

2023 GAR Forms Revisions Package Changes



The following pages will list the changes to the forms in the entire GAR Forms Revisions Package. The changes noted below are changes made after the initial release of the forms dated 01/01/2023.

F101 Exclusive Seller Brokerage Engagement Agreement

¶C(2) Hazardous Conditions on Property – reworded section and capitalized entire section

F104 Non-Exclusive Seller Brokerage Engagement Agreement

¶C(2) Hazardous Conditions on Property – reworded section and capitalized entire section

F107 Authorization to Show Unlisted Property

¶6(B) Protected Period – moved hanging header to page 2

¶12 Hazardous Conditions on Property – reworded section and capitalized entire section

¶13 No Brokerage Relationship Between Seller and Broker – corrected title to No Brokerage Relationship between Owner and Broker

¶14 Owner Representations – moved hanging header to page 3

F110 Exclusive Buyer Brokerage Engagement Agreement

¶C(3) Limits on Broker's Authority and Responsibility – subsection (a) – added language that broker is permitted to show properties that buyer is interested in to other prospective buyers; subsection (b) – added additional language regarding hazards

*** New ¶C(7)(k) HAZARDOUS CONDITIONS ON PROPERTIES BEING VIEWED BY BUYER

*** New ¶C(7)(l) Hold Harmless; subsequent ¶s renumbered

F113 Non-Exclusive Buyer Brokerage Engagement Agreement

¶C(3) Limits on Broker's Authority and Responsibility – subsection (a) – added language that broker is permitted to show properties that buyer is interested in to other prospective buyers; subsection (b) – added additional language regarding hazards

*** New ¶C(7)(k) HAZARDOUS CONDITIONS ON PROPERTIES BEING VIEWED BY BUYER

*** New ¶C(7)(l) Hold Harmless; subsequent ¶s renumbered

F128 Exclusive Leasing/Management Agreement

¶29 Indemnity – changed “twelve (12)” to “six (6)” to match with ¶11 Limit on Broker's Liability

F201 Purchase and Sale Agreement

¶B(1)(c) Title Insurance – modified language regarding title insurance

¶B(2) Purchase Price to be Paid by Buyer – modified language slightly to allow delivery of funds in method acceptable to closing attorney

¶B(3)(a) Seller's Contribution at Closing – separate out end of section to new ¶B(3)(b) Additional Items Paid by Seller

*** New ¶B(3)(b) Additional Items Paid by Seller – reworded subsection (3) to be clearer; subsequent ¶s renumbered

¶B(3)(b) Items Paid by Buyer – now ¶B(3)(c) – reworded subsection (3) to be clearer and removed subsection (4)

¶B(7)(b) Disbursement of Earnest Money – added language to allow real estate licensee to assist in providing information regarding disbursement of earnest money

¶B(8)(c) Buyer's Inspection Rights Continue through Closing – added language that all parts of the home must remain accessible

¶B(8)(d) Buyer's Inspection Indemnification Obligations – added language buyer is not responsible for damages result from defects in property

¶B(10)(a)(2)(ii) Designated Agency Disclosure – added additional language clarifying designated agency

¶B(10)(c) Disclaimer – added language that broker was not responsible for inspecting property for defects, hazardous conditions, repairs, etc.

¶C(2)(c) Rights of Broker – slight language modification

¶C(5)(c) Broker – slight language modification

*** New ¶C(5)(e) Client definition

*** New ¶C(5)(f) Customer definition; subsequent ¶s renumbered

F210 Lot Purchase and Sale Agreement

¶B(1)(c) Title Insurance – modified language regarding title insurance

¶B(2) Purchase Price to be Paid by Buyer – modified language slightly to allow delivery of funds in method acceptable to closing attorney

¶B(3)(a) Seller's Contribution at Closing – separate out end of section to new ¶B(3)(b) Additional Items Paid by Seller

***New ¶B(3)(b) Additional Items Paid by Seller – reworded subsection (3) to be clearer; subsequent ¶s renumbered

¶B(3)(b) Items Paid by Buyer – now ¶B(3)(c) – reworded subsection (3) to be clearer and removed subsection (4)

¶B(7)(b) Disbursement of Earnest Money – added language to allow real estate licensee to assist in providing information regarding disbursement of earnest money

¶B(8)(c) Buyer's Inspection Rights Continue through Closing – added language that all parts of the home must remain accessible

¶B(8)(d) Buyer's Inspection Indemnification Obligations – added language buyer is not responsible for damages result from defects in property

¶B(9)(a)(2)(ii) Designated Agency Disclosure – added additional language clarifying designated agency

¶B(9)(c) Disclaimer – added language that broker was not responsible for inspecting property for defects, hazardous conditions, repairs, etc.

