

# PURCHASE AND SALE AGREEMENT



- 1 (a) **BUYER NAME(s):** \_\_\_\_\_
- 2 (b) **SELLER NAME(s):** \_\_\_\_\_
- 3 (c) **PROPERTY ADDRESS and/or DESCRIPTION:** Buyer agrees to purchase and Seller agrees to sell the real property identified as:  
4 \_\_\_\_\_  
5 \_\_\_\_\_, \_\_\_\_\_ County, Tennessee.
- 6 (d) **PURCHASE PRICE:** \$ \_\_\_\_\_ Dollars,  
7 to be paid in cash or equivalent good funds at closing.
- 8 (e) **EARNEST MONEY:** \$ \_\_\_\_\_ valid check or money order payable to Escrow Agent: \_\_\_\_\_  
9 \_\_\_\_\_, whose address is: \_\_\_\_\_,  
10 will be promptly delivered to Escrow Agent **no later than 5:00 PM, three (3) calendar days after the Acceptance Date.**
- 11 (f) **CLOSING, EXPIRATION, & POSSESSION DATE:** \_\_\_\_\_. This is the date that the sale will  
12 be closed, or this *Agreement* will expire on this date at 11:59 PM. If this is not a business day, this date will be extended to the  
13 next business day. Any other change in this date must be agreed to **in writing** by all parties. Possession of the entire property will  
14 be given to the Buyer at the time of closing, unless a different time of possession is agreed to in a separate *Occupancy Agreement*.
- 15 (g) **ITEMS INCLUDED OR EXCLUDED:** Included, if present, as part of the property sale: all real estate, buildings,  
16 improvements, appurtenances (rights and privileges), and fixtures. **Fixtures** include all things which are attached to the  
17 structure(s) by nails, screws, or other permanent fasteners, including, but not limited to all of the following, if present:  
18 attached light fixtures and bulbs, ceiling fans, attached mirrors; heating and cooling equipment and thermostats; plumbing  
19 fixtures and equipment; all doors and storm doors; all windows, screens, and storm windows; all window treatments  
20 (draperies, curtains, blinds, shades, etc.) and hardware; all wall-to-wall carpet; all built-in kitchen appliances and stove; all  
21 bathroom fixtures; gas logs, fireplace doors and attached screens; all security system components and controls; garage door  
22 openers and all remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills;  
23 all fencing, landscaping and outdoor lighting; and mail boxes.  
24 Other items included in the sale: \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 Items that are not included in the sale: \_\_\_\_\_  
28 Leased items: \_\_\_\_\_
- 29 (h) **CLOSING COSTS:** Unless otherwise stated in Special Stipulations or Addenda, closing costs are to be paid as follows:  
30 **Seller must pay** all Seller's existing loans, liens and related costs affecting the sale of the property, Seller's settlement fees,  
31 real estate commissions, the balance on any leased items that remain with the property, and a **title insurance policy** with  
32 Buyer to receive benefit of simultaneous issue. Any existing rental or lease deposits must be transferred to Buyer at closing.  
33 **Buyer must pay** transfer taxes, deed and deed of trust recording fees, association transfer fees, hazard and any other  
34 required insurance, Buyer's settlement fees, and **all Buyer's loan related or lender required expenses.**
- 35 (i) **PRORATIONS, TAXES & ASSESSMENTS:** The current year's property taxes, any existing tenant leases or rents,  
36 association or maintenance fees, (and if applicable, any remaining fuel), will be prorated as of the date of closing. Taxes for  
37 prior years and any special assessments approved before date of closing must be paid by Seller at or before closing. If  
38 applicable, roll back taxes or any tax or assessment that cannot be determined by closing date should be addressed in  
39 Special Stipulations or Addenda and will survive the closing.
- 40 (j) **HOME PROTECTION PLANS:** Home Protection plans available for purchase are **waived, unless** addressed in Special  
41 Stipulations. Buyer and Seller understand that an administrative fee may be paid to the Real Estate Company if plan is purchased.
