

NEW Form for 2017

**AGREEMENT FOR ESCROW AGENT TO SERVE AS HOLDER OF EARNEST MONEY**



2017 Printing

Use this form if parties negotiate to have a Closing Attorney hold the Earnest Money

This Agreement for Escrow Agent to Serve as Holder of Earnest Money is made and entered into this date of \_\_\_\_\_ by and between \_\_\_\_\_ ("Escrow Agent"), \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") in accordance with the Purchase and Sale Agreement ("Agreement") with an Offer Date of \_\_\_\_\_ for real property known as: \_\_\_\_\_, Georgia \_\_\_\_\_.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows:

1. Escrow Agent agrees to perform the duties of the "Holder" under the Agreement, a copy of which is incorporated herein by reference, and shall have all of the rights and duties of Holder under said Agreement;
2. Buyer shall timely pay the earnest money and any other funds to be escrowed under the Agreement to Escrow Agent as the Holder under the Agreement;
3. Escrow Agent, as Holder, shall deposit, hold and disburse the earnest money and any other funds to be escrowed under the Agreement and (and which are actually received by Holder) in accordance with the terms of the Agreement;
4. For serving as Holder, Escrow Agent shall be paid the sum of \$ \_\_\_\_\_ at closing which sum shall be deducted by Holder from the earnest money being held by Holder;
5. This Escrow Agreement shall be interpreted in accordance with the laws of the State of Georgia;
6. Time is of the essence; and
7. This Escrow Agreement constitutes the entire agreement among the parties hereto relative to Escrow Agent serving as the Holder of earnest money (and any other funds to be escrowed) that are referenced in the Agreement and shall not be amended, altered or changed except by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**1 Buyer's Signature**

Print or Type Name

Address

**1 Seller's Signature**

Print or Type Name

Address

**2 Buyer's Signature**

Print or Type Name

Address

**2 Seller's Signature**

Print or Type Name

Address

Additional Signature Page  is  is not attached.

Additional Signature Page  is  is not attached.

**Escrow Agent's Signature**

Print or Type Name

**Escrow Agent's Address**

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Dana Sparks \_\_\_\_\_ 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.



# COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER



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

2017 Printing

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

- A. **Previous Counteroffers Rejected.** Any and all previous Counteroffers made by either party are hereby rejected and shall not be considered a part of any agreement between the parties.
- B. **Relationship between Original Offer and This Counteroffer.** The Original Offer is hereby incorporated by reference into this Counteroffer. However, the terms of this Counteroffer shall modify and control over any conflicting or inconsistent provisions contained in the Original Offer.
- C. **Effect of Accepting This Counteroffer.** When this Counteroffer is signed by the Buyer and Seller and a copy of the same is delivered to both parties, a legally binding agreement shall be formed. Since the Original Offer (including all exhibits thereto) is incorporated by reference into this Counteroffer, only this Counteroffer needs to be signed to create a legally binding agreement between the parties.
- D. **Clean Copy of Agreement.** At any time prior to closing, either party if so requested by the other shall sign a conformed or "clean" copy of the Agreement combining the terms of Original Offer with the controlling and supplemental provisions of this Counteroffer into one (1) document.
- E. **Terms and Conditions.** The following terms and conditions of the Original Offer are modified as follows: *[The sections not filled in or marked N/A shall not be a part of this Counteroffer and shall remain the same as set forth in the original offer.]*

Purchase Price of Property to be Paid by Buyer: \$ _____	Seller's Monetary Contribution at Closing: \$ _____
Closing Date: _____	Seller Retains Possession of Property Through: _____
Holder of Earnest Money ("Holder"): _____	Closing Law Firm: _____
Earnest Money: Earnest Money shall be paid by <input type="checkbox"/> check <input type="checkbox"/> cash or <input type="checkbox"/> wire transfer of immediately available funds as follows: <input type="checkbox"/> 1. \$ _____ as of the Offer Date. <input type="checkbox"/> 2. \$ _____ within _____ days from the Binding Agreement Date. <input type="checkbox"/> 3. _____	
Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.	

F. **Other Modifications to the Original Offer:**

Additional pages  are or  are not attached.

