

# 2022 SPECIAL STIPULATIONS



2022 Printing

\* - indicates cross-referenced title (title also appears under another category).

## CONTINGENCIES

- Bankruptcy Contingency\* See SS 502
- Boat Dock Permit Contingency\* See SS 612
- Building Permit, Ability to Acquire\* See SS 706
- Buyer Shall List Property with Broker Contingency\* See SS 616
- Court Permission to Sell Contingency\* See SS 624
- Divorce Contingency \* See SS 626
- Dwelling to be Constructed in Location Shown on Survey Contingency\* See SS 710
- Flood Zone Warranty Contingency\* See SS 306
- Lease of Property Contingency\* See SS 628
- Loan Assumption Contingency\* See SS 512
- Multi-Family Zoning Contingency\* See SS 714
- Permits Contingency\* See SS 716
- Rezoning Contingency\* See SS 726
- School District Verification Contingency\* See SS 636
- Seller's Property Disclosure Not Attached Contingency\* See SS 730
- Setback/Zoning Contingency\* See SS 734
- Survey Reveals Less Acreage, Buyer Contingency\* See SS 322
- Swap of Real Estate Property Contingency\* See SS 518
- Trade In of Buyer Property Contingency\* See SS 520

## AGENCY

### **SS 102 AGENT ACTING AS PRINCIPAL**

All parties acknowledge that \_\_\_\_\_ is a real estate licensee under the law of Georgia and is acting as a principal in this transaction.

### **SS 104 AGENT'S INTENT TO RESELL PROPERTY**

All parties acknowledge that Buyer/Agent is a real estate licensee under the laws of Georgia and is acting as a principal in this transaction. Seller acknowledges that in agreeing to the sales price of the Property set forth herein: (1) Seller has had the opportunity to seek an independent appraisal or other independent expert advice regarding the value of the Property; (2) Seller is not relying upon the advice of Buyer or other licensees in the real estate brokerage firm with which Buyer is affiliated, and; (3) Buyer may resell the Property now or in the future at a higher price.

### **SS 106 MATERIAL RELATIONSHIP DISCLOSURE**

All parties acknowledge that \_\_\_\_\_ is a real estate licensee under the law of Georgia, and has the following material relationship with [ ] the Buyer or [ ] the Seller of the Property; \_\_\_\_\_.

### **SS 108 NOTICE AUTHORIZED BY UNREPRESENTED PARTY**

Notwithstanding anything contained in this Agreement to the contrary, notice to \_\_\_\_\_ (insert name of party) shall be deemed to be valid notice to the [ ] Buyer / [ ] Seller for all purposes stated in the Notices provision of the Agreement.

### **SS 110 NO COMMISSION OWED BY THE BUYER** NEW - 5/1/22

Notwithstanding any provision to the contrary contained in this Agreement, Broker shall not look for Buyer to pay any portion of Broker's Commission pursuant to this Exclusive Buyer Brokerage Engagement Agreement.

## **AGRICULTURAL/LAND**

### **SS 202 AGRICULTURAL LEASE**

The Property is presently leased to \_\_\_\_\_ for agricultural cultivation until the date of \_\_\_\_\_. The rent  includes Farm Service Agency (FSA) **OR**  does not include FSA payments as a part of the rent. Any prepaid rent and/or FSA payments  will **OR**  will not be prorated at closing. Any rent and/or FSA payments due for the current crop year  will **OR**  will not be prorated at closing. A copy of the lease  is **OR**  is not attached.

### **SS 204 CONSERVATION RESERVE PAYMENTS (CRP)**

CRP Payments based on a Signup Date of \_\_\_\_\_ for \_\_\_\_\_ years for \_\_\_\_\_ species of pine trees or \_\_\_\_\_ vegetative cover will be paid as follows:

*[Select one. The boxes not checked shall not be a part of this Agreement.]*

- Payments made prior to closing will be prorated at closing between Buyer and Seller based upon the length of time each party owned the Property during the period covered by the payment.
- Payments due but not paid as of the closing will be prorated at the closing between Buyer and Seller based upon the length of time each party owned the Property during the period covered by the payment. At closing, Seller will be paid a prorated amount of any payment to which Buyer will be entitled to receive after the closing.
- Payments for the current period that are due but have not yet been paid as of the date of closing shall be payable to the Seller.
- Payments for the current period that are due but have not yet been paid as of the date of closing shall be payable to The Buyer.

Buyer and Seller will cooperate with and assist one another in ensuring that all payments are: (1) either paid to the party who is entitled to the payment if the payment is going entirely to one party or another in its entirety, or (2) is paid to the party who is responsible for paying the other party his or her share of the payment at the closing. This paragraph shall survive the closing.

### **SS 206 CONSERVATION USE TAX EXEMPTION**

This property was enrolled in the Conservation Use program on \_\_\_\_\_. Buyer will immediately upon closing make application for continuation of the existing contract. Should the Buyer elect to remove the Property from this program early, either intentionally or unintentionally, the Buyer will be responsible for any tax penalties and hold the Seller harmless from and against tax liabilities and penalties resulting from the removal of the Property from the program. The Buyer also assumes any responsibility for any breach of Preferential Tax and Homestead exemption.

### **SS 208 FARM EQUIPMENT**

Any farm equipment, materials, or supplies included in this transaction will be considered personal property and are listed on the Due Diligence Form, attached hereto.

### **SS 210 FARM SERVICE AGENCY (FSA) CROP BASES, ENTITLEMENTS, AND/OR ALLOTMENTS**

Farm Service Agency (FSA) crop bases, entitlements and/or allotments relating to the Property, or any portion thereof, will be handled as follows: *[Select one. The boxes not checked shall not be a part of this Agreement.]*

- Payments made prior to closing will be prorated at closing between Buyer and Seller based upon the length of time each party owned the Property during the period covered by the payment.
- Payments due but not paid as of the closing will be prorated at the closing between Buyer and Seller based upon the length of time each party owned the Property during the period covered by the payment. At closing, Seller will be paid a prorated amount of any payment to which Buyer will be entitled to after the closing.
- Payments made prior to closing or due after the closing have been and will continue to be paid to \_\_\_\_\_ the farm operator who is leasing a farm within the Property.
- Payments for the current period that are due but have not yet been paid as of the date of closing shall be payable to Seller.
- Payments for the current period that are due but have not yet been paid as of the date of closing shall be payable to the Buyer.

