



UNREPRESENTED BUYER FORM & PROCESS

First, thank you for your business.

The process is simple. Fill in the first 4 pages with as much information as you know. **Don't sign it yet.**

The sample pages are for your reference.

Fax or scan and email the 4 pages that you have filled in PLUS this page.

We will check your listing to see if there are any other exhibits that are needed based on your location and age of your home.

We will then send you the entire contract for you and the buyer to execute.

Your name: _____

Your phone number: _____

Where do you want the contract sent (fax or email): _____

Are there any other items that you have discussed that are not on the front page that you filled in?



CONDOMINIUM RESALE PURCHASE AND SALE AGREEMENT

(not to be used on initial sale of unit)

Offer Date: _____

2013 Printing

1. **Purchase and Sale.** The buyer(s) listed below ("Buyer") agree to buy and the seller(s) listed below ("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. Name of Buyer(s): | B. Name of Seller(s): |
| | |

C. Property Description: MLS Number: _____ Tax I.D. Number: _____
 Address: _____
 City _____, County _____, Georgia, Zip Code _____
 The full legal description is: Unit _____ of _____ Condominium ("Condominium"), located in Land Lot _____ of the _____ District of _____ 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., _____ County, Georgia records ("Declaration"), and shown on the plat of survey filed in Condominium Plat Book _____, Page _____, _____ County, Georgia records, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____, _____ County, Georgia records.

| | |
|---|--|
| D. Purchase Price of Property to be Paid by Buyer: \$ _____ | E. Seller's Monetary Contribution at Closing: \$ _____ |
|---|--|

| | |
|-------------------------|---|
| F. Closing Date: | G. Closing Law Firm: Mozley, Finlayson and Loggins 678-222-2170; Seller will set up closing |
|-------------------------|---|

| | |
|---|--|
| H. Holder of Earnest Money ("Holder"): Seller | I. Seller Retains Possession of Property Through: |
|---|--|

J. Earnest Money: Earnest Money shall be paid by check cash wire transfer of immediately available funds as follows:
 1. \$ _____ as of the Offer Date
 2. \$ _____ within _____ days from the Binding Agreement Date
 3. Earnest money will be 1% of the sales price and will be delivered to the seller within 3 days of Binding Agreement Date.

K. Property is being sold subject to a Due Diligence Period of 14 days from the Binding Agreement Date.

L. Buyer paid Initiation Fee or Capital Contribution to Association \$ _____

M. 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).

N. Buyer has OR has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home".

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

2. Brokerage Relationships in this Transaction.

| | |
|--|--|
| <p>A. Listing Broker is _____ and is:</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> representing Seller as a client. <input type="checkbox"/> not representing Seller (Seller is a customer). <input type="checkbox"/> acting as a dual agent representing both Buyer and Seller. <input type="checkbox"/> acting as a designated agent where _____ has been assigned to exclusively represent Seller. | <p>B. Selling Broker is XXXXXXXXXXXX _____ and is:</p> <ol style="list-style-type: none"> <input type="checkbox"/> representing Buyer as a client. <input type="checkbox"/> not representing Buyer (Buyer is a customer). <input type="checkbox"/> acting as a dual agent representing both Buyer and Seller. <input type="checkbox"/> acting as a designated agent where _____ has been assigned to exclusively represent Buyer. |
|--|--|

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

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

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:

XXXXXXXXXXXX
Selling Broker

By: _____
Broker or Broker's Affiliated Licensee

XXXXXXXXXXXX
Print or Type Name

XXXXXX XXXXXX
MLS Office Code Brokerage Firm License Number

Phone# XXXXXXXXX _____

Fax# XXXXXXXXX _____

E-Mail XXXXXXXXXXXXXXXXXXXX _____

XXXXX
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: *RHONDA* _____
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: *N/A* _____ of REALTORS®

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



COMMUNITY ASSOCIATION DISCLOSURE

EXHIBIT " B "

2013 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 _____.

