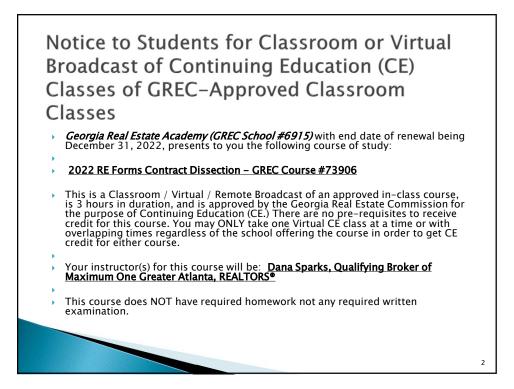
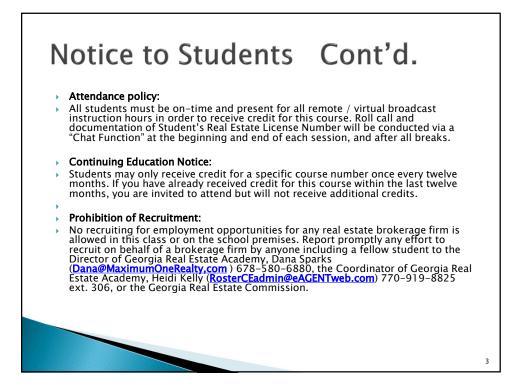


Instructor: Dana Sparks Qualifying Broker, Maximum One Greater Atlanta Realtors Dana@MaximumOneRealty.com

- Handouts available for Download:
- <u>www.eAGENTweb.com</u>
- Click "Training Videos"
- Find this class & download Handouts

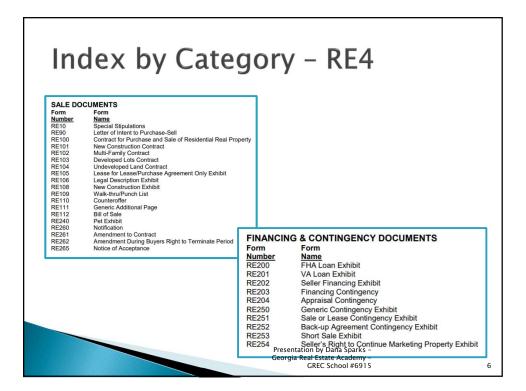
CE Credit Offered Through: Georgia Real Estate Academy GREC School #6915



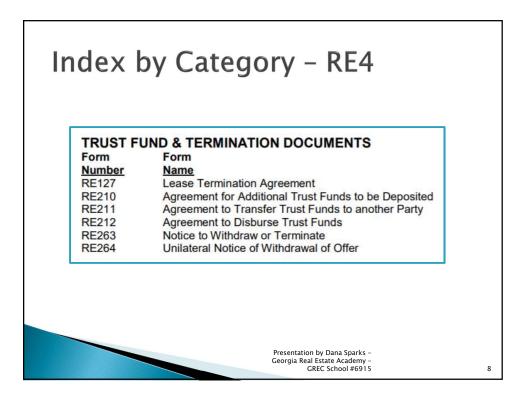




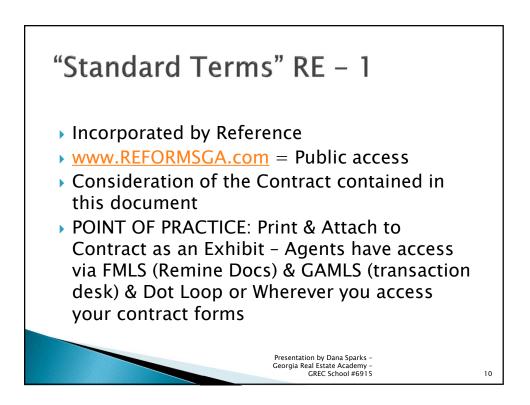
Forms at a Glance:	ory – RE4	
AGENCY DOCUMENTS Form Form Mumber Name RE150 Exclusive Buyer Brokerage Agreement RE151 Exclusive Right to Sell Listing Agreement Exhibit A RE153 Exclusive Lease Procurement Listing Agreement Exhibit A RE153 Exclusive Lease Procurement Listing Agreement Exhibit A RE154 Lease Management Listing Agreement Exhibit A RE155 Exclusive Tenant Brokerage Agreement RE166 Broker Agreement to Pay Referral Commission RE153 Seller Authorization to Show Property Without Listing RE159 Acknowledgment of Customer RE160 Non-Exclusive Tenant Brokerage Agreement RE153 Seller Authorization to Show Property Without Listing RE150 Non-Exclusive Tenant Brokerage Agreement RE160 Non-Exclusive Buyer Brokerage Agreement RE161 Non-Exclusive Buyer Brokerage Agreement	DISCLOSURE DOCUMENTS Form Form Number Name RE130 Seller's Property Condition Disclosure Statement RE131 New Construction Disclosure Statement RE132 Developed Lots Disclosure Statement RE133 Developed Lots Disclosure Statement RE134 Undeveloped Land Disclosure Statement RE135 Landlord's Disclosure Statement RE136 Community Association Exhibit RE140 Disclosure of Information on Lead-Based Paint RE141 EPA's <u>A Brief Guide to Mold, Molsture, and Your Home</u> RE142 EPA's <u>A Critizen's Guide to Radon</u> RE144 EPA's <u>A Critizen's Guide to Radon</u> RE145 Home Builing- The Process RE146 Home Builing- The Process RE147 Renting Property- The Process RE147 Renting Droperts	
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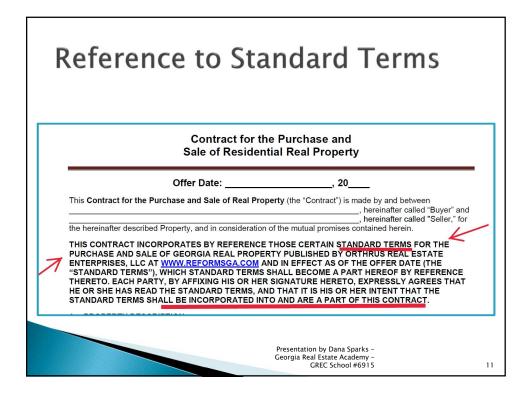


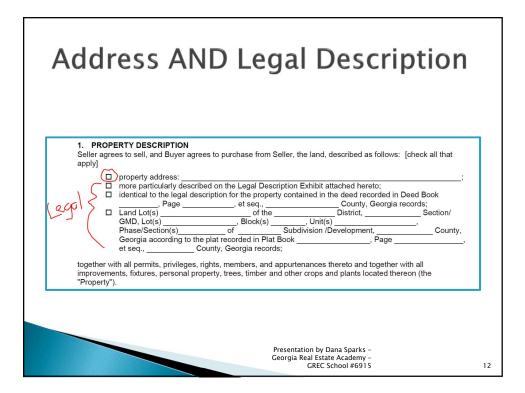
Inde	-	Category – RE4	
	Form Number RE10 RE50 RE51 RE112 RE115 RE145 RE145 RE146 RE147 RE210 RE211 RE212 RE215	NEOUS DOCUMENTS Form Name Special Stipulations Confidentiality Agreement Release of Media Bill of Sale Commission Acknowledgement Home Selling- The Process Home Buying- The Process Renting Property- The Process Agreement for Additional Trust Funds to be Deposited Agreement to Transfer Trust Funds to another Party Agreement to Disburse Trust Funds to another Party Agreement to Disburse Trust Funds	
	RE240 RE255 RE256 RE257 RE258 RE260 RE261 RE262 RE500	Pet Exhibit Occupancy Agreement for Seller After Closing Occupancy Agreement for Buyer Prior to Closing Escalation Clause Exhibit Escalation Notice Notification Amendment to Contract Amendment During Buyers Right to Terminate Period Independent Contractor Agreement Presentation by Dana Sparks - Georgia Real Estate Academy - GREC School #6915	7

