

PURCHASE AND SALE AGREEMENT

Offer Date: _____



2016 Printing

A. KEY TERMS AND CONDITIONS

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 Parcel I.D. Number: _____

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 _____, Page _____ of the land records of the above county; **OR**
 (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Survey. A survey of Property is **OR** is not attached to this Agreement as an exhibit.

3. Purchase Price of Property to be Paid by Buyer
\$ _____

4. Closing Costs.
Seller's Contribution at Closing: \$ _____

5. Closing and Possession.
a. Closing Date: _____

b. Seller Retains Possession of Property Through: _____

6. Holder of Earnest Money ("Holder"). _____

7. Closing Attorney/Law Firm. _____

8. Earnest Money. Earnest Money shall be paid by check cash or wire transfer of immediately available funds as follows:
 a. \$ _____ as of the Offer Date.
 b. \$ _____ within _____ days from the Binding Agreement Date.
 c. _____

9. Inspection and Due Diligence.

a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
 (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
 (2) shall pay Seller additional option money of \$ _____ by check or wire transfer of immediately available funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

10. Lead-Based Paint. 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.

11. Brokerage Relationships in this Transaction.

<p>a. Selling Broker is _____ and is:</p> <p>(1) <input type="checkbox"/> representing Buyer as a client. (2) <input type="checkbox"/> not representing Buyer (Buyer is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.</p>	<p>b. Listing Broker is _____ and is:</p> <p>(1) <input type="checkbox"/> representing Seller as a client. (2) <input type="checkbox"/> not representing Seller (Seller is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Seller.</p>
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c. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships:

12. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock _____ m. on the date _____.

13. Consent to Share Non-Public Information. Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined to Buyer, Seller, Brokers and Broker's affiliated licensees working in this agreement for their various uses.

Buyer(s) Initials _____ / _____ Seller(s) Initials _____ / _____

B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale/Title.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and 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.

2. **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.

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

4. Closing Costs and Prorations.

- a. **Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- b. **Items Paid By Seller:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- 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.

5. Closing and Possession.

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

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

7. **Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

8. 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 unexpired 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.
- 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 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 Seller accepts the offer and Holder issues a check to Seller which is deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a 1099 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to 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.
- 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.
- 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.

9. Inspection and Due Diligence.

- 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.
- 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.qbi.georgia.gov.**
- c. 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.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
- (1) **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: (a) 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 (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **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.
 - (3) **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: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

- 10. 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.

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.
- (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:
- i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (b) 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;
 - (c) 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.
 - (d) 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.
- ii. **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.
- 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).
- c. **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.

12. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. **Default.**

- a. **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.
- 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.

3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. 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 be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

4. **Other Provisions.**

- a. **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.
- b. **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.
- c. **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.
- d. **Time of Essence:** Time is of the essence of this Agreement.
- e. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- f. **Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- g. **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.
- h. **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.
- i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- j. **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.
- k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto.

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

- All Cash Exhibit as Exhibit " _____ "
- Back-up Agreement Contingency as Exhibit " _____ "
- Community Association Disclosure as Exhibit " _____ "
- Condominium Purchase and Sale Exhibit " _____ "
- Conventional Loan Exhibit as Exhibit " _____ "
- FHA Loan Exhibit as Exhibit " _____ "
- 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.]*
- Lease Purchase and Sale Exhibit " _____ "
- Legal Description of the Property as Exhibit " _____ "
- Loan Assumption Exhibit " _____ "
- Sale or Lease of Buyer's Property Contingency as Exhibit " _____ "
- Seller's Property Disclosure Statement as Exhibit " _____ "
- Survey of Property as Exhibit " _____ "
- Temporary Occupancy Agreement as Exhibit " _____ "
- USDA-RD Loan Exhibit as Exhibit " _____ "
- VA Loan Exhibit as Exhibit " _____ "
- Other _____
- Other _____
- Other _____
- Other _____

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

Additional Special Stipulations are or are not attached.