A. TYPE OF ASSOCIATION.

Seller hereby discloses to Buyer that, 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. IS THE COMMUNITY IN WHICH THE PROPERTY IS LOCATED AGE RESTRICTED? YES OR NO

If yes, which exemption applies to the community?

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

C. EXISTENCE OF MASTER ASSOCIATION.

Seller also discloses to Buyer that 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.

D. CONTACT INFORMATION FOR ASSOCIATION:

(Name, Address, Telephone Number, etc., where Association Dues are Sent by Seller)

E. ANNUAL ASSOCIATION ASSESSMENTS.

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

- 1. Mandatory Membership Association.** Buyer acknowledges that 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.

F. INITIATION FEE.

Any Association initiation fee, membership fee, transfer fee or other similar fee or charge (hereinafter collectively referred to as "Initiation Fee") shall be paid by the Buyer. To the best of Seller's knowledge, there is OR is not an Initiation Fee. If there is an Initiation Fee, the estimated amount of the Initiation Fee is \$ _____ and is due _____.

G. ACCOUNT STATEMENT 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 Letter, the payment shall be in addition to the Items Paid by Seller at Closing set forth in the Agreement.

H. 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 \$_____.

I. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES. [Select all which apply. The sections not checked shall not be a part of this Agreement.]

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

- | <u>Utilities for Property</u> | <u>Services</u> | <u>Amenities</u> | <u>Other</u> |
|-----------------------------------|--|--|---|
| <input type="checkbox"/> Gas | <input type="checkbox"/> Concierge | <input type="checkbox"/> Pool | <input type="checkbox"/> Cable |
| <input type="checkbox"/> Water | <input type="checkbox"/> Gate Attendant | <input type="checkbox"/> Tennis | <input type="checkbox"/> Pest and Termite Control |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Trash Pickup | <input type="checkbox"/> Golf | <input type="checkbox"/> Fire Insurance on Property |
| <input type="checkbox"/> Heating | <input type="checkbox"/> Road Maintenance | <input type="checkbox"/> Clubhouse | <input type="checkbox"/> Common Area Insurance |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Maintenance of Property | <input type="checkbox"/> Playground | |
| | <input type="checkbox"/> Grounds | <input type="checkbox"/> Exercise Facility | |
| | <input type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Equestrian Facility | |
| | <input type="checkbox"/> Common Area Maintenance | <input type="checkbox"/> Marina/Boat Storage | |

J. 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 Unit and any of the following that might serve the Unit or be available to the Unit 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.

K. 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, please specify the service and / or amenity below and the fee for using (or receiving) the same:

L. 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: _____/_____



CONDOMINIUM RESALE PURCHASE AND SALE AGREEMENT

(not to be used on initial sale of unit)

Offer Date: _____

2013 Printing

1. **Purchase and Sale.** The buyer(s) listed below ("Buyer") agree to buy and the seller(s) listed below ("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. Name of Buyer(s): | B. Name of Seller(s): |
| | |
| C. Property Description: MLS Number: _____ Tax I.D. Number: _____ Address: _____ City _____, County _____, Georgia, Zip Code _____ The full legal description is: Unit _____ of _____ Condominium ("Condominium"), located in Land Lot _____ of the _____ District of _____ 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., _____ County, Georgia records ("Declaration"), and shown on the plat of survey filed in Condominium Plat Book _____, Page _____, _____ County, Georgia records, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____, _____ County, Georgia records. | |
| D. Purchase Price of Property to be Paid by Buyer: \$ _____ | E. Seller's Monetary Contribution at Closing: \$ _____ |
| F. Closing Date: | G. Closing Law Firm: |
| H. Holder of Earnest Money ("Holder"): | I. Seller Retains Possession of Property Through: |
| J. Earnest Money: Earnest Money shall be paid by check <input type="checkbox"/> cash <input type="checkbox"/> wire transfer of immediately available funds <input type="checkbox"/> as follows: <input type="checkbox"/> 1. \$ _____ as of the Offer Date <input type="checkbox"/> 2. \$ _____ within _____ days from the Binding Agreement Date <input type="checkbox"/> 3. _____ | |
| K. Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date. | |
| L. Buyer paid Initiation Fee or Capital Contribution to Association \$ _____ | |
| M. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was <input type="checkbox"/> OR was not <input type="checkbox"/> built prior to 1978 (If it was, a Lead-Based Paint Exhibit must be attached to this Agreement). | |
| N. Buyer has <input type="checkbox"/> OR has not <input type="checkbox"/> received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home". | |
| O. Time Limit of Offer: The Offer set forth herein expires at _____ o'clock _____m. on the date _____. | |