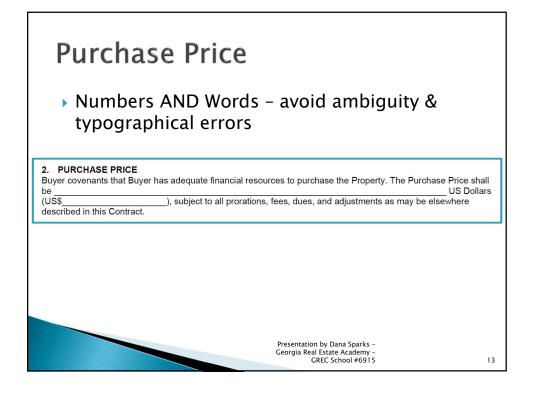


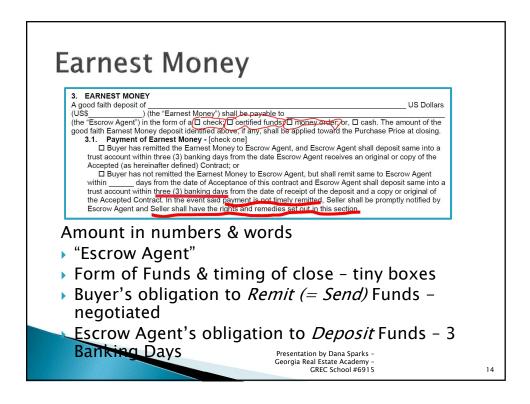


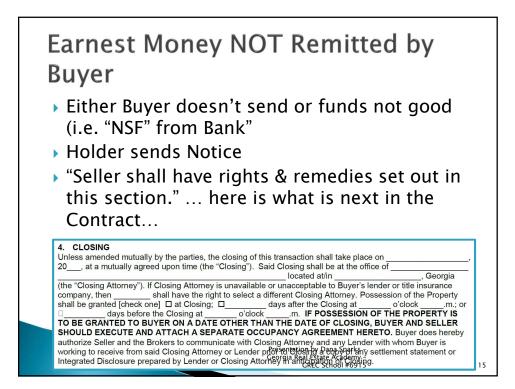


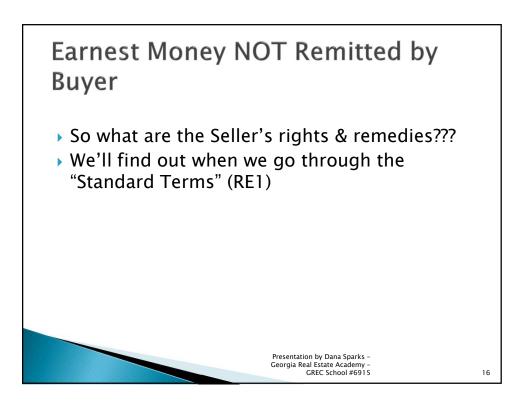


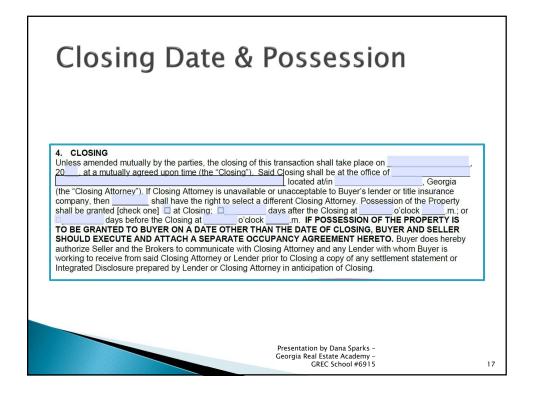




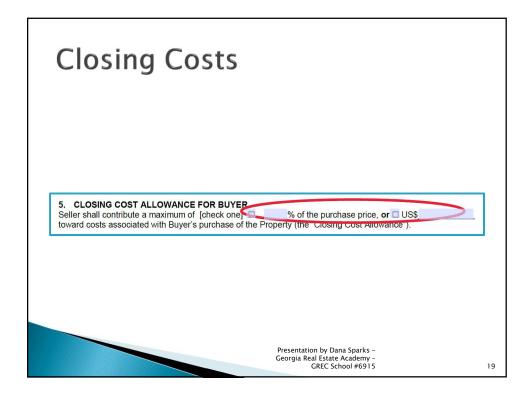


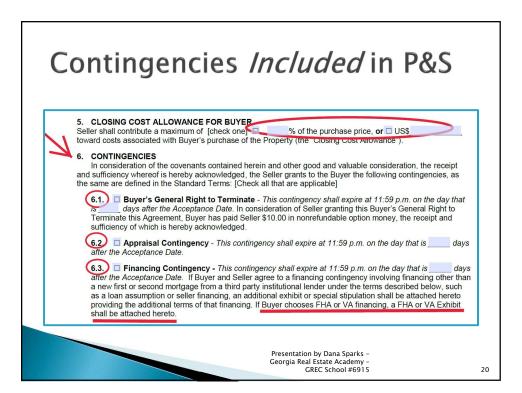


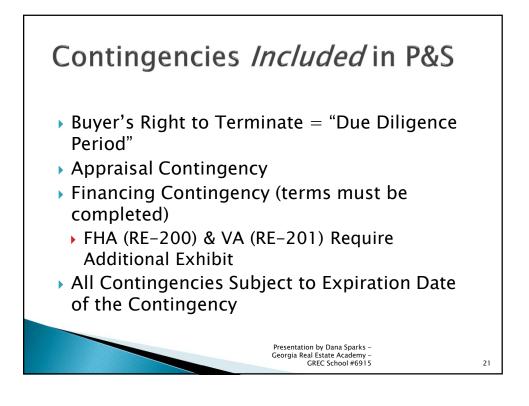


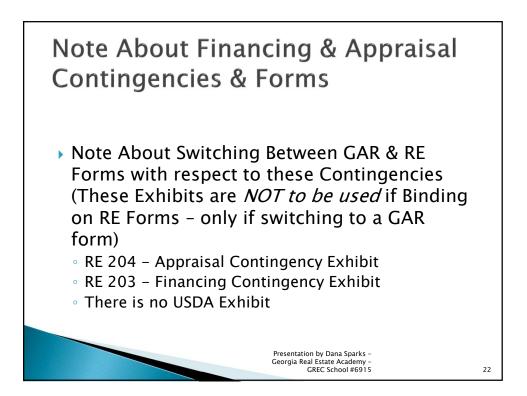




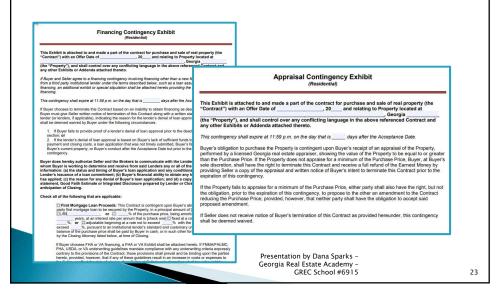


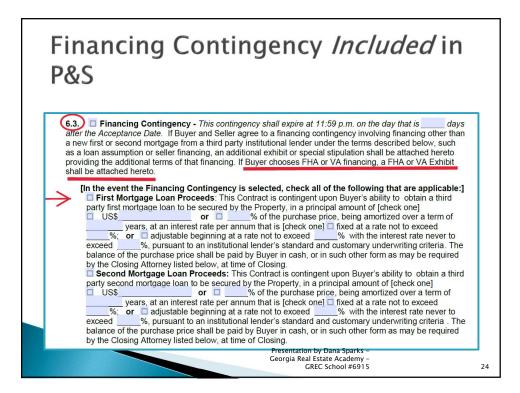


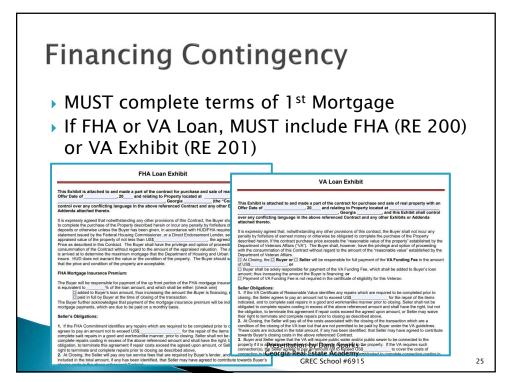


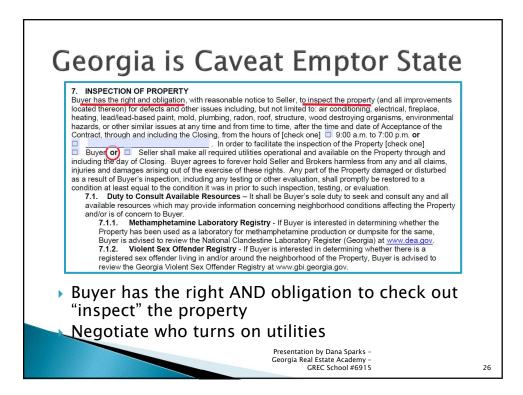


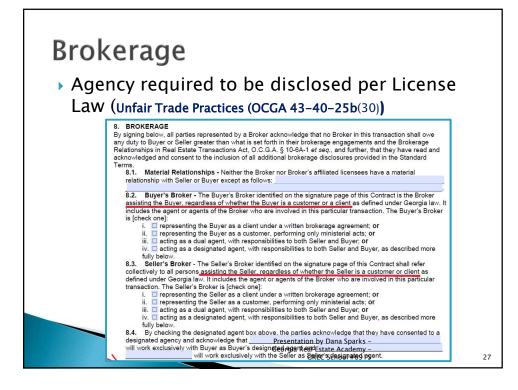
RE 203 – Financing Exhibit & RE 204 – Appraisal Exhibit