Buyer Acceptance and Contact Information

1. _____
Buyer's Signature

Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone # Fax #

2. _____
Buyer's Signature

Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone # Fax #

Selling Broker/Affiliated Licensee Contact Information:

Selling Broker
By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

MLS Office Code Brokerage Firm License Number

Phone # Fax #

E-Mail _____

Selling Agent's Georgia Real Estate License Number

Member of: _____ of REALTORS®

Seller Acceptance and Contact Information

1. _____
Seller's Signature

Print or Type Name

Seller's Address

Seller's E-mail Address

Seller's Phone # Fax #

2. _____
Seller's Signature

Print or Type Name

Seller's Address

Seller's E-mail Address

Seller's Phone # Fax #

Listing Broker/Affiliated Licensee Contact Information:

Listing Broker
By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

MLS Office Code Brokerage Firm License Number

Phone # Fax #

E-Mail _____

Listing Agent's Georgia Real Estate License Number

Member of: _____ of REALTORS®

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

**SELLER'S PROPERTY DISCLOSURE STATEMENT
(CONDOMINIUM) EXHIBIT " _____ "**



2016 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Condominium Purchase and Sale Agreement with an Offer Date of _____ for Property known as or located at:

_____, _____ Georgia _____.

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (a) answer all questions in reference to the Unit (which, unless otherwise noted, shall include the improvements thereon);
- (b) leave no question unanswered;
- (c) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Condominium Purchase and Sale Agreement;
- (d) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (e) 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.

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.

For the purposes of this Disclosure Statement, the term "Unit" shall not include any interest in the common elements (including limited common elements) assigned to Unit in the Declaration. The term "Association" shall mean the condominium or Unit owners' association for the above referenced condominiums. The term "Property" shall refer to all property made a part of the condominium in which Unit is located.

C. DISCLOSURES.

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. OCCUPANCY:			
(a) Is the Unit vacant?	_____	_____	_____
If yes, how long has it been since Seller occupied the Unit? _____			
(b) Is the Unit or any portion thereof leased?	_____	_____	_____
2. FEES, ASSESSMENTS AND PROPERTY MANAGEMENT:			
(a) In purchasing Unit, will any initiation, transfer, or other similar fee be owed to the Association?	_____	_____	_____
If yes, what amount \$ _____			
(b) The Association fee for common expenses is: \$ _____ per _____			
(c) Are there any special assessments approved by but yet not owing or due to the Association?	_____	_____	_____
If yes, what amount \$ _____?			
(d) Are there any delinquent fines or other assessments owing on Unit?	_____	_____	_____
If yes, state amount \$ _____.			
(e) Has the annual assessment for Unit for the next fiscal year been approved?	_____	_____	_____
If yes, how much will the new assessment be? \$ _____			
(f) Is the Association a defendant in any lawsuit?	_____	_____	_____
(g) Is the Association self managed or not managed by a professional management company?	_____	_____	_____
Name and telephone number of Association or management company contact person:			

3. 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.

4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:

- | | <u>Yes</u> | <u>No</u> | <u>Don't Know</u> |
|---|------------|-----------|-------------------|
| (a) What year was Unit constructed? _____ | | | |
| (b) Is the condominium a condominium conversion?
If yes, what year was it converted? _____ | _____ | _____ | _____ |
| (c) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements within the Unit or on the Property? | _____ | _____ | _____ |
| (d) Has there been any additional structural bracing, underpinning, or other structural reinforcement been added to any portion of Unit or Property? | _____ | _____ | _____ |
| (e) Have any structural reinforcements or supports been added? | _____ | _____ | _____ |
| (f) Has there been any cracking, settlement or visible movement of retaining walls? | _____ | _____ | _____ |
| (g) Have there been any additions, structural changes, or any other major alterations to Unit subsequent to the time Property was submitted to the condominium form of ownership? | _____ | _____ | _____ |
| (h) Has any work been done where a required building permit was not obtained? | _____ | _____ | _____ |
| (i) Is Seller aware of violations of building codes or zoning regulations or received notice of the same? | _____ | _____ | _____ |