Buyer and Seller will cooperate with and assist one another in ensuring that all payments are: (1) either paid to the party who is entitled to the payment, if the payment is going entirely to one party or another in its entirety, or (2) is paid to the party who is responsible for paying the other party his or her share of the payment at the closing. This paragraph shall survive the closing.

### **SS 212 HUNTING RIGHTS**

The Property is presently leased to \_\_\_\_\_ for hunting rights until the date of \_\_\_\_\_. Prepaid payments  will **OR**  will not be prorated at closing. Payments due for the current year  will **OR**  will not be prorated at closing. A copy of the lease  is **OR**  is not attached.

### **SS 214 IRRIGATION SYSTEMS**

The Property has an irrigation system that will remain with the property. The list of components of the irrigation system(s), including the manufacturer(s), model(s), water source(s), permit(s), whether owned or leased (or having outstanding loans), is attached as Exhibit \_\_\_\_\_.

**SS 216 TIMBER LEASE**

The Property has an existing timber lease and a copy of the lease is attached as Exhibit "\_\_\_\_\_". Any prepaid lease payments will [ ] be **OR** [ ] not be prorated at closing. Any lease payments due will [ ] be **OR** [ ] not be prorated at closing.

**SS 218 TIMBER SALE AGREEMENT**

The Seller will retain ownership of [ ] all [ ] pine [ ] hardwood [ ] other (list attached) timber after closing and will have \_\_\_\_\_ days after closing to remove the timber. Any timber remaining on the Property after the \_\_\_\_\_ day period will become the property of the Buyer.

**SS 220 BUYER WARRANTS THAT USE OF LAND WILL QUALIFY FOR PREFERENTIAL TAX TREATMENT**

Buyer warrants that Buyer's use or ownership of the Property will qualify for continuation of the preferential tax treatment of the Property as agricultural property. If Buyer is found to no longer qualify for the same, Buyer shall indemnify and hold Seller harmless from and against all liability for rollback taxes. This warranty shall survive Closing.

**DUE DILIGENCE/INSPECTION****SS 302 AMENDMENT TO ADDRESS CONCERNS AS NOTICE TO TERMINATE**

In the event that a subsequent Amendment to Address Concerns with Property is not accepted by Seller and delivered back to Buyer prior to the end of the Buyer's Right to Terminate as set forth in the Due Diligence provision of the Agreement, said Amendment to Address Concerns with Property shall serve as notice of termination of this Agreement upon expiration of the Right to Terminate period as set forth herein.

**SS 304 DUE DILIGENCE LARGER PAYMENT\***

Notwithstanding any provisions to the contrary contained herein, the consideration for Seller granting Buyer the right to terminate as set forth in the Due Diligence provision, shall be the payment by Buyer to Seller of the sum of \$\_\_\_\_\_. This payment shall be made no later than within one day from the Binding Agreement Date. In the event the payment is not timely made, the Seller may, but shall not be obligated to terminate this Agreement upon notice to Buyer. Since this payment is consideration of Seller granting Buyer the right to terminate, this payment shall not be refundable to Buyer and shall not be applied to the purchase price of the Property.

**SS 306 FLOOD ZONE WARRANTY CONTINGENCY\***

To the best of Seller's knowledge no portion of Property is in the 100-year flood zone. If, prior to closing, it is determined that any portion of Property is in the 100-year flood zone, Buyer may terminate this Agreement without penalty upon notice to Seller.

**SS 308 KICKOUT PROVISION (DUE DILIGENCE)\***

Seller shall have the right to continue to offer Property for sale. In the event that Seller receives an acceptable offer to purchase the Property, Seller shall give Buyer notice of the same. Buyer shall then have \_\_\_\_\_ hours after receipt of the notice to deliver to Seller an Amendment to this Agreement, signed by Buyer, in which Buyer agrees to remove all contingencies in favor of Buyer, including any Due Diligence Period in the Agreement, and deposit with Holder additional earnest money of \$\_\_\_\_\_.

In the event Buyer does not deliver within the time period stated above: (1) the signed Amendment to Seller and (2) the additional earnest money (if any referenced above) to Holder, then this Agreement shall terminate and earnest money shall be refunded to Buyer.

In the event Buyer delivers the Amendment referenced above and the additional earnest money (if any) to Holder within the time period stated above, Seller shall execute the Amendment and deliver a copy of same to Buyer.

**SS 310 REPAIR OF DEFECTS NOT FOUND DUE TO SEASONAL ISSUES**

Buyer and Seller acknowledge and agree that the following item(s) in or on the Property cannot be properly inspected, due to seasonal weather or other conditions: \_\_\_\_\_. Seller warrants that said items are in good working order and repair as of the Binding Agreement Date. If, for a period of \_\_\_\_\_ days from the closing date of this Agreement, Buyer uses such items for the first time and finds that such items are not in good working order and repair, Seller shall be responsible, at Seller's sole expense, to repair and/or replace any defect(s) in said item(s) at that time. If Buyer does not use such item(s) for the first time within the period specified above, or if the defect(s) of which the Buyer complains were caused by the Buyer or his guests, agents or representatives, Seller's obligation to repair or replace defects in such items shall terminate. This provision shall survive the closing.

**SS 312 REPAIR OR REPLACE NAMED ITEMS AFTER CLOSING (SELLER'S OBLIGATION SURVIVES)\***

Seller warrants that the following item(s), which Buyer is unable to inspect, shall be in good working order and repair for a period of \_\_\_\_\_ days from the date of closing: \_\_\_\_\_. If any of the above-referenced items are found not to be in good working order and repair, and notice of the same is given to Seller during the warranty period, Seller shall immediately repair and/or replace said items at Seller's sole cost and expense, so that said items are in good working order and repair. This provision shall survive the closing.

**SS 314 REPAIRS BY SELLER AFTER LOAN APPROVAL (EXTEND CLOSING DATE)**

All parties acknowledge that Seller shall not be obligated to initiate any repairs to the Property prior to receipt by Seller of written loan approval from Buyer's lender. In the event said repairs cannot be completed before the closing date, Buyer or Seller, may, at its option, by notice to the other party, unilaterally extend this Agreement's closing date up to \_\_\_\_\_ calendar days from the closing date to allow for the completion of the repairs.

**SS 316 REPAIRS PAID BY SELLER, LIMIT ON COST\***

Seller shall not be obligated to pay more than \$ \_\_\_\_\_ for the following repairs and replacements: \_\_\_\_\_ . Buyer shall be obligated to pay any costs in excess of said amount. At or prior to closing, Seller shall provide Buyer with copies of paid invoices to verify that Seller has fulfilled its obligations hereunder.