**Time Limit of this Counteroffer:** This Counteroffer, which incorporates and controls over the Original Offer, shall expire at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the date of \_\_\_\_\_ unless prior to that time it is accepted in writing and notice (as that term is defined in the Original Offer) is delivered to the party who made the Counteroffer.

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

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

**Buyer Acceptance and Contact Information**

**Seller Acceptance and Contact Information**

**1 Buyer's Signature**

**1 Seller's Signature**

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

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

Buyer's Address for Receiving Notice \_\_\_\_\_

Seller's Address for Receiving Notice \_\_\_\_\_

( )  
Buyer's Phone Number:  Cell  Home  Work

( )  
Seller's Phone Number:  Cell  Home  Work

Buyer's E-mail Address \_\_\_\_\_

Seller's E-mail Address \_\_\_\_\_

**2 Buyer's Signature**

**2 Seller's Signature**

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

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

Buyer's Address for Receiving Notice \_\_\_\_\_

Seller's Address for Receiving Notice \_\_\_\_\_

( )  
Buyer's Phone Number:  Cell  Home  Work

( )  
Seller's Phone Number:  Cell  Home  Work

Buyer's E-mail Address \_\_\_\_\_

Seller's E-mail Address \_\_\_\_\_

Additional Signature Page  is  is not attached.

Additional Signature Page  is  is not attached.

**Selling Broker/Affiliated Licensee Contact Information**

**Listing Broker/Affiliated Licensee Contact Information**

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

Listing Broker Firm \_\_\_\_\_

Broker/Affiliated Licensee Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker/Affiliated Licensee Signature \_\_\_\_\_ Date \_\_\_\_\_

Print or Type Name \_\_\_\_\_ GA Real Estate License # \_\_\_\_\_

Print or Type Name \_\_\_\_\_ GA Real Estate License # \_\_\_\_\_

( )  
Licensee's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

( )  
Licensee's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Licensee's E-mail Address \_\_\_\_\_

Licensee's Email Address \_\_\_\_\_

REALTOR® Membership \_\_\_\_\_

REALTOR® Membership \_\_\_\_\_

Broker's Address \_\_\_\_\_

Broker's Address \_\_\_\_\_

( )  
Broker's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

( )  
Broker's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

MLS Office Code \_\_\_\_\_ Brokerage Firm License Number \_\_\_\_\_

MLS Office Code \_\_\_\_\_ Brokerage Firm License Number \_\_\_\_\_

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

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May 2017 Revision

New Name

**PAYMENT OF COMMUNITY ASSOCIATION FEES AND DISCLOSURE ("DISCLOSURE")**  
**EXHIBIT " \_\_\_\_\_ "**



2017 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 \_\_\_\_\_ ("Property").

**I. Directions for Filling Out This Disclosure.** Seller agrees to fill out this Disclosure accurately and completely to the best of Seller's knowledge, to promptly update this Disclosure if new information is learned by Seller which materially changes the answers herein, and to provide a revised copy of the same to Buyer.

**II. General Disclosures.** 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. AGE RESTRICTIONS.**

The Community in which the Property is located  is OR  is not age restricted?

If the Community is age restricted, occupancy is limited as follows:

- 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: \_\_\_\_\_

**III. Information Regarding Who Pays Different Fees at Closing to the Association or the Manager of the Association.**

**GENERAL.**

Owners living in a mandatory membership community association have to pay certain ongoing fees, charges and assessments (hereinafter collectively referred to as "Fees") to the community association. These can and do increase over time and on occasion there may be a special assessment. The risk of such increases is assumed by buyers living in these communities upon taking title to the Property.

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

- 1. **Account Statement or Clearance Letter:** Notwithstanding any other provision to the contrary contained herein, Seller agrees to pay the cost of any community association account statement or clearance letter including, but not limited to any amount, however characterized, required to be pre-paid in order to obtain such community association account statement or clearance letter because this expense is necessary for Seller to provide good and marketable title to the Property.
- 2. **Assessments and Special Assessments:** Seller agrees to pay all charges, fees, assessments and special assessments owing on the Property which are or come due on or before the date of closing so that the Property is sold free and clear of liens and monies owed to the Association. If a special assessment may be paid in installments without penalty over a period of time, those installments coming due before the date of Closing shall be paid by the Seller and those installments coming due after the Closing shall be paid by the Buyer.