5. SYSTEMS AND COMPONENTS:

- | | | | |
|--|-------|-------|-------|
| (a) What is/are the heating system(s) serving the Unit?
<input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> _____ | | | |
| (b) Approximate age of heating system(s): _____ years | | | |
| (c) What is/are the air conditioning systems(s) (A/C) serving the Unit?
<input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> _____ | | | |
| (d) Approximate age of air conditioning systems(s) (A/C): _____ years | | | |
| (e) What is/are the water heater(s) serving the Unit? <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar | | | |
| (f) Approximate age of water heater: _____ years | | | |
| (g) Does any system for heating and/or cooling Unit or heating water serve more than one Unit? | _____ | _____ | _____ |
| (h) Does Unit have aluminum wiring other than the primary service line? | _____ | _____ | _____ |
| (i) Are there any system(s) or appliance(s) which is leased or which has a fee associated with its use? | _____ | _____ | _____ |
| (j) Are any fireplaces not vented? | _____ | _____ | _____ |
| (k) When was each fireplace, wood stove or chimney/flue last cleaned?
Date(s): _____ | | | |

6. ROOF, GUTTERS AND DOWNSPOUTS:

- | | | | |
|---|-------|-------|-------|
| (a) Approximate age of roof on building in which Unit is located: _____ years. | | | |
| (b) Has any part of the roof on the building in which Unit is located, been repaired during Seller's ownership? | _____ | _____ | _____ |
| (c) Are there any roof leaks into the Unit? | _____ | _____ | _____ |

7. PLUMBING RELATED ITEMS:

- | | | | |
|---|-------|-------|-------|
| (a) What is the drinking water source: <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well | | | |
| (b) If the drinking water is from a well, has the water been tested within the past twelve (12) months? | _____ | _____ | _____ |
| (c) Do you have a water softener, filter or purifier?
If yes, <input type="checkbox"/> Leased <input type="checkbox"/> Owned | _____ | _____ | _____ |
| (d) What is the sewage system: <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank | | | |
| (e) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local governmental authorities? _____ | | | |
| (f) Is Unit served by sewage pump or lift system? | _____ | _____ | _____ |
| (g) Has any septic tank or cesspool on Property ever been professionally serviced?
If yes, please give the date of last service: _____ | _____ | _____ | _____ |
| (h) Are there any leaks, backups or other similar problems with to any portion of the plumbing, water or sewage systems? | _____ | _____ | _____ |
| (i) Is there presently any polybutylene plumbing, other than the primary service line? | _____ | _____ | _____ |

8. DRAINAGE, FLOODING AND MOISTURE:

- | | | | |
|---|-------|-------|-------|
| (a) Is there now or has there been any water leakage, accumulation, or dampness within Unit? | _____ | _____ | _____ |
| (b) Have any repairs been made to control any water or dampness problems in the Unit? | _____ | _____ | _____ |
| (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? | _____ | _____ | _____ |
| (d) Has there ever been any drainage problems or flooding? | _____ | _____ | _____ |
| (e) Are there any problems with siding or exterior cladding of any portion of Property retaining moisture, swelling, chipping or delaminating? | _____ | _____ | _____ |
| (f) Does mold appear on interior portions of the Unit other than on the walls, floors or ceilings of showers/bathtubs or within common element walls adjacent to Unit? | _____ | _____ | _____ |

	Yes	No	Don't Know
--	-----	----	------------

9. SOIL, TREES, SHRUBS AND BOUNDARIES:

- (a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)? _____
- (b) Is there now or has there ever been any visible soil settlement or movement? _____
- (c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner? _____
- (d) Are there any encroachments or unrecorded easements with respect to Unit? _____

