PROPERTY DISCLOSURE STATEMENT

Other fixtures/items included in the sale of Property shall be:

Other fixtures/items NOT included in the sale of Property shall be:

The common law of fixtures shall apply to fixtures not addressed herein. Those fixtures/ items that are not included in the sale of Property shall remain Property of Seller and shall be removed prior to closing or the transfer of possession of Property to Buyer, whichever is later. Seller shall lose the right to remove any such fixtures/items not timely removed. In removing all fixtures/items, Seller shall use reasonable care to prevent damage and, if necessary, shall restore the area where the fixture / item has been



SELLER'S PROPERTY DISCLOSURE STATEMENT

SELLER'S REPRESENTATION REGARDING SELLER'S PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller's Signature: _____ Date: _____

Seller's Signature: _____ Date: _____

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges the receipt of this Seller's Property Disclosure Statement.

Buyer's Signature: _____ Date: _____

Buyer's Signature: _____ Date: _____