**SS 317 REPAIRS MADE BY SELLER DURING THE TRANSACTION**

Seller will obtain any required permits and/or certificates for the completion of the repairs/construction as is made part of this Agreement and provide Buyer with applicable documentation.

**SS 318 SEPTIC SYSTEM CLEARANCE LETTER, ALLOCATION OF FEES**

Notwithstanding any provision to the contrary contained herein, \_\_\_\_\_ shall pay the fee associated with obtaining any Lender-required septic system clearance letter meeting the requirements of Lender. Such letter shall generally provide that a visual inspection of the septic system site has been conducted and shall provide the results of such visual inspection.

**SS 320 STRUCTURAL ENGINEER’S WRITTEN OPINION, SELLER TO PROVIDE**

Notwithstanding any provision to the contrary contained herein, for any agreed upon structural repairs, Seller shall provide Buyer at or prior to closing, with the written opinion of a licensed structural engineer. Said written opinion shall have the professional engineer's seal affixed thereto, which states that, in the professional engineer's opinion, the agreed structural repairs were performed in accordance with sound engineering standards and practices and in accordance with all applicable building code requirements.

**SS 322 SURVEY REVEALS LESS ACREAGE, BUYER CONTINGENCY\***

If, prior to closing, Buyer or Buyer’s mortgage lender obtains a survey of the Property prepared by a licensed Georgia surveyor which reveals that the Property is less than \_\_\_\_\_ acres in size, Buyer may terminate this Agreement without penalty upon notice to Seller. If Buyer fails to terminate this Agreement within \_\_\_\_\_ days of the receipt of a survey revealing that the Property has less acreage than referenced above, this right to terminate shall be deemed to have been waived.

**SS 324 TERMITE REPORT, IMPROVEMENTS NOT COVERED**

Notwithstanding any other provision in this Agreement to the contrary, the parties agree that Seller's obligations to provide Wood Infestation Reports shall not extend to the following detached improvements to the Property: \_\_\_\_\_

**SS 326 TERMITES, GUARANTY PROVIDED BY SELLER**

Not later than at the closing, Seller shall provide Buyer, at Seller's sole expense, with a termite guaranty against subterranean termite damage covering all dwellings and garages on the Property for a term of at least one (1) year from the date of closing. The guaranty shall be issued by a licensed Georgia pest control operator, shall be subject to the issuing company’s standard deductibles and conditions and shall cover all dwellings and garages on the Property for a term of at least one (1) year from the date of closing. The guaranty shall either: *[Select one. Any box not check shall not be a part of this Agreement.]*

- be limited to retreating the Property against subterranean termites; or
- cover both the retreatment and the repair of any damage to the Property caused from subterranean termite damage.

In addition, Seller shall provide Buyer, within three (3) days of the Binding Agreement Date, with a copy of any Georgia Wood Infestation Report which may have been obtained by Seller within 12 months of the Binding Agreement Date.

**SS 328 TERMITES, SELLER AGREES TO TREAT AND/OR REPAIR TERMITE DAMAGE**

In the event that, prior to the end of the Due Diligence Period, a licensed Georgia pest control operator hired by Buyer discovers infestation from termites or the other wood destroying organisms, as described in the Official Georgia Wood Infestation Report (“Report”), in any dwelling or garage located on the Property and Buyer provides the Report identifying the infestation to Seller during the Due Diligence Period, Seller agrees to do the following:

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

- Treat the infestation in accordance with the standards of the Georgia Department of Agriculture.
- Repair any and all damage caused from the infestation.

**SS 330 TERMITES, SELLER TO PROVIDE NEW REPORT TO BUYER**

Prior to \_\_\_\_\_, Seller shall provide Buyer with an Official Georgia Wood Infestation Report (“Report”) from a licensed Georgia pest control operator dated subsequent to the Binding Agreement Date which covers all dwellings and garages located on the Property. In the event the Report reveals any active infestation from termites or the other wood destroying organisms listed in the Report, Seller agrees to have the termite company issuing the Report treat the infestation in accordance with the standards set forth by the Georgia Department of Agriculture.

### **SS 331 UTILITIES, DUE DILIGENCE TO BEGIN**

Notwithstanding any provision to the contrary contained herein, the Due Diligence Period shall commence on the date that the Seller notifies the Buyer that the following utility services serving the Property have been turned on and billing accounts have been established (hereinafter collectively referred to as "Utility Activation"): [ ] water, [ ] public sewer, [ ] electric, [ ] gas.

In the event Utility Activation has not occurred within \_\_\_\_\_ days from the Binding Agreement Date, Buyer shall have the right, upon notice to Seller, to terminate this Agreement.

### **SS 332 WALK THROUGH LIST, ITEMS COMPLETED AFTER CLOSING\***

Notwithstanding anything contained herein to the contrary, Buyer and Seller agree that all items on the Walk Through List shall be completed by Seller in a good and workmanlike manner no later than \_\_\_\_\_ days after the closing. This stipulation shall survive the closing.

### **SS 334 SURVEY**

An existing survey of the Property provided by Seller is attached to this Agreement as an exhibit ("Seller's Survey"). Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor and obtained by Buyer prior to Closing is materially different from the Seller's Survey. If Buyer is terminating this Agreement because the new survey is materially different from Seller's Survey, Buyer shall provide Seller with a copy of the new survey either before or with the notice of termination. The term "materially different" shall not apply to any improvements or repairs constructed by Seller in their agreed upon locations subsequent to Binding Date Agreement. Matters revealed in any survey, including Seller's Survey may be raised by Buyer as title objections.

## **EARNEST MONEY/DEPOSITS/CONSIDERATION**

### **SS 402 ADDITIONAL EARNEST MONEY (See Form F501)**

Buyer agrees to pay Holder additional earnest money in the amount of \$ \_\_\_\_\_ on or before the date of \_\_\_\_\_, making a total earnest money deposit of \$ \_\_\_\_\_. In the event Buyer fails to pay the additional earnest money by said date, Seller may within seven (7) days of said date, terminate this Agreement due to the default of Buyer. If Seller fails to timely give notice of Seller's decision to terminate this Agreement, this right to terminate shall be deemed waived.