10. TERMITES, DRY-ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:

- (a) Is there any damage to the Unit or Property resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot? _____
- (b) Does the Association presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?
If yes, is it transferable? _____
If yes, company name/contact: _____
Check type of coverage: re-treatment and repair; re-treatment; or periodic inspections only.
- (c) Have any termite/pest control reports or treatments for Property or Unit been done in the last five (5) years? _____
- (d) 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? _____

11. TOXIC SUBSTANCES:

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos? _____
- (b) Are there any toxic or hazardous substances in the Unit? _____
- (c) Has Methamphetamine ("Meth") ever been produced on the Property? _____

12. PARKING AND STORAGE:

- (a) Are there any limited common element parking spaces assigned to the Unit and reserved for the Owner's exclusive use?
If yes, please identify the number and location of the same _____
- (b) Are there any limited common element storage rooms, lockers or bins assigned to the Unit and reserved for the Owner's exclusive use?
If yes, please identify the number and location of the same _____

13. OTHER MATTERS:

- (a) Have there been any inspections in the past year?
If yes, by whom and of what type? _____
- (b) Is there now or has there been any litigation therein alleging negligent construction or defective building products? _____
- (c) Has there been any award or payment of money in lieu of repairs for defective building products or poor destruction? _____
- (d) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims? _____
- (e) Is there any fire, flood or wind damage which required repairs to Unit in excess of \$500.00? _____
- (f) Are there any fixtures or appliances included in the sale that are in need of repair? _____
- (g) Have any repairs been made to the electrical, plumbing, or heating and air condition system, or any part thereof? _____
- (h) Are there any other latent or hidden defects that have not otherwise been disclosed? _____

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 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.

15. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES" OR "OTHER": *[Explanations should reference the number of the question for which more detailed information is being provided.]*

Additional pages are or are not attached.

D. ITEMS TO REMAIN WITH PROPERTY: Check (✓) only those fixtures/personal property (hereinafter "items") below that are included in the sale of Unit. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such items checked are included in the sale of Unit. Those items listed below that are not checked shall not be included in the sale of Unit.

Appliances

- Clothes Dryer
 - Gas
 - Electric
- Clothes Washing Machine
- Dishwasher
 - Built-In
 - Free Standing
- Garage Door Opener
 - Remote Control
- Garbage Disposal
 - Built-In Free Standing
- Ice Maker
 - Built-In
 - Free Standing
- Microwave Oven
 - Built-In
 - Free Standing
- Oven
 - Electric
 - Gas
 - Convection
 - Free Standing
 - Wall Oven (built in)
 - Single
 - Double
- Refrigerator

- Stove
 - Gas
 - Electric
 - Built-In
 - Free Standing
- Surface Unit Cook Top
 - Gas
 - Electric
- Trash Compactor
 - Built-In
 - Free Standing
- Vacuum System (Built-In)
- Vacuum Attachments
- Vent Hood
- Wine Cooler

Home Media

- Intercom System
- Radio (Built-In)
- Satellite Dish
- Satellite Receiver
- Speakers (Built-In)
- Switch Plate Covers
- Television (TV)
 - Antenna
 - Mounts/Brackets
 - Remote
 - Wiring

Interior Fixtures

- Ceiling Fan
 - Remote Control
- Chandelier(s)
- Fireplace
 - Gas Logs
 - Gas Starter Key
 - Remote Control
 - Screen/Door
 - Wood Burning Insert
- Light Fixtures
- Mirror (Attached)
- Shelving Unit & System
 - Built-In
 - Free Standing
- Shower Head/Sprayer
- Telephone/Data Jacks/Wires
- Window Treatments (including Hardware)

Landscaping / Yard

- Awning
- Flag Pole
- Mailbox
- Statuary
- Stepping Stones
- Weather Vane
- Door & Window Hardware