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

- 1. **Transfer and Initiation Fees:** Other than the amounts to be paid by Seller above, Buyer agrees to pay all other charges, fees and assessments to the Association or the Association's management company including, but not limited to, any initiation fee, new member fee, transfer fee, new account set-up fee and fees to transfer keys, gate openers, fobs and other similar equipment.

**IV. Fees to be Paid to the Association.**

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

**A. ANNUAL ASSOCIATION ASSESSMENTS.**

- 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.

**B. 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 \$ \_\_\_\_\_.

**C. TRANSFER AND INITIATION FEES. [Select all which apply. The sections not checked shall not be a part of this Agreement.]**

Buyer will need to pay the following Fees at Closing or as part of moving into the community:

- Initiation Fee \$ \_\_\_\_\_
  - Transfer Fee \$ \_\_\_\_\_
  - New Account Fee \$ \_\_\_\_\_
  - Move-In Fee \$ \_\_\_\_\_
  - Fee to Transfer Common Area Keys, Gate Openers, Fobs, Etc. \$ \_\_\_\_\_; or
  - Other \_\_\_\_\_ \$ \_\_\_\_\_; or
- (Collectively, "Transfer and Initiation Fees").

If any of the Transfer and Initiation Fees set forth above increase from what is either: a) initially disclosed to Buyer above; or b) is subsequently disclosed in a notice given from Seller to Buyer not later than 3 days prior to the end of any Due Diligence Period or if any Transfer and Initiation Fees are not disclosed, then all such increases or undisclosed Transfer and Initiation Fees shall be paid by Seller.

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V. **Litigation.** There  is or  is not any threatened or existing litigation relating to alleged construction defects in the Community in which the community association is involved.

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

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

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

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# SELLER'S PROPERTY DISCLOSURE STATEMENT

## EXHIBIT " \_\_\_\_\_ "



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This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for the Property (known as or located at: \_\_\_\_\_, Georgia, \_\_\_\_\_). This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is." → reminder

**A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.**

In completing this Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements thereon;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions, unless the "yes" answer is self-evident;
- (4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

**B. HOW THIS STATEMENT SHOULD BE USED BY BUYER.** Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property recently, Seller's knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual knowledge and belief of all Sellers of the Property.

**C. SELLER DISCLOSURES.**

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? _____		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? _____		
(c) Is the Property or any portion thereof leased?		
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		

**EXPLANATION:**

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?		
(b) Is the Property part of a condominium or community in which there is a community association? <b>IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE STATEMENT," GAR Form F123.</b>		

**EXPLANATION:**

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufacture prior to 1978? <b>IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F54 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR B11 MUST BE PROVIDED TO THE BUYER.</b>		

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4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		
(b) Have any structural reinforcements or supports been added?		
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?		
(d) Has any work been done where a required building permit was not obtained?		
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		
(f) Have any notices alleging such violations been received?		
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		

EXPLANATION:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): _____ years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		
(b) Is any portion of the heating and cooling system in need of repair or replacement?		
(c) Does any dwelling or garage have aluminum wiring other than in the primary service line?		
(e) Are any fireplaces decorative only or in need of repair?		
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(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 there ever been a test the results of which indicate that the water is not safe to drink?		
(c) What is the sewer system: <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities?		
(e) Is the main dwelling served by a sewage pump?		
(f) Has any septic tank or cesspool on Property ever been professionally serviced?		
If yes, please give the date of last service: _____		
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		
(h) Is there presently any polybutylene plumbing, other than the primary service line?		
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: _____ years.		
(b) Has any part of the roof been repaired during Seller's ownership?		
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		
EXPLANATION:		

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage or damage therefrom?		
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		
(d) Has there ever been any flooding?		
(e) Are there any streams that do not flow year round or underground springs?		
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		
EXPLANATION:		

9. SOIL AND BOUNDARIES:	YES	NO
(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) Do any of the improvements encroach onto a neighboring property?		
EXPLANATION:		

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?		
(b) Is there 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: _____		
Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
★ Expiration Date _____      Renewal Date _____ ★		
(c) Is there a cost to transfer and/or maintain the bond, warranty or service contract?		
If yes, what is the cost? \$ _____		
EXPLANATION:		

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		

EXPLANATION:

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		
(e) <u>Is the Property subject to a threatened or pending condemnation action?</u>		
(f) How many insurance claims have been filed during Seller's ownership?		