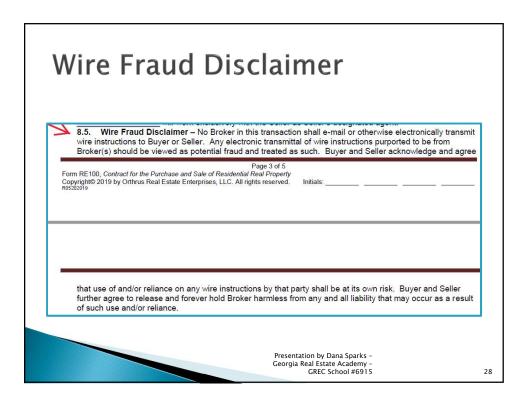


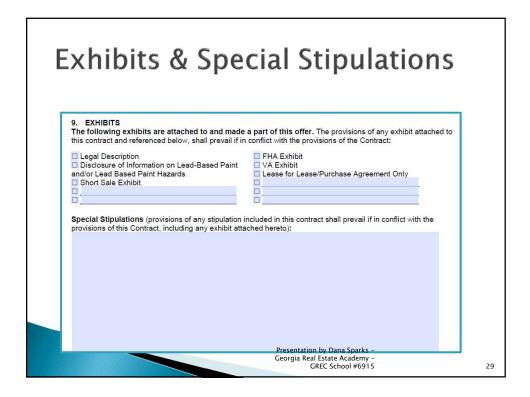


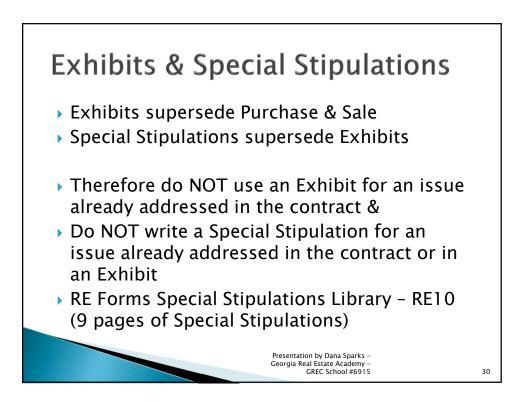




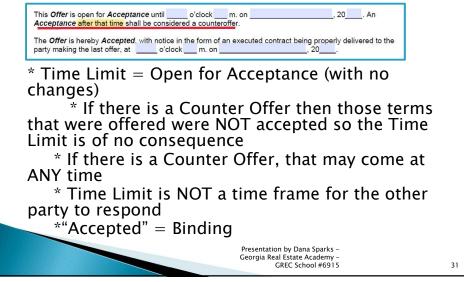




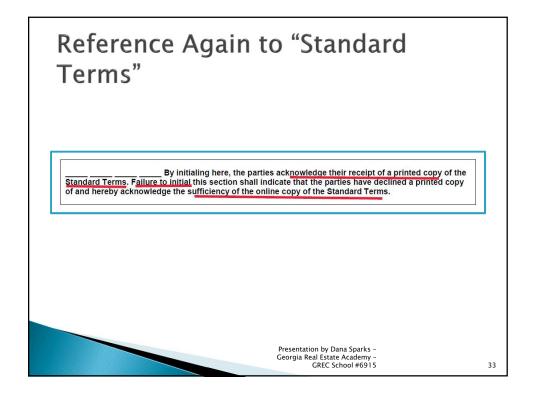




Time Limit & Binding Agreement Date

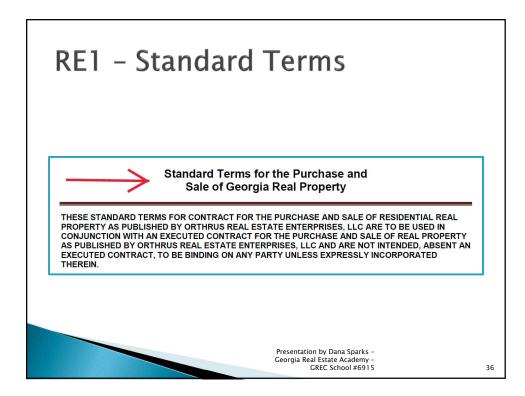


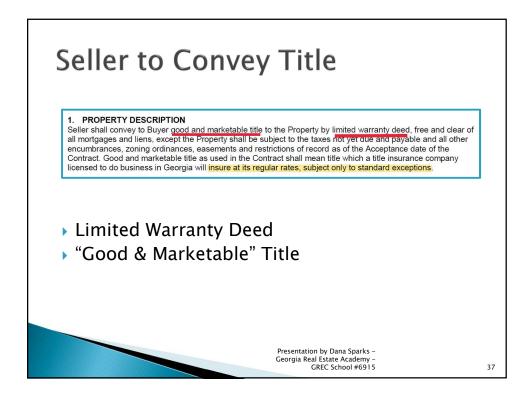


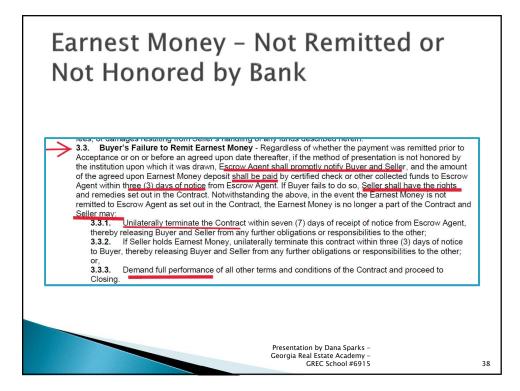


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Buyer:			Seller:		
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Buyer Printed Name			Seller Printed Name		
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Buyer Printed Name			Seller Printed Name		
Buyer Phone Number	Buyer Fax Num	ber	Seller Phone Number	/Seller Fax Numi	ber
Buyer Email Address			Seller Email Address		
Buyer Address			Seller Address		
Buyer City	State	Zip	Seller City	State	Zip
Buyer's Broker			Seller's Broker		
Name of Brokerage Firm		Broker Code	Name of Brokerage Firm		Broker Code
Name of Brokerage Firm		broker Code	Name of Brokerage Firm		Broker Code
Brokerage Phone Number	Brokerage Fax N	lumber	Brokerage Phone Number	Brokerage Fax N	lumber
*			×		
Agent Printed Name			Agent Printed Name		
Agent Phone Number	Agent Fax Numb	ber	Agent Phone Number	Agent Fax Numl	ber
Agent Email Address			Agent Email Address		
Required License Num	per(s):		Required License Numb Presentation by Dana	er(s):	
	1		Presentation by Dana Georgia Real Estate A		
Broker's License Number	Agent's License M	rumber	GREC Scho	Cargagenres/License	Number









Consequences for EM Not Remitted

- Definition of "Days"
- Escrow Agent's Obligation to Give Notice
- Buyer's Recourse
- Seller's Options
- Disbursement of EM held by Escrow Agent
- Note: Builder's Construction Deposit NOT EM (& is non-refundable)

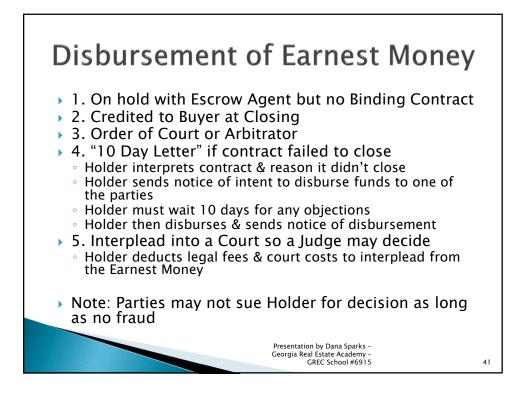
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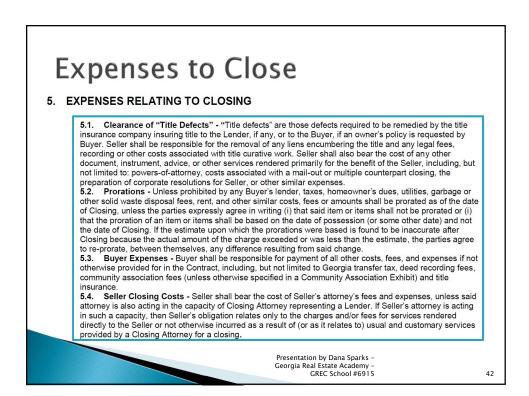
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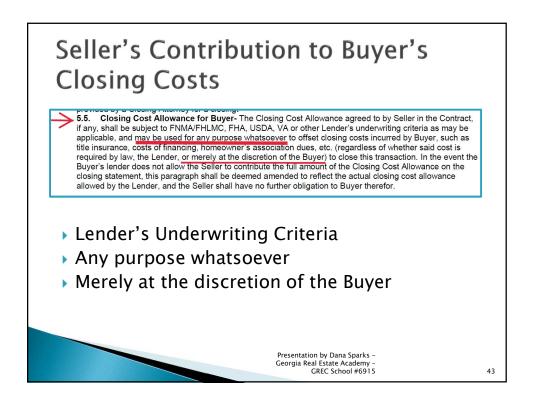
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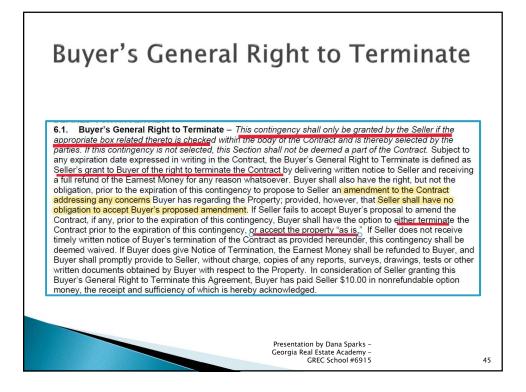
3.4. Disbursement of Earnest Money if Held by Escrow Agent - After receiving reasonable assurance that the bank has credited the deposit to the account where the Earnest Money is being held, the Escrow Agent may (i) disburse the Earnest Money to Buyer if contract is not accepted, unless that issue is disputed; (ii) disburse the Earnest Money for credit to Buyer at Closing; (iii) disburse the Earnest Money to Buyer at time of Closing if it is not credited towards the purchase