¶C(2)(c) Rights of Broker – slight language modification

¶C(5)(c) Broker – slight language modification

*** New ¶C(5)(e) Client definition

*** New ¶C(5)(f) Customer definition; subsequent ¶s renumbered

F213 Land Purchase and Sale Agreement

¶B(1)(c) Title Insurance – modified language regarding title insurance

¶B(3) Purchase Price to be Paid by Buyer – modified language slightly to allow delivery of funds in method acceptable to closing attorney

¶B(4)(a) Seller's Contribution at Closing – separate out end of section to new ¶B(4)(b) Additional Items Paid by Seller

***New ¶B(4)(b) Additional Items Paid by Seller – reworded subsection (3) to be clearer; subsequent ¶s renumbered

¶B(4)(b) Items Paid by Buyer – now ¶B(4)(c) – reworded subsection (3) to be clearer and removed subsection (4)

¶B(8)(b) Disbursement of Earnest Money – added language to allow real estate licensee to assist in providing information regarding disbursement of earnest money

¶B(9)(c) Buyer's Inspection Rights Continue through Closing – added language that all parts of the home must remain accessible

¶B(9)(d) Buyer's Inspection Indemnification Obligations – added language buyer is not responsible for damages result from defects in property

¶B(12)(a)(2)(ii) Designated Agency Disclosure – added additional language clarifying designated agency

¶B(12)(c) Disclaimer – added language that broker was not responsible for inspecting property for defects, hazardous conditions, repairs, etc.

¶C(2)(c) Rights of Broker – slight language modification

¶C(5)(c) Broker – slight language modification

*** New ¶C(5)(e) Client definition

*** New ¶C(5)(f) Customer definition; subsequent ¶s renumbered

F228 New Construction Purchase and Sale Agreement

¶B(1)(c) Title Insurance – modified language regarding title insurance

¶B(3) Purchase Price to be Paid by Buyer – modified language slightly to allow delivery of funds in method acceptable to closing attorney

¶B(4)(a) Seller's Contribution at Closing – separate out end of section to new ¶B(4)(b) Additional Items Paid by Seller

***New ¶B(4)(b) Additional Items Paid by Seller – reworded subsection (3) to be clearer; subsequent ¶s renumbered

¶B(4)(b) Items Paid by Buyer – now ¶B(4)(c) – reworded subsection (3) to be clearer and removed subsection (4)

¶B(8)(b) Disbursement of Earnest Money – added language to allow real estate licensee to assist in providing information regarding disbursement of earnest money

¶B(14)(a)(2)(ii) Designated Agency Disclosure – added additional language clarifying designated agency

¶B(14)(c) Disclaimer – added language that broker was not responsible for inspecting property for defects, hazardous conditions, repairs, etc.

¶C(4)(c) Rights of Broker – slight language modification

¶C(8)(c) Broker – slight language modification

*** New ¶C(8)(e) Client definition

*** New ¶C(8)(f) Customer definition; subsequent ¶s renumbered

F219 Temporary Occupancy Agreement for Seller After Closing Exhibit

¶11 Added language that attorney's fees would be owed; capitalized "Buyer" in last sentence

F270 Notice to Unilaterally Extend Closing for Eight Days

¶B Updated language to match purchase and sale agreement

F322 Community Association Disclosure Exhibit

¶B(3) Assessments – moved hanging header to page 3

F401 No Financing Contingency Exhibit

*** Updated form name in footer

F407 FHA Loan Contingency Exhibit

¶1 Application – changed “House” to “Housing”

F410 VA Loan Contingency Exhibit

¶15 VA Rules and Regulations; Termite Letter – added language that reinspection fees are paid by seller in addition to any seller’s contributions at closing

F510 Closing Attorney Acting as Holder of Earnest Money Exhibit

¶3 Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of Receiving Entire Contract – change timeframes from 3 days to 5 days

F511 Agreement of Closing Attorney to Serve as Holder of Earnest Money Exhibit

¶2 Closing Attorney Must Agree to Become Holder Within Three (3) Business Days – change timeframes from 3 days to 5 days

¶3 Failure of Closing Attorney to Timely Agree to Become Holder – change timeframes from 3 days to 5 days

F522 Unilateral Notice to Terminate Purchase and Sale Agreement and Proposed Disbursement of Earnest Money

*** Unilateral Notice to Terminate – changed “Buyer” lines to “Signature of Party Giving Notice”; removed “Seller” lines

F837 Estimate Net to Seller

¶27 Estimate of Net to Seller – corrected “23” to “22”