Recreation

- Hot Tub
- Sauna

Safety

- Alarm System (Burglar)
 - Leased
 - Owned
- Alarm System (Smoke/Fire)
 - Leased
 - Owned
- Carbon Monoxide Detector
- Smoke Detector
 - Battery Operated
 - Hard Wired

Systems

- Air Conditioning Window Unit
- Air Purifier
- Dehumidifier
 - Built-In
 - Free Standing
- Humidifier
- Sump Pump
- Thermostat
- Water Purification System
 - Leased
 - Owned
- Water Softener System
 - Leased
 - Owned
- Window Screens

Location of items checked above: _____

Other items, and it's location, included in the sale of the Property shall be: _____

Other items not included in the sale of Property shall be: _____

The common law of fixtures shall apply to items not addressed herein. Those items that are not included in the sale of Unit 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 items not timely removed. In removing all items, Seller shall use reasonable care to prevent damage and, if necessary, shall restore the area where the item has been removed to its original condition.

SELLER'S REPRESENTATION REGARDING SELLER'S CONDOMINIUM 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: _____

Date: _____

Seller: _____

Date: _____

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

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

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Draft

COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT “ _____ ”



2016 Printing

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

Seller hereby discloses the following to the Buyer:

A. TYPE OF ASSOCIATION.

In purchasing the Property, Buyer will either become a mandatory member or have the opportunity to become a voluntary member in the following type of community association (“Association”):

[Select all which apply. The section not checked shall not be a part of this Exhibit.]

- Mandatory Membership Condominium Association
- Mandatory Membership Homeowners Association
- Voluntary Membership Homeowners Association

B. SIZE OF COMMUNITY, IF CONDOMINIUM.

If the Community is a condominium, the number of units in the condominium is as follows: _____

C. The community in which the Property is located is OR is not restricted?

If the community is age restricted, occupancy is limited to: _____

- At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older (“Over 55 Exemption”)
- All units are occupied by persons 62 or older (“62 and Older Exemption”)

D. EXISTENCE OF MASTER ASSOCIATION.

In addition to the Association referenced above, there is OR is not a master association of which Buyer shall become a member or in which the Association is already a member.

E. CONTACT INFORMATION FOR ASSOCIATION:

Contact Person / Title: _____
Property Management Company: _____
Telephone Number: _____
E-mail Address: _____
Mailing Address: _____
Website Address of Association: _____

F. ANNUAL ASSOCIATION ASSESSMENTS.

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

- 1. Mandatory Membership Association:** Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer’s share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently _____ and is paid in _____ installments.
- 2. Voluntary Membership Association:** If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be _____ and paid in _____ installments.
- 3. Master Association:** If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be _____ and shall be paid in _____ installments.

G. FEES CHARGED TO BUYER UPON THE SALE OF THE PROPERTY.

In purchasing the Property, Buyer may be obligated to pay to the Association or the Association’s management company certain fees including, but not limited to, an initiation fee, new member fee, transfer fee, new account set-up fee and other similar fees (hereinafter collectively referred to as “Fees Due Upon the Purchase of the Property”).

There are OR are not such Fees Due Upon the Purchase of the Property and the total amount of such Fees is estimated to be: \$ _____.

H. ACCOUNT STATEMENT OR CLEARANCE LETTER.

Any letter from the Association confirming whether assessments or other amounts are owed on the Property shall be paid by the Buyer OR Seller. If Seller is paying for the Account Statement or Clearance Letter, the payment shall be in addition to the Items Paid by Seller set forth in the Agreement.

I. LITIGATION. There is or is not any threatening or existing litigation relating to alleged construction defects in the Community in which the community association is involved.

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

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

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

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

K. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES.