price at Closing; (iv) disburse the Earnest Money pursuant to a separate written agreement signed by the parties, agreeing to the terms of disbursement of the Earnest Money; (v) disburse the Earnest Money upon order of a court or arbitrator which has jurisdiction over the matter; or (vi) if Escrow Agent has received notice from any party that the Contract has been terminated or Closing has failed to occur, no more than thirty (30) days after said notice has been received Escrow Agent's shall notify all parties of Escrow Agent's disbursement decision. Upon receipt of Escrow Agent's notification of disbursement, a party shall have ten (10) days to object to the disbursement. After receipt of a party's before the part that have ten (10) days to object to the disbursement. After receipt of a party's objection, Escrow Agent may change its decision or proceed according to Escrow Agent's original notification, but shall, in any event, notify the parties of said final disbursement. In addition, if the disbursement of the Earnest Money is in dispute, Escrow Agent may file an action to interplead the Earnest Money to allow a court of competent jurisdiction to decide how it is to be disbursed, and Escrow Agent may disburse Earnest Money as part of the required procedures related to this filing. Additionally, Escrow Agent may deduct any attorney's fees, court costs and other related expenses from the Earnest Money as necessary to reimburse Escrow Agent for costs related to the interpleader action, and Escrow Agent shall be entitled to recover additional costs as described above if Escrow Agent's expenses exceed the amount of the Earnest Money. The party that the court deems to be entitled to the Earnest Money may seek to recover its attorney's fees, court costs and the amount deducted by the Escrow Agent from the party that was not deemed to be entitled to the Earnest Money. In performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, cost or damage which may incur as a result of serving as Escrow Agent hereunder, except for any loss, cost or damages arising out of its willful default or gross negligence. The parties agree to release Broker from liability for any costs, fees, or damages resulting from Escrow Agent's duties described in the Contract. If no objection to the disbursement of the Earnest Money is received by Escrow Agent prior to the disbursement of the Earnest Money, the right to object to safter thistative hydral faat to deemed waived by the Georgia Real Estate Academy - GREC School #6915 parties