- 42 (k) **SPECIAL STIPULATIONS:** The following special stipulations, if in conflict with any language contained within the 3 pages of  
43 this *Purchase and Sale Agreement*, will control: \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_  
50 \_\_\_\_\_
- 51 (l) **TIME IS OF THE ESSENCE:** The failure to meet specified time limits will be grounds for canceling this *Agreement*.
- 52 (m) **FAIR HOUSING AND EQUAL OPPORTUNITY:** This Property is being sold without regard to race, color, sex,  
53 religion, disability, marital status, family status, sexual orientation, age, ancestry, or national origin.

- 54 (n) **LOAN AND APPRAISAL CONTINGENCIES:** This *Agreement* is contingent on Buyer obtaining loan(s) of Buyer's choice.  
55 Buyer must deliver to Seller **no later than 5:00 PM, ten (10) calendar days after the Acceptance Date** a lender's  
56 conditional **commitment letter** proving that: loan application has been made; appraisal has been ordered; loan is not  
57 contingent on the sale of any other property (unless otherwise stated in *Agreement*); Buyer has necessary cash reserves; and  
58 providing reasonable assurance of Buyer's ability to obtain loan with rates, terms, payments and conditions acceptable to  
59 Buyer. Failure to timely provide commitment letter will be grounds for Seller to cancel this *Agreement* by delivering written  
60 *Notice* to Buyer, and all Earnest Money must be refunded to Buyer. **VA/FHA Loan Addendum** must be attached if Buyer seeks  
61 VA or FHA loan. If loan contingency is waived, Buyer must deliver proof of adequate funds within time period on Line 55.  
62 **Appraisal Contingency** - this *Agreement* is also contingent on the appraisal value equaling or exceeding the purchase price.  
63 **If any repairs are required by the lender,** Buyer must deliver to Seller a written list of lender required repairs. Seller must  
64 deliver to Buyer, no later than 5:00 PM, three (3) calendar days after receiving the repair list, a written *Notice* stating whether or  
65 not Seller will complete the repairs before closing at Seller's expense. If Seller does not agree to perform such repairs, or does not  
66 reply within the time limit, this *Agreement* will cancel and all Earnest Money must be refunded to Buyer [see exception in (p)].  
67 **If, at anytime, the loan or appraisal contingency is not satisfied,** Buyer may cancel this *Agreement* by delivering to  
68 Seller a written *Notice of Cancellation*, along with supporting documentation, and all Earnest Money must be refunded to Buyer.
- 69 (o) **INSPECTION CONTINGENCY AND DUE DILIGENCE PERIOD:** This *Agreement* is contingent on Buyer's  
70 satisfaction with all property inspections and investigations. Buyer may use any inspectors of Buyer's choice, at Buyer's  
71 expense. Seller must permit Buyer, and Buyer's representatives and inspectors, reasonable access for inspections, with **all**  
72 **utilities in service at Seller's expense.** Buyer assumes all liability for any damage or loss caused by Buyer's or Buyer  
73 representatives' inspections or investigations of the property.  
74 **Due Diligence Period:** All inspections and investigations must be completed with response to Seller no later than  
75 **5:00 PM, ten (10) calendar days after the Acceptance Date.** During this due diligence period Buyer is strongly advised to:  
76 (A) have a **professional home inspection** conducted by a licensed home inspector (at Buyer's expense), AND  
77 (B) have a **wood destroying insect inspection** conducted by a licensed pest inspector (at Buyer's expense), AND  
78 (C) investigate all matters itemized in the *Advisory to Buyers and Sellers* (which is an Addendum to this *Agreement*), AND  
79 (D) perform any additional inspections and investigations desired, and verify any other matters of concern to the Buyer, AND  
80 (E) if applicable, obtain a septic system inspection letter (available for a fee at TN Dept of Environment and Conservation).  