The following services and amenities are paid for by the Association from the annual assessment:

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

Utilities for Property

- Gas
- Water
- Electric
- Heating
- Sewer

Services

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

Amenities

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

Other

- Cable
- Pest Control
- Termite Control
- Fire Insurance on Property
- Common Area Insurance

L. KEYS AND SIMILAR ITEMS.

At closing, Seller shall provide Buyer with all keys, key fobs, key cards, access codes, openers and the like for the Property and any of the following that might serve the Property or be available to the Property Owner: lobby door, elevator, service area door, garage door, parking garage control gate, community access entry gate, swimming pool gate, trash room, mailroom and mailbox, door leading to clubhouse or exercise facility and other similar facilities available in the community.

M. ADDITIONAL FEES FOR SERVICES AND FACILITIES.

If any of the above-referenced services and amenities require the payment of an additional fee to receive the service or use the amenity, the service and / or amenity and the fee for using (or receiving the same) is set forth below:

N. USE OF PROPERTY DISCLAIMER.

Most community association legal documents contain significant restrictions on the use of the Property and on the common property available for use by the community as a whole. By way of example only, this may include restrictions on leasing, pets, the business use of the Property, noise, parking and architectural changes to the Property. Buyer is encouraged to obtain and review the community association legal documents to ensure that Buyer is familiar with the same and that such restrictions are acceptable to Buyer before the expiration of any Due Diligence Period.

O. SELLER COOPERATION.

Seller acknowledges that in some cases Buyer may not be able to receive information directly from the Association or its manager because the Buyer is not yet the property owner. In such an event, Seller agrees to cooperate fully with the Buyer in obtaining reasonably available information from the Association and its manager on behalf of Buyer relating to the property, the Association and/or management of the Association.

P. SELLER WARRANTY.

Seller warrants that to the best of Seller's knowledge and belief, the information in this exhibit is accurate and complete. However, Buyer is encouraged to contact the Association to confirm what assessments and fees Buyer will owe when Buyer purchases the Property and the services and amenities that will be available to Buyer in living in the community.

Buyer's Initials: _____ / _____

Seller's Initials: _____ / _____

Draft

CONDOMINIUM RESALE PURCHASE AND SALE EXHIBIT “ _____ ”

(not to be used on initial sale of unit)