### **SS 404 CONSTRUCTION DEPOSIT(S) NON-REFUNDABLE**

Buyer shall pay to Seller a construction deposit(s) in the amount(s) and on such date(s) as are listed below:

Amount: \_\_\_\_\_ By (date): \_\_\_\_\_

Amount: \_\_\_\_\_ By (date): \_\_\_\_\_

Amount: \_\_\_\_\_ By (date): \_\_\_\_\_

These funds shall be deposited in Seller's general account and may be co-mingled with Seller's other funds. Buyer acknowledges that: (1) these funds are not being held by Broker; (2) Broker has no control whatsoever over these funds; (3) Broker makes no representations of Seller's financial condition and whether Seller has the financial strength to fulfill its obligations hereunder; and (4) the construction deposit could be at risk if Seller defaults on its obligations hereunder. If this Agreement is subject to a financing contingency and the financing contingency fails, the construction deposit shall be promptly refunded to Buyer. If this Agreement is not subject to a financing contingency, or upon this Agreement no longer being subject to a financing contingency, the construction deposit may immediately be used by Seller to pay for any cost related to the construction of the improvements contemplated under this Agreement. In the event Buyer fails to timely close upon the purchase of Property, for any reason other than the default of Seller, the construction deposit and any other funds paid by Buyer to Seller hereunder may be retained by Seller as liquidated damages, it being agreed that the precise amount of Seller's damages are difficult to ascertain and that this amount is a reasonable pre-estimate of Seller's damages and not a penalty.

### **DUE DILIGENCE LARGER PAYMENT\***

See SS 304

### **SS 406 EARNEST MONEY CONVERTED TO NON-REFUNDABLE DEPOSIT**

In the event Buyer does not terminate this Agreement under the Due Diligence Provision or under any other contingencies in favor of buyer, earnest money shall be paid to Seller, non-refundable, as consideration for Buyer exercising its rights under the Due Diligence provision.

### **SS 408 EARNEST MONEY HELD UNTIL SPECIFIC TIME**

All parties to this Agreement acknowledge that the earnest money being held by Holder will not be deposited into Holder's escrow account before the following date \_\_\_\_\_, and no later than five (5) banking days thereafter.

### **SS 410 EARNEST MONEY NON-REFUNDABLE**

See LIQUIDATED DAMAGES.

### **SS 412 LIQUIDATED DAMAGES**

Buyer and Seller acknowledge that it would be extremely impractical and difficult to ascertain the actual damages that would be suffered by Seller if Buyer fails or refuses to consummate the purchase of Property for any reason other than Seller's inability, failure or refusal to perform any of Seller's covenants herein or because Buyer never had an unconditional obligation to close the purchase and sale on the closing date as the result of one or more contingencies in the Agreement not being fulfilled as of the closing date. Buyer and Seller have considered carefully the loss to Seller as a consequence of the negotiation and execution of this Agreement; the personal expenses Seller incurred in connection with the preparation of this Agreement; Seller's performance hereunder; and the other damages, general and special, which Buyer and Seller realize and recognize that Seller would sustain, but Seller cannot calculate with absolute certainty. Based upon all those considerations, Buyer and Seller have agreed that the damage to Seller would reasonably be expected to be equal to the amount of the earnest money. Accordingly, if all conditions precedent to Buyer's obligation to consummate the purchase of Property have been waived by Buyer or have been satisfied, and if Seller has performed Seller's covenants hereunder, but Buyer fails or refuses to consummate the purchase of Property by the closing date, then Seller shall be entitled to retain the earnest money as full and complete liquidated damages for such default of Buyer. Such retention of the earnest money is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. § 13-6-7.

### **SS 414 ADDITIONAL OPTION MONEY**

Additional option monies paid to the Seller shall be applied to the Purchase Price at closing, subject to the approval of the lender, if any.

## **FINANCE**

### **SS 502 BANKRUPTCY CONTINGENCY\***

Buyer acknowledges that Seller has filed for bankruptcy in the Federal District Court. This Agreement is therefore contingent upon the bankruptcy court issuing a final judgment and decree authorizing the sale of the Property. In the event that a final judgment sale authorization is not granted by the date of \_\_\_\_\_, this Agreement may at Buyer's discretion be terminated by Buyer without penalty upon notice to Seller.

### **SS 504 ESCROW ACCOUNT TRANSFER (LOAN ASSUMPTION, CASH TO CONTROL)**

The escrow account for the existing loan and all sums therein shall be transferred from Seller to Buyer at closing at no additional cost to the Buyer, in lieu of proration of any applicable escrowed items. Should there be an escrow account deficit, Seller shall be responsible for the deficit at closing.

### **SS 506 EXCHANGE (BUYER UTILIZING SECTION 1031)**

In purchasing the Property, Buyer may elect to utilize an I.R.C. Section 1031 tax deferred exchange by trading Property with a qualified intermediary. In such event, Seller agrees to cooperate with and assist Buyer in connection with Buyer's like/kind exchange and execute an assignment of this Agreement to the qualified intermediary. Notwithstanding the above, Buyer shall pay additional expenses, if any, in connection with Buyer's exchange of Property. Moreover Buyer shall remain fully obligated to perform all obligations of the Buyer under the Agreement even after it has been assigned to a qualified intermediary.

### **SS 508 EXCHANGE (SELLER UTILIZING SECTION 1031)**

In selling the Property, Seller may elect to utilize an I.R.C. Section 1031 tax deferred exchange where the proceeds from the sale of the Property are used by a qualified intermediary to purchase like/kind property. In such event, Buyer agrees to cooperate with and assist Seller in connection with Seller's like/kind exchange and execute an assignment of this Agreement to the qualified intermediary. Notwithstanding the above, Seller shall pay additional expenses, if any, in connection with Seller's exchange of Property. Moreover, Seller shall remain fully obligated to perform all obligations of Seller under the Agreement even after it has been assigned to a qualified intermediary.

### **SS 510 INTEREST RATE FLUCTUATIONS PRIOR TO CLOSING**

Buyer and Seller acknowledge and agree that interest rates on first mortgage loans may fluctuate between the Binding Agreement Date and the date of closing. Accordingly, Buyer agrees that, notwithstanding any other provision to the contrary contained herein, a loan with an interest rate not more than two percentage points (2%) higher than that interest rate set forth in any finance provision herein, shall be acceptable to Buyer if Buyer has ability to obtain such a loan.

### **SS 512 LOAN ASSUMPTION CONTINGENCY\***

This Agreement is contingent upon Buyer's ability to assume and lender's approval of Buyer to assume the current loan(s) on the property.

### **SS 514 SELLER RETAINS LEASE-BACK**

This Property is being sold with the Seller retaining a lease on the Property. The Lease is attached as Exhibit "\_\_\_\_\_".