81 **Inspection Contingency Resolution:** If Buyer is satisfied with all inspections and investigations, Buyer deliver to  
82 Seller a *Notice of Release* of inspection contingency. If for **any** reason Buyer is **not** satisfied with the results of **any**  
83 inspection or investigation, the Buyer **must, within the Due Diligence Period** (Lines 74-75), deliver to Seller **either:**  
84 (1) a written *Notice of Cancellation*, canceling this *Agreement*, and all Earnest Money must be refunded to Buyer, **OR**  
85 (2) a written **Inspection Contingency Removal Proposal.** If Seller rejects Buyer's **Proposal** (or *Counterproposal*) by delivering  
86 a **Notice of Rejection** to Buyer, **or** if any *Counterproposal* is rejected by either party, **or** if a time limit for a written response  
87 to such is exceeded, this *Agreement* will cancel and all Earnest Money must be refunded to Buyer [see exception in (p)].  
88 - Any *Proposal*, *Counterproposal*, *Notice of Rejection*, or *Notice of Release* of inspection contingency must be in writing.  
89 - Any *Proposal* or *Counterproposal* must contain a time limit for responding (that is, an expiration date & time).  
90 If it is discovered during the Due Diligence Period that any permanent structure on the property has an active wood destroying  
91 insect infestation, the Seller, upon Buyer's request, must **professionally treat infestation before closing at Seller's expense.**  
92 Repair of any damage from wood destroying insects must be negotiated in the *Inspection Contingency Removal Proposal.*
- 93 **CAUTION TO BUYER:** Failure to deliver to the Seller either a written **Notice of Release** or **Notice of Cancellation**, or a written  
94 **Inspection Contingency Removal Proposal** within the Due Diligence Period described on Lines 74-75 will be considered to  
95 be an acceptance of the property "as is," and the Inspection Contingency will be satisfied and no longer a part of this *Agreement.*
- 96 (p) **BUYER'S RIGHT TO REINSTATE:** If Seller refuses to complete the lender required repairs (Lines 63-66), or cancels this  
97 *Agreement* by rejecting an *Inspection Contingency Removal Proposal* (Lines 85-89), Buyer has the right to reinstate the  
98 *Agreement* by delivering to Seller a *Notice* stating that the Buyer will accept the property in its present "as is" condition. Buyer's  
99 *Notice* must be delivered to Seller **no later than 5:00 PM, three (3) calendar days after the delivery of Seller's Notice** of  
100 rejection, or if Seller has failed to respond, no later than 5:00 PM, three (3) calendar days after the Seller's deadline to reply.
- 101 (q) **FINAL INSPECTION & RISK OF LOSS:** Buyer has the right and responsibility to perform a final inspection before  
102 closing to determine that the property is in the same condition, other than ordinary wear, as when the *Agreement* was  
103 accepted (with Seller having responsibility to correct), and to see that any repairs agreed to be performed by Seller have  
104 been completed. Buyer may use inspectors. All utilities must be in service at Seller's expense. The closing of the sale  
105 confirms Buyer's acceptance of property condition. Seller is responsible for any loss or damage to the property before closing.
- 106 (r) **DISBURSEMENT OF EARNEST MONEY, AND ADEQUATE CONSIDERATION:** The Earnest Money will be  
107 applied towards the purchase price at closing. If any contingencies or conditions of this *Agreement* are not met and the  
108 *Agreement* is cancelled, all Earnest Money must be refunded to Buyer. If Seller fails to perform any obligation under this  
109 *Agreement*, all Earnest Money must be refunded to Buyer. If required, the Escrow Agent may file an interpleader action in  
110 a court of law, and recover expenses and reasonable attorney's fees, and will have no further liability as Escrow Agent. All  
111 parties acknowledge that the consideration given, including the promises exchanged, the time limitations imposed, and the  
112 notifications required, is sufficient and adequate in exchange for the Buyer's right to legally, properly, and in good faith  
113 cancel, reinstate or extend this *Agreement* in accordance with the other terms of this *Agreement.*

