

NOTIFICATION

This is NOTIFICATION from the ☐ Seller (Notifying Party) to Buyer OR ☐ Buyer (Notifying Party) to Seller.

This NOTICE is hereby tendered in accordance with the provisions of that certain Purchase and Sale Agreement for the purchase and sale of real property located at:

with a

☐ Binding Agreement Date of _____ OR ☐ Offer Date of _____

CHECK THE BOX(ES) THAT APPLY:

Notification from Buyer to Seller:

☐ 1. Buyer has made application for loan and is notifying Seller and/or Seller's Representative of the name and contact information of the Lender. Buyer has also instructed Lender to order and has paid for the credit report. Lender's name and contact information is:

☐ 2. Buyer has waived Buyer's financial contingency and is furnishing proof of available funds in the following manner: _____. *Documentation attached.*

☐ 3. Buyer has waived Buyer's financial contingency and is providing Seller with the name and telephone number of the appraiser who shall conduct the appraisal on the property:

☐ 4. Appraised value did not equal or exceed the Purchase Price. Buyer shall notify Seller of decision to terminate agreement or waive contingency within 3 days per the terms stated in the Purchase and Sale Agreement.

☐ 5. Appraised value did not equal or exceed the Purchase Price. Buyer **WAIVES the appraisal contingency** in the Purchase and Sale Agreement.

☐ 6. Appraised value did not equal or exceed the Purchase Price. Buyer is exercising the right to terminate and hereby requests refund of Earnest Money/Trust Money.

☐ 7. Having acted in good faith, Buyer is unable to obtain financing and is exercising the right to terminate and hereby requests refund of Earnest Money/Trust Money.

☐ 8. Buyer has changed lenders and is notifying Seller that the new Lender's name and contact information is:

☐ 9. Buyer warrants and represents the following:

☐ Buyer has secured evidence of hazard insurance which shall be effective at Closing and has provided Seller with the name of the hazard insurance company:

☐ Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and

☐ Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.

- ☐ 10. Title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information has disclosed the following material defects:

and Buyer is requiring Seller to remedy such defects prior to the Closing Date. *Documentation attached.*

- ☐ 11. Material defects disclosed from title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information have not been remedied prior to the Closing Date or any extension thereof resulting in the termination of the Purchase and Sale Agreement. Buyer is hereby requesting refund of Earnest Money/Trust Money.

- ☐ 12. Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale Agreement and is exercising Buyer's right to immediately **TERMINATE** the Purchase and Sale Agreement with all Earnest Money/Trust Money refunded to Buyer. **This Notification hereby serves as NOTICE OF TERMINATION of the Purchase and Sale Agreement and WRITTEN DEMAND FOR DISTRIBUTION OF EARNEST MONEY/TRUST MONEY to the Buyer.** Buyer is hereby providing a list of written specified objections which Buyer has discovered in good faith.

LIST OF SPECIFIED OBJECTIONS:

- ☐ 13. Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale Agreement and **ACCEPTS the Property in its present AS IS condition** with any and all faults and no warranties expressed or implied. Seller has no obligation to make repairs. However, Buyer has not waived Buyer's rights under the Final Inspection paragraph of the Purchase and Sale Agreement.

- ☐ 14. Buyer **WAIVES any and all inspection** contingencies available under the Inspection section of the Purchase and Sale Agreement except as to the Final Inspection section of the Purchase and Sale Agreement.

- ☐ 15. Pursuant to the First Right of Refusal Addendum, Buyer has listed their home with a licensed real estate broker and the home is advertised in a Multiple Listing Service, where applicable. See proof of listing attached to this form.

- ☐ 16. Buyer **WITHDRAWS** all offers and/or counter offers.

- ☐ 17.

OTHER:

CHECK THE BOX(ES) THAT APPLY:

Notification from Seller to Buyer:

- ☐ 18. This is Seller's written demand for Buyer to provide the name and contact information of the Lender and that Buyer has instructed Lender to order and has paid for the credit report.

- ☐ 19. Seller has made written demand for Buyer to provide the name and contact information of the Lender and that Buyer has instructed Lender to order and has paid for the credit report and Buyer failed to do so within two (2) days, thereby terminating the Agreement.

- ☐ 20. This is Seller's written demand for Buyer to provide supporting documentation regarding loan denial.