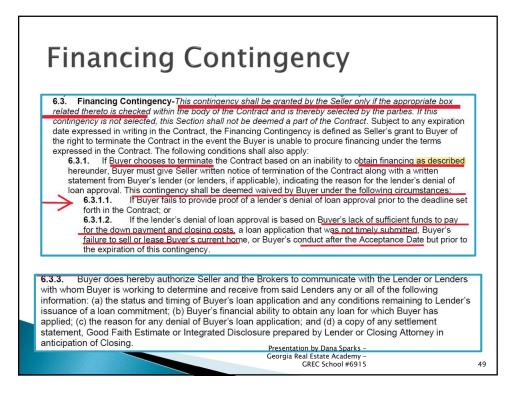
Appraisal Contingency

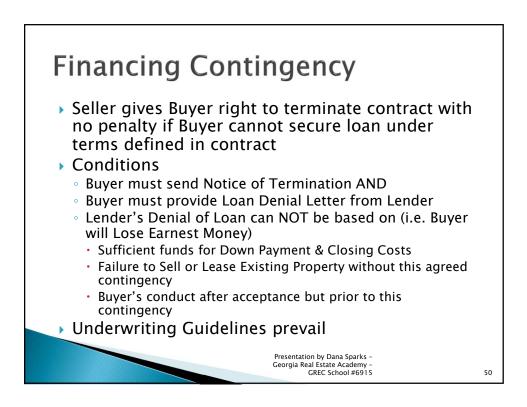
6.2. Appraisal Contingency-This contingency shall only be granted by the Seller if the appropriate box related thereto is checked within the body of the Contract and is thereby selected by the parties. If this contingency is not selected, this Section shall not be deemed a part of the Contract. Subject to any expiration date expressed in writing in the Contract, the Appraisal Contingency is defined as Seller's grant to Buyer of the conditional right to terminate the Contract if Buyer does not receive an appraisal of the Property, performed by a licensed Georgia real estate appraiser, showing the value of the Property to be equal to or greater than the Purchase Price. If the Property's appraised value is not equal to or greater than the Purchase Price, Buyer, at Buyer's sole discretion, shall have the right, prior to the expiration of this contingency, to request a reduction in the Purchase Price by providing Seller a copy of the appraisal and a written proposed amenument to the Contract reducing the Purchase Price to the appraised value of the Property. Upon delivery by Buyer of the proposed amendment to the Contract, Seller may accept or reject the amendment by delivering notice to Buyer on or before the earlier of a) time of Closing, or b) on or before 11:59 pm on the day which is 5 days after Seller's receipt of the proposed change to the Purchase Price, whichever comes first. Failure of Seller to respond whatsoever shall be deemed a rejection of the proposed amendment as of the expiration of the Seller's deadline to accept or reject. If Seller rejects the amendment, Buyer may terminate the Contract upon notice to Seller no later than 11:59 on the day which is 3 days after Seller's rejection of the amendment, and Buyer shall be entitled to receive a full refund of the Earnest Money. If Buyer does not deliver timely notice of Buyer's request to amend the Contract to reduce the Purchase Price or notice of Buyer's intent to terminate the Contract as provided hereinabove, this contingency shall be deemed waived.

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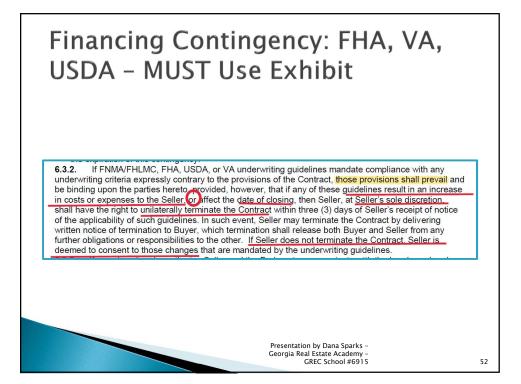


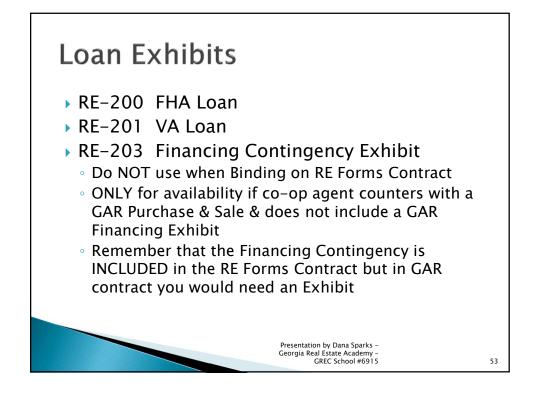
Suggested Special Stipulation for Down Payment Assistance Funds (DPA)

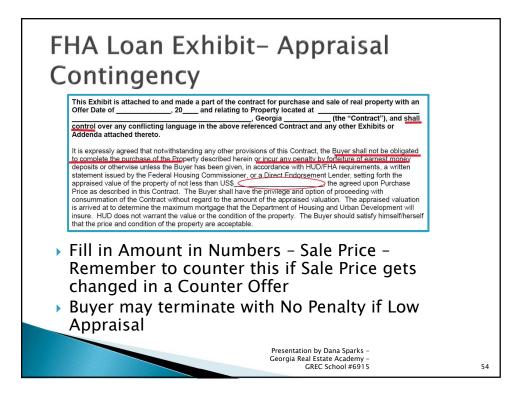
"This Agreement is contingent upon the Buyer's approval for the receipt of down payment from _____ program within _____ days from Binding Agreement Date. Should Buyer not be approved for the DPA program within this time frame, Buyer may terminate without penalty if Buyer notifies Seller in writing and providing DPA denial letter."

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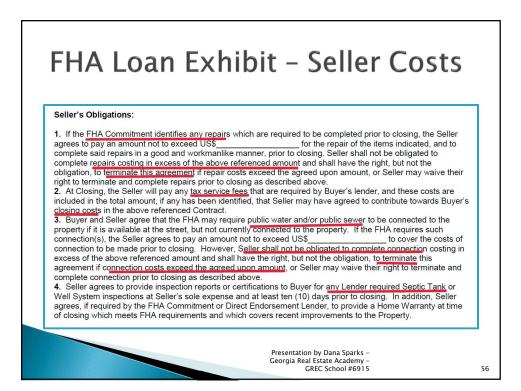
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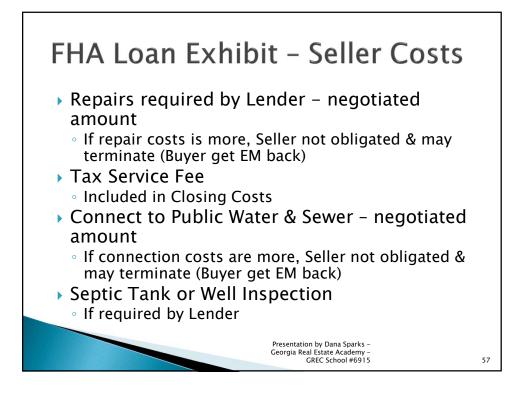