2. **Brokerage Relationships in this Transaction.**

| | |
|--|--|
| A. Listing Broker is <u>DUFFY REALTY</u> and is: 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 both Buyer and Seller. 4. <input type="checkbox"/> acting as a designated agent where _____ _____ has been assigned to exclusively represent Seller. | B. Selling Broker is <u>DUFFY REALTY</u> and is: 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 both Buyer and Seller. 4. <input type="checkbox"/> acting as a designated agent where _____ _____ has been assigned to exclusively represent Buyer. |
| C. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships: _____ _____ | |

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

- 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.
- 4. Deposit of Earnest Money.** The earnest money shall be deposited in Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) within five (5) banking days from the later of: (a) the Binding Agreement date hereunder; or (b) the date it is actually received by Holder. 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.
- 5. Closing Costs, Prorations, Right to Extend Closing Date and Closing Law Firm.**
- 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 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.
- 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. 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.
- 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.
- 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: (a) the delay is not caused by Buyer; and (b) if Buyer is obtaining a mortgage loan, Buyer has already obtained a loan commitment. 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.
- 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.
- 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.
- 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.
- 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 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.

8. 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.
- 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.**

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.
- 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.
- 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.

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.
- 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 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 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.

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:
 - 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;
 - (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) 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.
 - 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.
- 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).
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.
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.
14. **Notices.**
 - A. **All 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. **Method of 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.
 - 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.
 - 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.
 - 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.

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.

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.
- 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.

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.
- B. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- C. Keys and Openers:** At closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.
- 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.
- 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.
- 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.
- G. Time of Essence:** Time is of the essence of this Agreement.
- 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.
- 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.
- 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.
- K. Parties:** There shall be no Binding Agreement if all Buyers and Sellers listed herein have not signed this Agreement.
- L. 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.
- M. 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.
- N. 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.

17. 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 pay all common expenses assessed against and owing on 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 or contribution to the working capital or reserve fund of the condominium association.

18. Common Elements Sold "As Is." Since the seller of a condominium unit cannot normally repair and/or replace defects in the common elements of a 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 used in this Inspection Paragraph (notwithstanding any other definition of "Unit" contained in this Agreement to the contrary) shall mean the Unit excluding the common elements and any limited common elements assigned to Unit in the Declaration.

19. 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:

- Back-up Agreement Contingency as Exhibit "_____"
- Community Association Disclosure as Exhibit "_____"
- FHA Loan Exhibit OR VA Loan Exhibit OR Conventional Financing Contingency Exhibit OR USDA-RD 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.]
- Legal Description of the Property as Exhibit "_____"
- Sale or Lease of Buyer's Property Contingency as Exhibit "_____"
- Seller's Property Disclosure Statement as Exhibit "_____"
- Source of Buyer's Funds as Exhibit "_____"
- Survey of Property as Exhibit "_____"
- Temporary Occupancy Agreement 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:

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

RHONDA DUFFY
Print or Type Name

DUFF01 **H-44692**
MLS Office Code Brokerage Firm License Number

Phone# **678-318-3613**

Fax# **678-318-3605**

E-Mail **DuffyContracts@gmail.com**

177871
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:

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

RHONDA DUFFY
Print or Type Name

DUFF01 **H-44692**
MLS Office Code Brokerage Firm License Number

Phone# **678-318-3613**

Fax# **678-318-3605**

E-Mail **DuffyContracts@gmail.com**

177871
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 _____.