### **SS 518 SWAP OF REAL ESTATE PROPERTY CONTINGENCY\***

This Agreement is contingent upon the simultaneous closing of that certain other agreement for the purchase and sale of real property located at \_\_\_\_\_ (address) dated \_\_\_\_\_ by and between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer") a copy of which is attached hereto as Exhibit # \_\_\_\_\_ and incorporated herein by reference. The Purchase and Sale Agreement for the other property shall contain a similar contingency making it contingent upon the simultaneous closing of this Agreement.

**SS 520 TRADE-IN OF BUYER'S PROPERTY CONTINGENCY\***

This Agreement is contingent upon the Buyer and Seller reaching a mutually satisfactory trade-in agreement on the Buyer's current property located at: \_\_\_\_\_ on or before the date of \_\_\_\_\_. In the event a mutually satisfactory agreement is not reached within the time stated herein, this Agreement shall terminate.

**SS 522A NUMBER OF DAYS FROM BINDING AGREEMENT DATE TO APPLY FOR LOAN(S)**

Buyer shall have \_\_\_\_\_ days from the Binding Agreement Date to apply for the Loan(s) described in the Loan Exhibit and deliver to Seller a Loan Estimate and Notice of Intent to Proceed with Loan Application to a mortgage lender. If Buyer has agreed to apply for the Loan(s) with a mortgage lender or lenders identified in the Loan Exhibit, the Loan Estimate shall be from and the Notice of Intent to Proceed with Loan Application shall be to one or more of such mortgage lenders.

**SS 522B NUMBER OF DAYS FROM BINDING AGREEMENT DATE TO APPLY FOR LOAN(S)**

Buyer shall have \_\_\_\_\_ days from the Binding Agreement Date to apply for the Loan(s) described in the Loan Exhibit and deliver to Seller either: (a) a Loan Estimate from one or more mortgage lenders for such Loan(s); or (b) a letter or other written notification of loan application from one or more mortgage lenders confirming that Buyer has applied for such Loan(s). If Buyer has agreed to apply for the mortgage Loan(s) with a mortgage lender identified in the Loan Exhibit, the Loan Estimate, letter or written notification of loan application shall be from one or more of such mortgage lenders.

**SS 524 LENDER REQUIRED REPAIRS**

Any repairs required by lender are to be completed and paid for by \_\_\_\_\_ prior to Closing provided such repairs do not exceed \$ \_\_\_\_\_ in total costs. In the event the anticipated costs exceed the amount listed above, an itemized estimate shall be provided to all parties from third-party contractor(s), selected by Seller, of the total costs of repairs to be made to the Property.

Seller or Buyer shall have the option to pay the excess amount. If the parties do not agree in writing who shall pay the excess amount, then this Agreement shall terminate within three (3) days of written notice of itemized estimate.

**SS 526 FHA/VA DEVELOPMENT APPROVAL**

Notwithstanding any other provision to the contrary, if it is determined the Property is in a real estate development that is not FHA/VA approved, Buyer may terminate this Agreement upon Notice to Seller and receive a full refund of Buyer's earnest money.

**SS 528 CONTINGENCY FOR RECEIVING CONDOMINIUM QUESTIONNAIRE** NEW 5/1/22

If the Property is a condominium unit, and if the Buyer is obtaining a loan to purchase the Property, this Agreement shall be contingent upon the condominium in which the unit is located being eligible for financing and approved by Buyer's lender. If Buyer obtains written notice from Buyer's lender indicating that (1) it is declining Buyer's loan application because the condominium in which the unit is located is ineligible for financing or (2) Buyer's lender is unable to determine whether the condominium in which the unit is located is eligible for financing because the HOA or management company for the condominium has not provided sufficient information for the lender to make such a determination, then Buyer may terminate this Agreement by providing written notice to Seller, along with the notice from Buyer's lender, within \_\_\_\_\_ days from the Binding Agreement Date. If Buyer timely provides such notice, then Buyer shall be entitled to the return of their earnest money. If Buyer does not timely provide such notice, then the contingency contained in this paragraph shall be waived and of no further force or effect. This contingency is applicable irrespective of whether there is any loan, financing, or all cash, contingency exhibit attached hereto and shall survive the expiration, waiver, or satisfaction of the same.

**MISCELLANEOUS**

**SS 602 ACCESS TO PUBLIC ROAD**

Seller warrants that the Property either directly abuts a public road or that a private right of ingress and egress to the Property exists over following road or driveway: \_\_\_\_\_. Seller further warrants that any such private right runs with the title to the Property in perpetuity and benefits the owner thereof.

**SS 604 AMENITY PACKAGE RELEASE**

In the event the Property is or will be served by a recreational amenity package, Buyer acknowledges and represents that he has investigated the ownership, availability, nature, size and quality of such amenity package and has not relied upon any representations of Broker or Broker's affiliated licensees with respect to the same. Buyer covenants not to sue Broker or any of Broker's affiliated licensees with respect to the same.

**SS 606 APPRAISAL DETERMINES PRICE/RIGHT OF PARTIES TO TERMINATE**

The Purchase Price of the Property shall be determined by an appraisal of the Property prepared by \_\_\_\_\_, a licensed, certified Georgia real estate appraiser, no later than \_\_\_\_\_ days from the Binding Agreement Date. The appraisal shall be jointly arranged by the Buyer and Seller and the parties agree to instruct the appraiser to immediately provide a copy of the appraisal to both parties upon its completion. Buyer and Seller shall each pay the following percentage of the costs of the appraisal: Buyer \_\_\_\_\_ percent (%), Seller \_\_\_\_\_ percent (%). If the Property appraises for more than \$ \_\_\_\_\_, then not later than \_\_\_\_\_ days from Buyer's receipt of the appraisal, Buyer may terminate this Agreement by written notice to Seller and all earnest money shall be promptly refunded to Buyer. If Buyer fails to exercise this termination right, it shall be deemed waived. If the Property appraises for less than \$ \_\_\_\_\_, then not later than \_\_\_\_\_ days from Seller's receipt of the appraisal, Seller may terminate this Agreement by written notice. If Seller fails to exercise this termination right, it shall be deemed waived.

**SS 608 ASSESSMENTS OR LIENS**

The parties hereto are aware that there is a \_\_\_\_\_ assessment or lien against the Property in the amount of \$ \_\_\_\_\_. Said assessment or lien shall be paid by \_\_\_\_\_ at the closing of this sale.