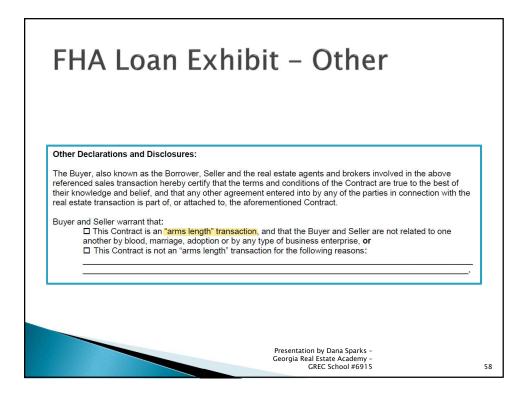












VA Loan Exhibit - Appraisal **Contingency & Funding Fee**

This Exhibit is attached to and made a part of the contract for purchase and sale of real property with an Offer Date of , 20 and relating to Property located at over any conflicting language in the above referenced Contract and any other Exhibits or Add attached thereto. and this Exhibit shall control

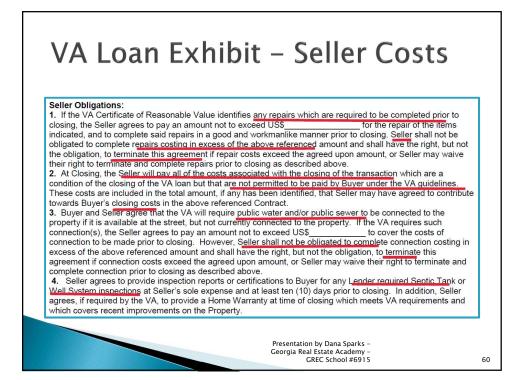
It is expressly agreed that, notwithstanding any other provisions of this contract, the Buver shall not incur any penalty by forfeiture of earnest money or otherwise be oblicated to complete the purchase of the Property described herein, if the contract purchase price exceeds the "reasonable value of the property" established by the Department of Veterana Affairs ("VA"). The Buyer shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the "reasonable value" established by the Department of Veteran Affairs. Department of Veteran Artairs. Ar Closing, the □ Buyer or □ Seller will be responsible for full payment of the VA Funding Fee in the amount of USS_____; or □ buyer shall be solely responsible for payment of the VA Funding Fee, which shall be added to Buyer's loan amount; thus increasing the amount the Buyer is financing; or Payment of VA Funding Fee is not required in the certificate of eligibility for this Veteran.

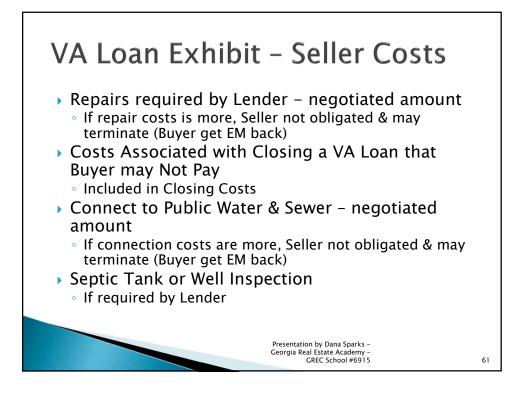
No Amount to fill in so must = Sale Price Buyer may terminate with No Penalty if Low Appraisal

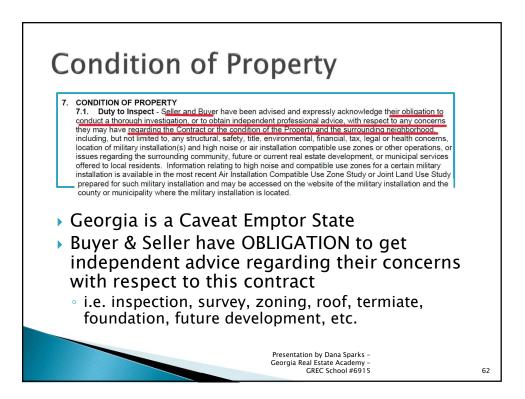
Complete Information about VA Funding Fee

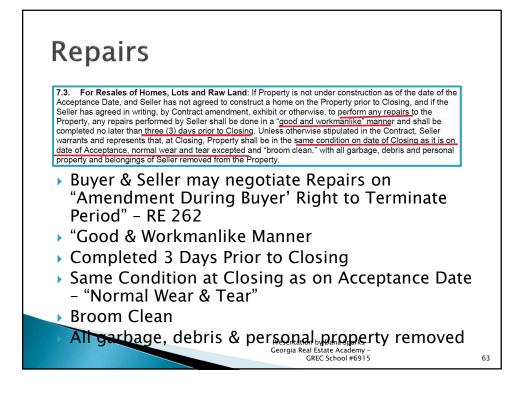
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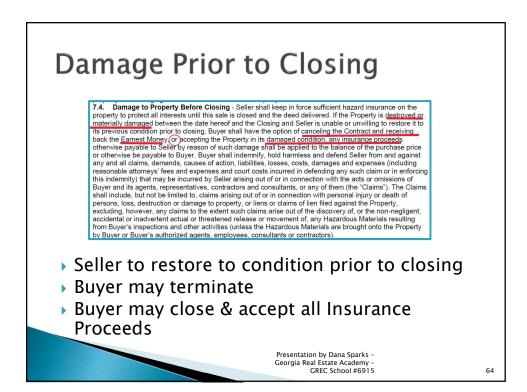
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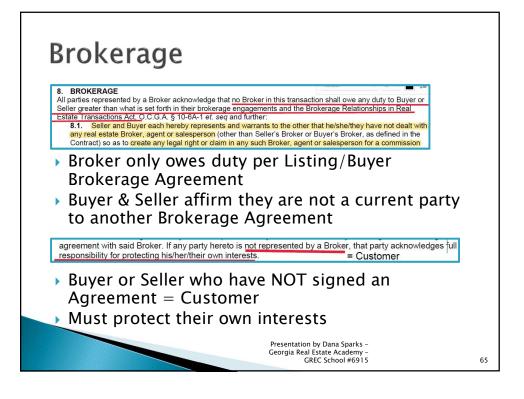




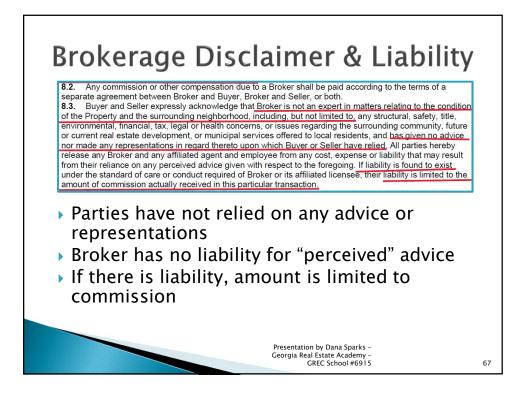
















10. DEFAULT

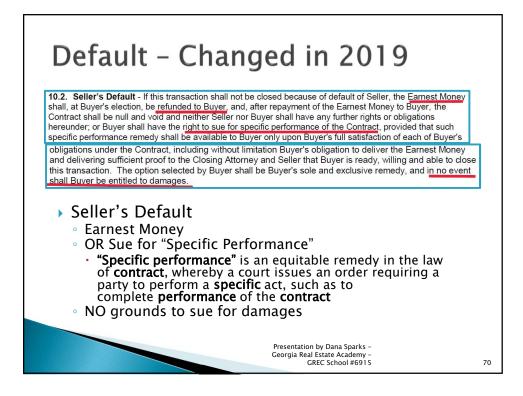
A party shall be in default if he or she breaches any term of the Contract. Except in the event of a party's failure to close or as otherwise stated in the Contract, neither Seller nor Buyer shall be deemed to be in default hereunder, however, until and unless such party has been given written notice of its failure to comply with the terms of the Contract and thereafter does not cure such failure within three (3) banking days after receipt of such notice.