EXPLANATION:

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		

EXPLANATION:

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) 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.

ADDITIONAL EXPLANATIONS (If needed):

Lined area for additional explanations.

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**D. FIXTURES CHECKLIST**

**Directions on HOW TO USE:** It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank **THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** All items remaining with Property shall include remotes and/or all accessories necessary for use. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator": is left blank, Seller may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. Seller shall remove all items left blank below prior to closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

**Appliances**

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

**Home Media**

- Amplifier
- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Speakers

- Speaker Wiring
- Switch Plate Covers
- Television (TV)
- TV Antenna
- TV Mounts/Brackets
- TV Wiring

**Interior Fixtures**

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

**Landscaping / Yard**

- Arbor
- Awning
- Basketball Post and Goal
- Birdhouses
- Boat Dock

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

**Recreation**

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

**Safety**

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

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

**Systems**

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

**Other** → Added

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

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

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

Additional Signature Page  is  is not attached.

1 Seller's Signature

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page  is  is not attached.

FOR TRAINING ONLY

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





AMENDMENT TO THE DUE DILIGENCE PERIOD

AMENDMENT # \_\_\_\_\_

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



2017 Printing

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

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

Now therefore, for and in consideration of the sum of Ten Dollars (\$10) and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Due Diligence Period shall be extended to expire at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the date of \_\_\_\_\_.

Added Time

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

1 Buyer's Signature

1 Seller's Signature

2 Buyer's Signature

2 Seller's Signature

Additional Signature Page  is  is not attached.

Additional Signature Page  is  is not attached.

Selling Brokerage Firm

Listing Brokerage Firm

Broker/Affiliated Licensee Signature

Broker/Affiliated Licensee Signature

REALTOR® Membership

REALTOR® Membership

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

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



AMENDMENT TO ADDRESS CONCERNS WITH  
PROPERTY AMENDMENT # \_\_\_\_\_

[TO BE USED ONLY IF CONTRACT IS SUBJECT TO A DUE DILIGENCE PERIOD]

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



2017 Printing

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

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

*moved this paragraph from bottom*  
In consideration of Seller agreeing to address certain concerns of Buyer with Property, all parties agree that if this Amendment is signed by Buyer and Seller and delivered to both parties, Buyer's Due Diligence Period (and the right to terminate the agreement set forth therein)  shall OR  shall not terminate.

Now therefore, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify and amend the Agreement to address the following concerns existing with the Property and for such other purposes as are set forth below:

[The following language is furnished by the parties and is particular to this transaction]

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Additional pages  are or  are not attached.

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

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

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

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

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

Additional Signature Page  is  is not attached.

Additional Signature Page  is  is not attached.

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

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

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

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

\_\_\_\_\_  
REALTOR® Membership

\_\_\_\_\_  
REALTOR® Membership

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

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

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

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



2017 Printing

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

Whereas, the Agreement provides that the Buyer may seek a change in the sales price of the Property if the opinion of value in the appraisal is less than the sales price;

Whereas, Buyer is now seeking such a change in Sales Price;

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

- 1. A copy of the appraisal  is  is not attached hereto to this Amendment and is incorporated herein by reference;
- 2. The sales price of the Property shall be \$ \_\_\_\_\_, and *- removed reference to appraisal value*
- 3. This Amendment shall remain open for acceptance until and through  the time period set forth in the Appraisal Contingency in the Agreement OR  o'clock \_\_\_\_\_ m. on the date of \_\_\_\_\_.

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

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

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

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

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

Additional Signature Page  is  is not attached.

Additional Signature Page  is  is not attached.

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

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

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

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

REALTOR® Membership \_\_\_\_\_

REALTOR® Membership \_\_\_\_\_

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

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