2016 Printing

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

1. Legal Description. The full legal description of the Property is:

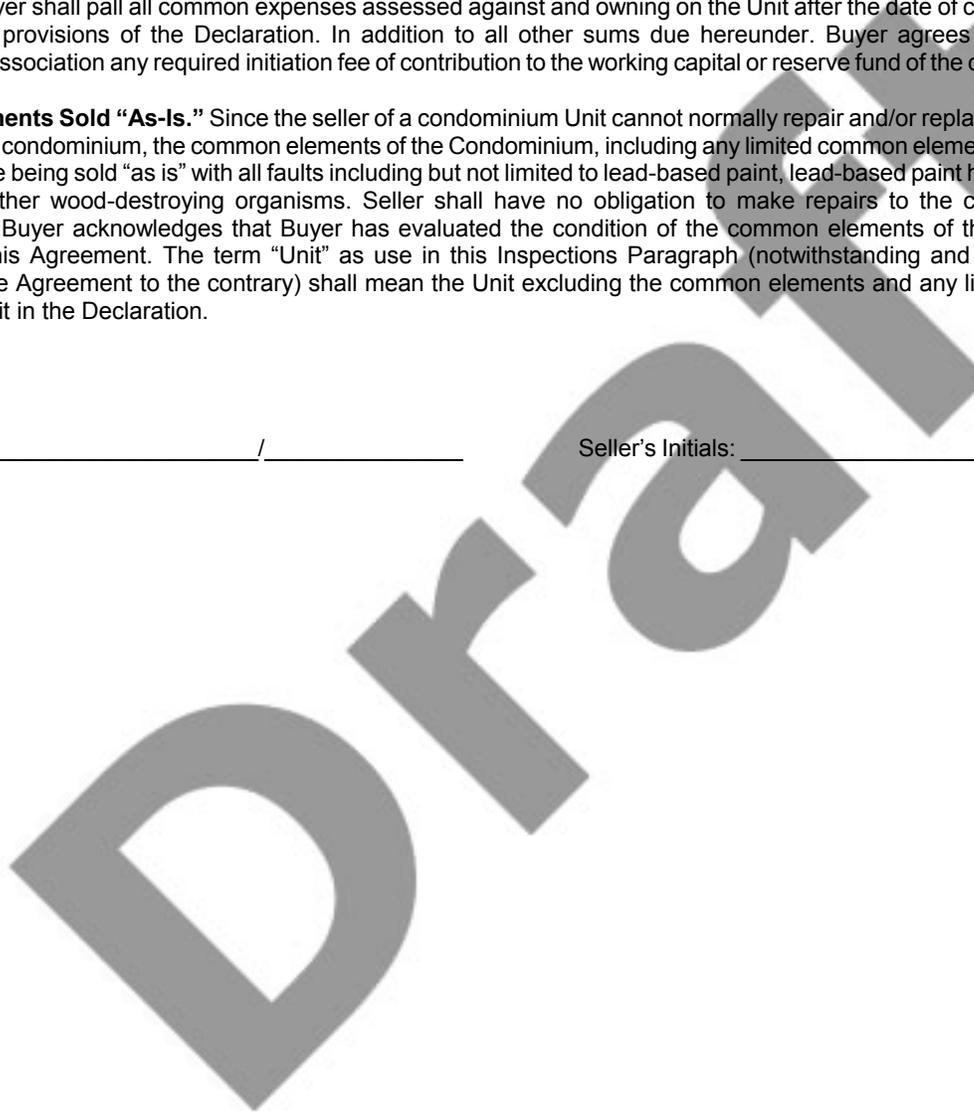
Unit _____ of _____ Condominium (“Condominium”), located in Land Lot _____ of the _____ District of the _____ County, Georgia, together with its percentage interest in the common elements of the Condominium, and any limited common elements assigned to the unit (“Unit”). The Condominium was created by the Declaration of Condominium for any Condominium (“Declaration”), recorded in Deed Book _____, Page _____, et seq. of the above county records (“Declaration”), and shown on the plat of survey filed in Condominium Plat Book _____, Page _____, of the land records of the above county, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____, of the above county.

2. Common Expense Assessments. Seller shall pay his or her share of assessments and other common expenses assessed against and owing on Unit, as provided for in the Declaration, which assessments and other common expenses shall be prorated through the date of the closing. Buyer shall pall all common expenses assessed against and owing on the Unit after the date of closing in accordance with the terms and provisions of the Declaration. In addition to all other sums due hereunder. Buyer agrees at closing to pay to the condominium association any required initiation fee of contribution to the working capital or reserve fund of the condominium association.

3. Common Elements Sold “As-Is.” Since the seller of a condominium Unit cannot normally repair and/or replace defects in the common elements of the condominium, the common elements of the Condominium, including any limited common elements assigned to Unit in the Declaration, are being sold “as is” with all faults including but not limited to lead-based paint, lead-based paint hazards and damage from termites and other wood-destroying organisms. Seller shall have no obligation to make repairs to the common elements of the Condominium. Buyer acknowledges that Buyer has evaluated the condition of the common elements of the Condominium prior to entering into this Agreement. The term “Unit” as use in this Inspections Paragraph (notwithstanding and other definition of “Unit” contained in the Agreement to the contrary) shall mean the Unit excluding the common elements and any limited common elements assigned to Unit in the Declaration.

Buyer's Initials: _____ / _____

Seller's Initials: _____ / _____



CONVENTIONAL LOAN CONTINGENCY
EXHIBIT " _____ "



2016 Printing

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

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfill Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency.

[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.]