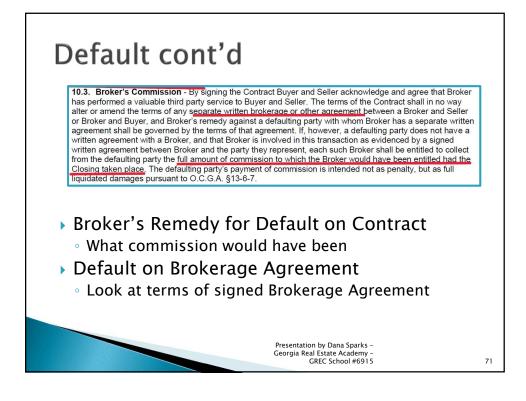
10.1. Buyer's Default - If Buyer defaults under any of the terms of the Contract, then Seller may terminate the Contract, in which event the Earnest Money shall be paid to and retained by Seller as liquidated damages and as Seller's sole and exclusive remedy hereunder. The parties acknowledge the actual damages are impossible to calculate, and the Earnest Money is a reasonable estimate of Seller's damages resulting from Buyer's default. Buyer's forfeiture of the Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. §13-6-7.

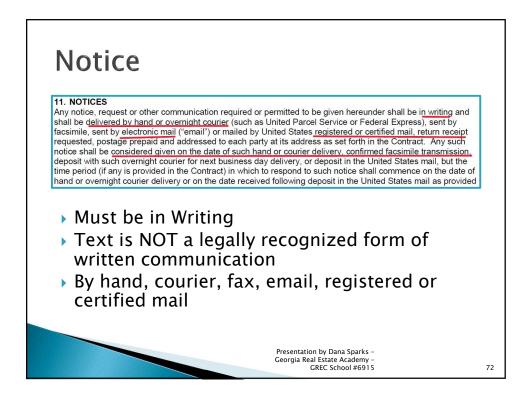
- Buyer's Default
 - Seller get Earnest Money
 - Sole & Exclusive Remedy
 - NO grounds to sue for damages

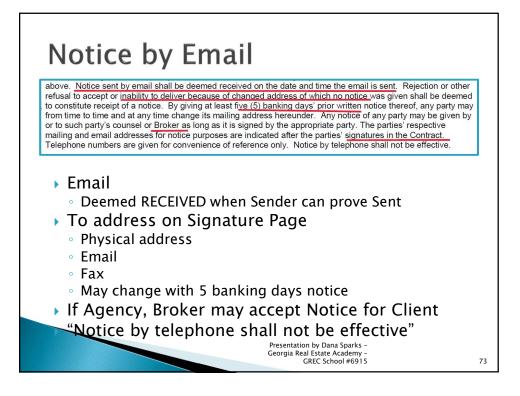
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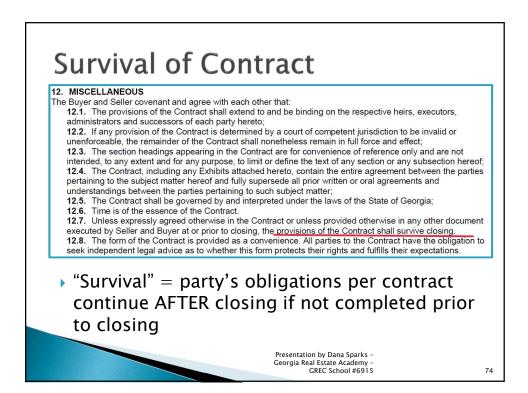
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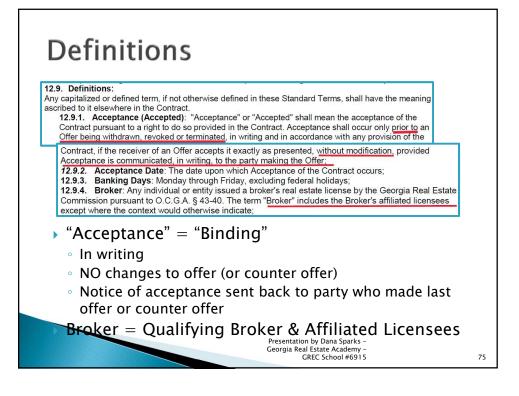