**SS 610 ASSIGNMENT**

Except where Seller is either providing owner financing to Buyer to purchase the Property or Buyer is assuming an existing loan on the Property for which Seller remains liable, this Agreement may be assigned by Buyer. In such event, Assignee and Buyer shall remain jointly and severally obligated to perform the terms and conditions of the Agreement.

**SS 611 SELLER CONSENTS TO ASSIGNMENT OF PURCHASE AND SALE AGREEMENT**

Seller consents to Buyer assigning this Agreement to another buyer ("Assignee") and having Assignee become the buyer thereunder.

**SS 612 BOAT DOCK PERMIT CONTINGENCY\***

This Agreement is contingent upon Seller obtaining any permits or approvals necessary for boat dock or other improvements on property requiring approval of the (i.e. US Army Corps of Engineers, etc.) and delivering proof of permit or approvals to Buyer no later than \_\_\_\_\_. In the event said permits or approvals are not provided to Buyer by said date, Buyer may terminate this agreement by providing notice to Seller.

**SS 614 BUSINESS DAYS DEFINED**

Notwithstanding anything contained to the contrary herein, "business" days for purposes of this Agreement shall mean all weekdays except Saturday, Sunday and federal holidays.

**SS 616 BUYER SHALL LIST PROPERTY WITH BROKER CONTINGENCY\***

Seller and Buyer agree that Buyer shall enter into an exclusive listing agreement with a licensed real estate broker in the state where property is located to sell Buyer's property located at the following address: \_\_\_\_\_ for a term of at least \_\_\_\_\_ days at a price not to exceed \$ \_\_\_\_\_. In the event Buyer defaults under this provision, Seller may, at its option, terminate this Agreement and retain all Earnest Money as liquidated damages.

**SS 618 CLOSING DATE EXTENSION**

The Buyer may extend the date of closing for up to \_\_\_\_\_ days upon notice to Seller and by paying Seller additional consideration of \$ \_\_\_\_\_. The additional consideration [ ] shall OR [ ] shall not be applied towards the purchase price at closing, if Buyer closes upon the purchase of the Property.

**SS 620 COMMISSION**

At closing, Seller agrees to pay Broker listed below a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of the purchase price. In the event this sale is made in cooperation with another broker listed below as the Selling Broker, the Listing broker shall receive \_\_\_\_\_ percent (%) of the total real estate commission paid hereunder and the Selling Broker shall receive \_\_\_\_\_ percent (%) of the total real estate commission paid hereunder.

**SS 621 COMMUNITY ASSOCIATION NOT REQUIRED**

Seller warrants that by virtue of owning the Property, Buyer will not be required to be a mandatory member of a community association.

**SS 622 CONFORMED COPY OF AGREEMENT**

Buyer and Seller acknowledge that the above Agreement is a conformed copy of an Agreement between the parties dated \_\_\_\_\_. In the event of any conflict between this conformed Agreement and the original thereof, all parties agree that the original Agreement shall control.

**SS 624 COURT PERMISSION TO SELL CONTINGENCY\***

Seller's obligations under this Agreement are contingent upon approval or order of the appropriate court having jurisdiction over the sale of the Property on or before the date of \_\_\_\_\_. In the event said court approval or order is not received by said date, Buyer may terminate this Agreement without penalty upon notice to Seller.



**SS 625 DIGITAL SIGNATURES**

If any party uses electronic or digital signatures for this document or its addenda, the date (& time, if available) noticed by the electronic or digital signing system is agreed by all parties to represent the date (& time, if possible) of the signer's signature.

**SS 626 DIVORCE CONTINGENCY\***

Buyer acknowledges that Property is owned by Seller who is presently married but has filed for divorce. This Agreement is therefore made contingent upon either of the following events occurring prior to the closing: (1) all parties who have a legal or equitable interest in property (excluding any mortgage lender whose interest in Property is to secure the repayment of a loan which will be paid off as part of the sale of Property) entering into a full and final written agreement regarding the disposition of Property, or (2) a final judgment and decree being issued by the court having jurisdiction over the divorce action authorizing the sale of Property.

**SS 627 EXPIRATION OF TIME DEADLINES**

All time deadlines set forth herein shall expire at \_\_\_\_\_  a.m. OR  p.m. on the day of the deadline.

**KICKOUT PROVISION (DUE DILIGENCE)\***

See SS 308

**SS 628 LEASE OF PROPERTY CONTINGENCY\***

This Agreement is contingent upon Buyer leasing the property located at \_\_\_\_\_ on or before the date of \_\_\_\_\_ for a term of \_\_\_\_\_ and with a minimum monthly rental of \$ \_\_\_\_\_. In the event the property is not leased by the date stated above, Buyer may terminate this Agreement without penalty upon notice to Seller.

**SS 630 MANUFACTURED AND MOBILE HOME BILL OF SALE**

Seller warrants that all of the following [ ] have OR [ ] have not occurred:

A Certificate of Permanent Location has been filed with the clerk of superior court of the county in which the mobile home on the Property is located, a certified copy thereof has been properly filed with the commission of motor vehicle safety, the certificate of title on the mobile home has been surrendered and the mobile home has for all legal purposes become a part of the real property on which it is located.

If Seller is not making the above warranty, which warranty shall survive the closing, Seller agrees to sell, transfer and convey Property by General Warranty Deed, together with an improvement and immovable fixture permanently attached thereto, a [make] [model] manufactured home, Serial No. \_\_\_\_\_, Vehicle Identification No. \_\_\_\_\_ free and clear of all liens, encumbrances and security interests other than those permitted or identified elsewhere in this Agreement.

**SS 632 MULTIPLE COUNTER OFFERS (USE ON COUNTER OFFER FORM)**

This Counteroffer is being made to more than one prospective buyer. Notwithstanding any other provision to the contrary contained elsewhere in this Counteroffer or in the original Offer, acceptance of this Counteroffer will not create an enforceable contract between the Buyer and Seller herein unless it is accepted and delivered back to the Seller prior to the following: (1) the time limit of the Counteroffer, and (2) prior to the acceptance and delivery back to Seller of this Counteroffer by any of the other prospective buyers to whom this Counteroffer has been made.

This Counteroffer may only be accepted in writing delivered to Seller's Listing Broker by facsimile at the following number: \_\_\_\_\_. Notice to Seller's Listing Broker shall be deemed to be notice to Seller. Listing Broker shall maintain a list of the prospective buyers and determine which prospective buyer, if any, is the first to accept and deliver back to Seller this Counteroffer. All parties agree that the determination of the Listing Broker in this regard shall be final and binding upon Seller and all prospective buyers. Upon the receipt by the Listing Broker of the first acceptance of this Counteroffer meeting the terms and conditions specified above, the Listing Broker shall promptly notify said buyer that a Binding Agreement has been formed between said Buyer and Seller. The Listing Broker shall also promptly notify the other prospective buyers that a binding agreement has been formed with another party.