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- 81 ☐ 21. This is Seller's written request for Buyer to provide proof of available funds as required in transactions
82 wherein Buyer has waived Buyer's financial contingency.
- 83 ☐ 22. Seller has made written demand for Buyer to provide proof of available funds as required in transactions
84 wherein Buyer has waived Buyer's financial contingency. However, Buyer failed to do so within two (2)
85 days, thereby terminating the Agreement.
- 86 ☐ 23. This is Seller's written demand for the name and telephone number of the appraiser and proof that appraisal
87 was ordered in a transaction in which Buyer has waived Buyer's financial contingency.
- 88 ☐ 24. Seller has made written demand for the name and telephone number of the appraiser and proof that appraisal
89 was ordered in a transaction in which Buyer has waived his financial contingency. However, Buyer failed
90 to do so within two (2) days, thereby terminating the Agreement.
- 91 ☐ 25. This is Seller's written request that Buyer provide supporting documentation showing appraised value did
92 not equal or exceed the agreed upon purchase price.
- 93 ☐ 26. This is Seller's written demand for Buyer to provide the following warranties and representations:
- 94 ☐ Buyer has secured evidence of hazard insurance which shall be effective at Closing. The name of the
95 hazard insurance company is: _____.
- 96 ☐ Buyer has notified Lender of an Intent to Proceed with Lender and has available funds to Close per the
97 signed Loan Estimate; and
- 98 ☐ Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- 99 ☐ 27. Seller has made written demand for Buyer to warrant and represent that Buyer has secured evidence of
100 hazard insurance and provided the name of insurance company; has provided Lender with an Intent to
101 Proceed; and has requested that the appraisal be ordered and has paid appraisal fee. However, Buyer failed
102 to do so within two (2) days, thereby terminating the Agreement.
- 103 ☐ 28. Holder has advised that the Earnest Money/Trust Money Check or other instrument has been dishonored or
104 not timely received by Holder. Seller is hereby notifying Buyer that Buyer has one (1) day to deliver Earnest
105 Money/Trust Money in immediately available funds to Holder.
- 106 ☐ 29. Holder has advised that the Earnest Money/Trust Money Check or other instrument has been dishonored.
107 Buyer has failed to timely deliver immediately available funds following notice by Holder. Seller is hereby
108 exercising Seller's right to terminate this Agreement.
- 109 ☐ 30. Holder has advised that the Earnest Money/Trust Money has not been timely received as required pursuant
110 to the Earnest Money/Trust Money paragraph. Buyer has failed to timely deliver immediately available
111 funds following notice by Holder. Seller is hereby exercising Seller's right to terminate this Agreement.
- 112 ☐ 31. Pursuant to Buyer's First Right of Refusal Addendum, this is Seller's written demand for proof Buyer has
113 listed their home with a licensed real estate broker and home is advertised in a Multiple Listing Service,
114 where applicable.
- 115 ☐ 32. Pursuant to Buyer's First Right of Refusal Addendum, Seller has made written demand for Buyer to
116 provide proof Buyer has listed their home with a licensed real estate broker and advertised the home in a
117 Multiple Listing Service, where applicable. However, Buyer failed to do so within one (1) day. Seller is
118 hereby exercising Seller's right to terminate this Agreement.
- 119 ☐ 33. For new construction only, Seller hereby notifies Buyer that the improvements are substantially
120 completed. Buyer shall cause to be conducted any inspection provided in the New Construction Purchase
121 and Sale Agreement.
- 122 ☐ 34. For new construction only, Seller hereby notifies Buyer of a delay caused by
123 _____

124 _____ as provided for in the Delays Section of the New
125 Construction Purchase and Sale Agreement.
126 ☐ 35. For Back-Up Agreement Contingencies only, Seller hereby notifies Buyer that the Primary Agreement
127 has been terminated or is null and void. Buyer's Back-Up Agreement has moved into a primary position.
128 ☐ 36. Seller **WITHDRAWS** all offers and/or counter offers.
129 ☐ 37. OTHER:
130 _____
131 _____
132 _____
133 _____

134	_____	_____
135	NOTIFYING PARTY (Buyer/Seller Signature)	NOTIFYING PARTY (Buyer/Seller Signature)
136	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
137	Date	Date

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