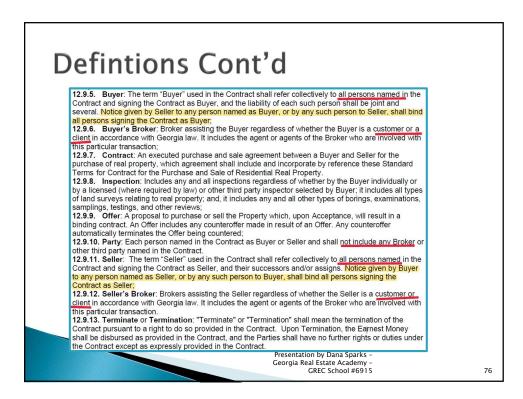


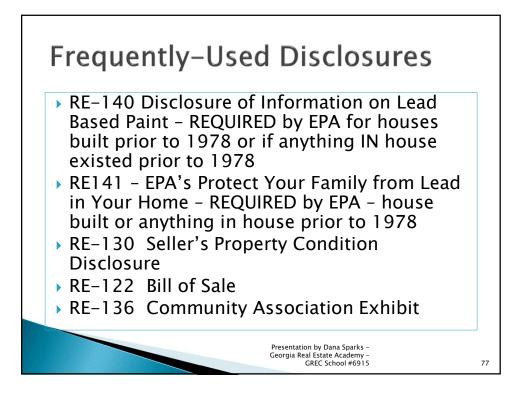


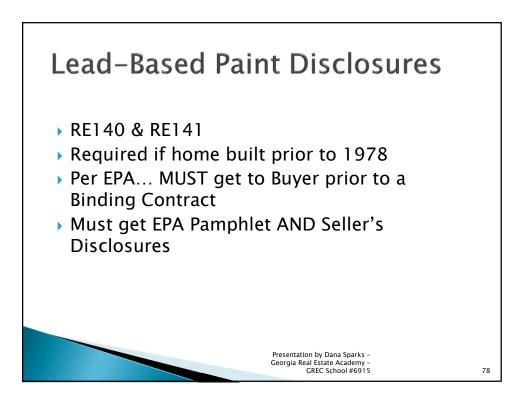


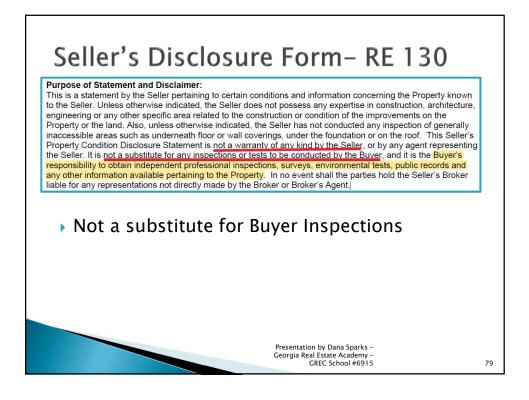






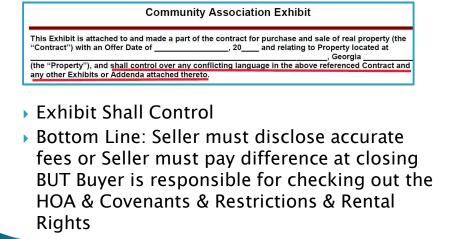






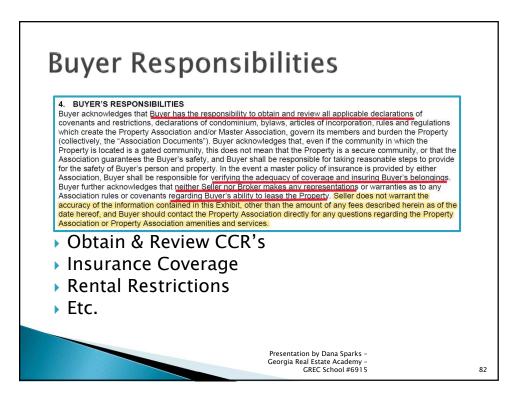


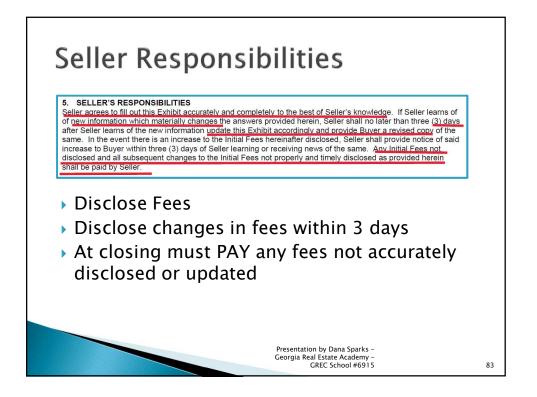
Community Association Exhibit - RE136



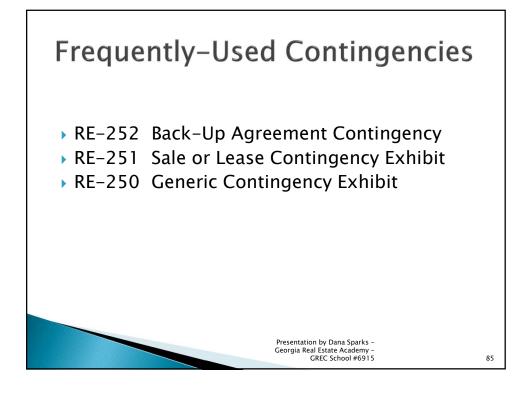
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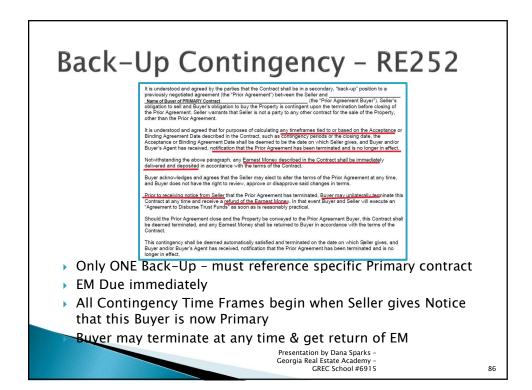
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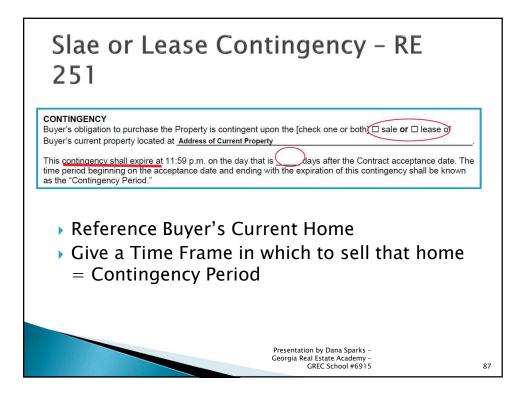


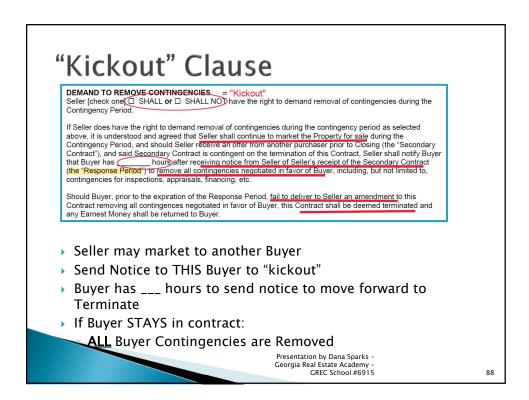












How to Remove JUST Sale or Lease Contingency

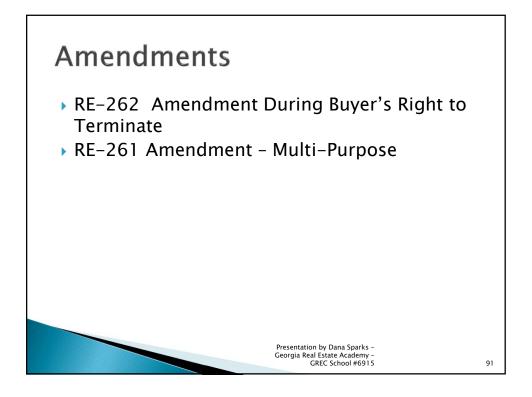
VOLUNTARY REMOVAL OF CONTINGENCY PRIOR TO SELLER DEMAND FOR REMOVAL At any time prior to Seller demand for the removal of this contingency, should Buyer deliver an amendment to Seller which removes this Sale or Lease Contingency, Seller shall execute and return to Buyer said amendment, and all remaining terms and conditions of the Contract, including, but not limited to other contingencies contained therein, shall remain in full force and effect.

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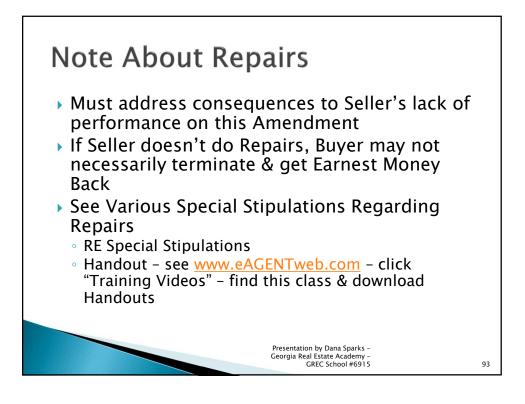
89

 Buyer may JUST remove Sale or Lease Contingency & Keep all others in tact

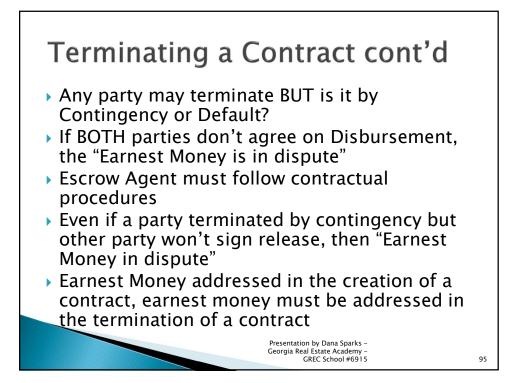
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	Da	ite:	, 20		
The undersigned	hereby gives the fo	ollowing Notice:			
□ That certain <i>ur</i> property known a	accepted offer/co	unteroffer with an off	fer date of	, 20 is hereby withdr	relating to awn.
		ith an acceptance da			
Reason for Termi					