**SS 633 OPTION PAYMENT APPLIED TOWARDS PURCHASE PRICE**

In the event Buyer exercises Buyer's Option to purchase the Property \$ \_\_\_\_\_ of the Option Payment shall be applied towards the purchase price of the Property at closing.

**SS 634 RENT PRORATION**

All prepaid rents on said Property shall be prorated as of the date of the closing of the Property. Any unpaid rents owing as of the date of closing shall be prorated as of the date of closing but not paid by Buyer to Seller unless the same are actually collected (less any costs of collection). Seller represents that the monthly rentals received on said Property are \$ \_\_\_\_\_ per month, and that there will be no expenses chargeable to Buyer at the time of closing except Buyer's pro rata share of the taxes on said Property. Seller shall transfer to Buyer all security and damage deposits, if any, which have been paid to Seller by any of the tenants along with an accounting of the same. Buyer shall enter into an agreement to hold Seller harmless against such transfer of security or damage deposits. At the closing of the sale, Seller shall execute an affidavit which will verify the number of leases and tenancies then outstanding on the Property, the prepaid rent as to each, and the amount of security deposits as to each. This provision shall survive the closing.

**SS 635 RENT APPLIED TOWARDS PURCHASE PRICE**

Seller and Buyer agree that if Buyer timely exercises Buyer's Option to purchase the Property and closes on the Property in accordance with the terms of this Agreement \$ \_\_\_\_\_ of rent paid each month by Buyer to Seller up to a maximum of \$ \_\_\_\_\_ shall be applied at the closing toward the price of the Property. In the event Buyer does not purchase the Property, no portion of the monthly rent shall be refunded to Buyer or credited against any amount owing from Buyer to Seller.

**SS 636 SCHOOL DISTRICT VERIFICATION CONTINGENCY\***

Notwithstanding any other provision in this Agreement to the contrary, if Buyer determines that Property is in a school district other than \_\_\_\_\_ Elementary School, \_\_\_\_\_ Middle School, and \_\_\_\_\_ High School, Buyer shall have the right to terminate this Agreement without penalty upon written notice to Seller within \_\_\_\_\_ days from the Binding Agreement Date.

**SS 638 SELECTION OF CLOSING ATTORNEY**

In this transaction, the closing attorney shall be selected by the \_\_\_\_\_.

**SS 639 STIGMATIZED PROPERTY**

To the best of Seller's knowledge, the property has not been the site of a death of a person by any cause.

**SS 640 TAX ID AS DESCRIPTION**

If, after a diligent search by the Seller, there is no acceptable legal description available; the County Tax Identification Number is recognized by all parties to be sufficient for this Agreement. The Tax ID Number is \_\_\_\_\_.

**UNFULFILLED CONDITIONS DISCOVERED AT CLOSING\***

See SS 738

**WALK THROUGH LIST, ITEMS COMPLETED AFTER CLOSING\***

See SS 332

**PROPERTY CONDITION**

**SS 702 ACCESS TO PROPERTY, BUYER**

Notwithstanding any other provision in this Agreement to the contrary, Buyer and Buyer's representatives shall enter the Property for the purpose of inspecting, examining, testing, and surveying as follows: \_\_\_\_\_.

**SS 704 APPLIANCES AND SYSTEMS IN GOOD WORKING ORDER**

Seller warrants that all appliances remaining with the Property and all portions of the heating and air conditioning, plumbing, irrigation, if any, and electrical systems will be in good working order and repair as of the date of closing.

**SS 706 BUILDING PERMIT, ABILITY TO ACQUIRE CONTINGENCY\***

This Agreement is contingent upon Buyer's ability to acquire all required approvals, licenses and permits from the appropriate governmental authority or authorities to build on Property. At Buyer's sole expense, within \_\_\_\_\_ days from the Binding Agreement Date, Buyer agrees to diligently and in good faith pursue obtaining such approvals, licenses and permits. If Buyer is unable to acquire all such required approvals, licenses and permits and notifies Seller of the same within the time referenced above, this Agreement shall terminate without penalty to the Buyer. If Buyer fails to timely provide said notice, this contingency shall be deemed to have been waived by Buyer.

**SS 708 CARPET TO BE PROFESSIONALLY CLEANED**

Seller shall have all carpeted areas cleaned by a professional within three (3) days prior to closing. Seller shall provide the paid invoice for said cleaning to Buyer at closing.

**SS 710 DWELLING TO BE CONSTRUCTED IN LOCATION SHOWN ON SURVEY CONTINGENCY\***

Seller and Buyer agree that the footprint of the dwelling shall be constructed within the area identified on the survey attached hereto as Exhibit "\_\_\_\_". No material changes in the location of the dwelling shall be permitted without the written consent of Buyer. Buyer may terminate this Agreement without penalty upon notice to Seller if Seller cannot construct the dwelling at the location identified in Exhibit \_\_\_\_\_.

**FLOOD ZONE WARRANTY CONTINGENCY\***

See SS 306

**SS 712 HOME WARRANTY (BUYER'S PROTECTION PLAN)**

At closing, the Seller agrees to provide a Buyer's Protection Plan Home Warranty issued by \_\_\_\_\_ at a cost to the Seller not to exceed \$ \_\_\_\_\_. The term of the Home Warranty shall be for at least one year from the date of closing.

**SS 714 MULTI FAMILY ZONING CONTINGENCY\***

This Agreement is contingent upon Seller providing documentation from the appropriate zoning authority stating that the Property is presently zoned for multifamily use. Seller shall have \_\_\_\_\_ days from Binding Agreement date to present said letter to Buyer. Should the Seller not present the letter within the above-stated time period, Buyer shall have the right to terminate this Agreement without penalty upon notice to Seller. If Buyer does not terminate this Agreement within two (2) days from the date that Seller was to provide the above-referenced letter to Buyer, this contingency is deemed waived.

**SS 716 PERMITS CONTINGENCY\***

This Agreement is contingent upon Buyer obtaining required permits, approvals, or covenants & restrictions from the applicable regulatory bodies. If such permits, approval, or covenants and restrictions do not allow the current or intended use of Property as described herein: \_\_\_\_\_, Buyer may terminate this Agreement by notice to the Seller no later than \_\_\_\_\_. If Buyer does not provide timely notice to Seller, this contingency is deemed waived.