<input type="checkbox"/> A.	FIRST MORTGAGE LOAN	Loan Amount	Term	Interest Rate (at par)	Rate Type	Source Of Loans Term
		_____ % of purchase price	_____ years	_____ % 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
<input type="checkbox"/> B.	SECOND MORTGAGE LOAN	_____ % of purchase price	_____ years	_____ % 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

2. **Use of Particular Mortgage Lender.** Unless an Approved Mortgage Lender is identified below, Buyer may apply for approval of the Loan(s) with any institutional mortgage lender licensed to do business in Georgia. If an Approved Mortgage Lender(s) is identified below, Buyer shall apply for approval of the Loan(s) with at least one such Approved Mortgage Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Mortgage Lender.

Approved Mortgage Lender(s)

(hereinafter singularly "Approved Mortgage Lender" and collectively "Approved Mortgage Lender(s)")

3. **Buyer May Apply for Different Loan(s).** Buyer may also apply for different loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement.

4. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.

5. **Financing Contingency.** Buyer shall have _____ days from the Binding Agreement Date ("Financing Contingency Period") to determine if Buyer has the ability to obtain the Loan(s) described above ("Financing Contingency"). Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such notice a letter of loan denial from a mortgage lender based upon the mortgage lender's customary and standard underwriting criteria ("Loan Denial Letter"). The Loan Denial Letter and mortgage lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit. Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the above-referenced seven (7) day period to provide the Loan Denial Letter falls outside of the Financing Contingency Period.

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

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

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

7. Right of Seller to Request Evidence of Buyer's Ability to Close. If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.

8. 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.

9. 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.

10. Appraisal Contingency. In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the Lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Buyer with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall within _____ days of the Binding Agreement Date have the right to request that Seller reduce the sales price of the Property to a price not less than the appraised price by submitting an Amendment to Reduce Sales Price ("ATRSP") to Seller along with a copy of the appraisal supporting the lower price. In the event that Buyer does not submit an ATRSP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall no longer be subject to an appraisal contingency.

Seller shall accept or reject the ATRSP within the earlier of: (a) three (3) days from the date that the ATRSP is delivered to Seller, or (b) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date). If Seller timely accepts the ATRSP, Buyer shall be obligated to purchase the Property in accordance with this Agreement as amended by the ATRSP. If Seller does not accept the ATRSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three (3) days of the earlier of: (a) the date that Buyer receives notice that Seller has not accepted the ATRSP; or (b) the last date Seller could have accepted the ATRSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of closing. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property. In such event, Buyer shall be obligated to purchase the Property for the price set forth in this Agreement.

Buyer's Signature

Print or Type Name

Buyer's Signature

Print or Type Name

Selling Broker

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

Member of: _____ of REALTORS®

Seller's Signature

Print or Type Name

Seller's Signature

Print or Type Name

Listing Broker

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

Member of: _____ of REALTORS®

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

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

1. Purchase and Sale or Lease Transaction Lead Warning Statement.

Every purchaser or tenant of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller or Landlord of any interest in residential real property is required to provide the Buyer or Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Seller's or Landlord's possession and notify the Buyer or Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's/Landlord's Disclosure. _____

Initials of Seller / Landlord

A. Presence of lead-based paint and/or lead paint hazard *[check one below]*:

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and Reports available to the Seller/Landlord *[check one below]*:

Seller/Landlord has provided the Buyer/Tenant with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Buyer's/Tenant's Acknowledgment. _____

Initials of Buyer / Tenant

A. Buyer/Tenant has received copies of all information, if any, listed above.

B. Buyer/Tenant has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family from Lead in Your Home".

C. Buyer/Tenant has *[check one below]*:

Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Broker's Acknowledgment. _____

Initials of Broker or Licensee of Broker

Broker has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Buyer/Tenant	_____ Date	_____ Seller/Landlord	_____ Date
_____ Buyer/Tenant	_____ Date	_____ Seller/Landlord	_____ Date
_____ Selling/Leasing Broker	_____ Date	_____ Listing Broker	_____ Date

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Tenant" shall mean either a Buyer or a Tenant or both as the context may indicate.