**SS 718 PLUMBING FIXTURES, REQUIRED COMPLIANCE**

Seller, at Seller's expense, shall make necessary repairs and/or replacements to cause plumbing fixtures which are not currently in compliance with current \_\_\_\_\_ standards, to meet said standards.

**SS 720 PROPERTY DELIVERY CONDITION**

Seller shall deliver Property clean and free of debris at time of possession. Seller agrees that, as of the date of the transfer of possession of the Property, the Property shall have been thoroughly cleaned with all trash and debris having been removed from the Property, all tiled and hardwood floors having been swept and damp mopped, all carpets having been vacuumed, all cabinets, countertops, ledges, sills, ceiling fans and doors and door frames having been wiped down with a moist rag and cleaner, all appliances having been scrubbed free of dirt, grease and grime, all bathroom sinks, commodes and bathtubs having been scrubbed and cleaned with a bathroom cleaner and disinfected and all cobwebs and dust having been removed from around corners of the house and light fixtures. Seller shall not leave any personal property of Seller in the Property other than what is in this Agreement. This provision shall specifically survive closing.

**SS 722 PROPERTY SOLD WITH NAMED DEFECTS**

Notwithstanding any other provision in this Agreement to the contrary, Buyer and Seller acknowledge that the agreed-upon purchase price of the Property contemplates that the Property contains the following defects \_\_\_\_\_; Buyer agrees to accept these defects in the Property "as is" and will not request that the defects be repaired or replaced in any amendment submitted on the Property.

**SS 724 REMOVAL OF FIXTURES WITH REPAIRS**

Prior to closing, Seller shall have the right to remove from the Property the following fixtures:

\_\_\_\_\_

The Seller shall repair any damage caused by such removal prior to closing.

**REPAIR/REPLACE NAMED ITEMS AFTER CLOSING (SELLER'S OBLIGATION SURVIVES)\***

See SS 312

**REPAIRS PAID BY SELLER, LIMIT ON COST\***

See SS 316

**SS 726 REZONING CONTINGENCY\***

Buyer understands and agrees that Property is currently zoned \_\_\_\_\_. The Buyer's obligation to purchase the Property is conditioned upon the Property being rezoned to \_\_\_\_\_ subject to the conditions, if any, listed below:

\_\_\_\_\_ by the appropriate \_\_\_\_\_ (City/County) authorities by the date of \_\_\_\_\_.

\_\_\_\_\_ (Buyer/Seller) shall diligently apply for and pursue the rezoning of the Property and pay for all costs associated therewith. In the event that final rezoning is not obtained by the date referenced above, the Buyer shall have the right (but not the obligation) to terminate this Agreement without penalty. All rezoning applications shall be approved in advance of filing by Seller as to their conformance with this paragraph. All parties agree to cooperate with one another to obtain the above-referenced rezoning and in keeping therewith, shall sign all necessary documentation related to the rezoning and generally support the same. For all purposes herein, the term "final rezoning" shall mean thirty (30) days from the date the final governmental action is taken to approve the rezoning, with no legal challenges or appeals to the rezoning having been filed during that time period.

**SS 728 RIGHTS WARRANTED BY SELLER**

Seller warrants that title to the Property includes the fee simple ownership to all timber, minerals and water located on the Property. No rights to timber, minerals and water located on the Property are subject to any lease nor have any such rights been severed from the Property.

**SS 730 SELLER'S PROPERTY DISCLOSURE NOT ATTACHED CONTINGENCY\***

The Seller's Property Disclosure Statement is not attached hereto. Seller shall have \_\_\_\_\_ days from the Binding Agreement Date to provide Buyer with an accurate and complete current GAR Seller's Property Disclosure Statement. In the event that Seller fails to timely provide the Statement, Buyer may terminate this Agreement within \_\_\_\_\_ days from the Binding Agreement Date by providing written notice to Seller. Notwithstanding anything to the contrary contained herein, in consideration for the sum of Ten Dollars (\$10) paid directly by the Buyer to the Seller, the receipt and sufficiency of which is hereby acknowledged by Seller (and which shall not be considered earnest money and shall not be refundable), the Seller agrees, that should the Buyer determine that for any reason the Property is unacceptable to Buyer, within \_\_\_\_\_ days of Buyer's receipt of the Seller's Disclosure Statement, Buyer may terminate this Agreement.

**SS 732 SELLER'S PROPERTY DISCLOSURE NOT PROVIDED**

Notwithstanding any provisions contained herein to the contrary, the Seller shall have no obligation to provide, nor will the Buyer receive from the Seller, a Seller's Property Disclosure.

**SS 734 SETBACK/ZONING CONTINGENCY\***

Seller warrants that there are no existing violations of zoning or subdivision laws or regulations applicable to the Property. In the event any such violations are discovered and Seller cannot cure the violation(s) prior to the date of closing, Buyer may terminate this Agreement without penalty, by giving notice to Seller.

**SS 736 SURVEY CONTINGENCY (BUYER MAY TERMINATE)**

For the additional consideration of Ten Dollars (\$10) and other good and valuable consideration, paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Buyer shall have the right and responsibility to procure a survey of the property to determine if property is acceptable to Buyer and notify Seller no later than \_\_\_\_\_, if Buyer elects to terminate under this provision.

**SS 738 UNFULFILLED CONDITIONS AT CLOSING\***

Buyer and Seller agree that  Buyer OR  Seller did not complete the following prior to closing: \_\_\_\_\_ . For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that the items referenced above shall be completed by  Buyer OR  Seller within \_\_\_\_\_ days after the closing. It is the intent of the parties that this provision shall constitute an Amendment to the Agreement and survive the closing.

**SS 740 WATER SOURCES**

The agricultural water sources serving the Property include  water that is impounded,  well(s) OR  stream(s). These sources  do OR  do not have existing permits. There  are OR  are not any unused permits. A copy of any permits available will be furnished by Seller, with any other requested due diligence materials. A schedule of any underground pipe for agricultural use will be furnished by Seller with any other requested due diligence materials.

**SS 742 WELL CLEARANCE LETTER, ALLOCATION OF FEES**

Notwithstanding any other provision to the contrary contained herein, \_\_\_\_\_ shall pay the fee associated with obtaining any well clearance letter required by lender. Such letter shall generally provide that the necessary bacteriological and/or organic tests of the well have been conducted and shall provide the results of such tests.