

**ADDITIONAL CONTRACT LANGUAGE**  
**(Language to be inserted in Offers, Counters,**  
**Addenda, Amendments or Special Stipulations)**

1 These paragraphs are provided as **examples of situations** that may occur during real estate transactions. They are listed here  
2 for your use to be inserted into the appropriate forms.

3 **1. SELLER TO PAY BUYER'S EXPENSES.**

4 *Note: To be inserted in the Closing Expenses paragraph of the Purchase and Sale Agreement*

5 Seller to pay \_\_\_\_\_% of the Purchase Price or pay \$ \_\_\_\_\_ towards Buyer's Expenses and Title Expenses as  
6 identified herein.

7 **2. REDUCTION IN PRICE IN LIEU OF REPAIRS.**

8 In the event that a buyer wishes to waive repairs after Buyer has submitted a list of items to be repaired or replaced, Buyer  
9 may do so. This could include a reduction of the purchase price, or an agreement for the seller to pay more pre-pays  
10 and/or closing costs. You would accomplish this through the use of an Amendment (form RF653). In that form, include  
11 one or more of the following:

- 12 1. Seller is not required to make any repairs to the Property.
- 13 2. Seller is to pay \_\_\_\_\_ in closing costs or pre-pays.
- 14 3. Sales price to be \$ \_\_\_\_\_.
- 15 (or those items to which the parties agree.)

16 **3. ASSESSMENTS OR LIENS.**

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

19 **4. CONTINGENCIES.**

20 **A. Square Footage**

21 This Agreement is contingent upon the actual square footage of the Property being no less than \_\_\_\_\_ square feet.  
22 Should the appraised square footage be less than this amount, then Buyer may terminate this Agreement and all Earnest  
23 Money/Trust Money shall be refunded to Buyer and Seller agrees to reimburse Buyer for any and all out of pocket  
24 expenses incurred by the Buyer, including, but not limited to the appraisal and inspection costs

25 **B. Is Contingent on Sale of Property.**

26 This Agreement is contingent upon the sale and closing of the property located at \_\_\_\_\_

27 \_\_\_\_\_ ("Buyer's Property") on or before the Closing Date of this  
28 Agreement. If Buyer's Property does not close on or before the Closing Date of this Agreement, Buyer may terminate  
29 this Agreement with written notice to Seller with refund of Earnest Money/Trust Money to Buyer.

30 **C. Approval of Others.**

31 This Agreement is contingent upon \_\_\_\_\_ viewing and approving the above-described Property and  
32 Buyer shall notify Seller or Broker on or before \_\_\_\_\_ that the Property is acceptable or unacceptable.  
33 If unacceptable to \_\_\_\_\_, Buyer shall provide written notice within the said timeframe to Seller that Buyer  
34 is exercising Buyer's right to terminate this Agreement and all Earnest Money/Trust Money shall be refunded to Buyer  
35 in full, in which event all parties agree to execute all applicable documentation. In the event this contingency is not  
36 removed by the date set above, this contingency shall be deemed waived and the Agreement shall remain in full force  
37 and effect.

38 **D. Sellers Right to Find Suitable Housing.**

39 This contract is expressly conditional upon Sellers entering into a written contract to purchase or lease property  
40 acceptable to Seller on or before \_\_\_\_\_, \_\_\_\_\_. In the event Seller does not contract for an

41 acceptable property on or before said date, Seller may terminate the Agreement with written notification to Buyer.  
42 Upon termination Buyer shall be entitled to a refund of Earnest Money/Trust Money.

43 **E. Radon.**

44 This offer is contingent upon the radon testing of \_\_\_\_\_ (Property Address).  
45 Property must have a test result of 4pCi/L or lower. If the Radon test shows a higher reading than 4pCi/L,  
46 \_\_\_\_\_ (Buyer/Seller) shall have a mitigation system installed at a cost not to  
47 exceed \$ \_\_\_\_\_.

48 **F. Alternate Appraisal Language.**

49 This Agreement is contingent upon \_\_\_\_\_ having Property appraised no later than \_\_\_\_\_ and to  
50 pay for the appraisal. In the event the appraisal is not timely made, this contingency shall be deemed waived. The  
51 Property must appraise for at least the amount set forth in the "Purchase Price" section of the Agreement or the Buyer  
52 may, at Buyer's option, on or before \_\_\_\_\_, terminate this Agreement with written notice to  
53 Seller and all Earnest Money/Trust Money shall be refunded to Buyer in full, in which event all parties agree to execute  
54 all applicable documentation. In the event Buyer fails to exercise this option, it shall be deemed waived.

55 **G. Bankruptcy Pending.**

56 The parties herein acknowledge that they have been informed of bankruptcy proceedings in the United States  
57 Bankruptcy Court, and that this Agreement is contingent upon a final judgment and decree authorizing the sale of the  
58 Property. In the event that a final judgment sale authorization is not granted on or before \_\_\_\_\_  
59 (date), the Buyer may terminate this Agreement with written notice to Seller with Earnest Money/Trust Money  
60 returned in full to Buyer, in which event all parties agree to execute all applicable documentation.

61 **H. Court Permission to Sell.**

62 Seller's obligations under this Agreement are contingent upon approval or order of the appropriate court having  
63 jurisdiction over the sale of the Property on or before \_\_\_\_\_ (date). Seller shall proceed  
64 diligently and in good faith, using all reasonable best efforts, at Seller's expense, to obtain said approval. In the event  
65 said approval or order is not received by said date, the Agreement may be terminated by Buyer upon written notice to  
66 Seller with Earnest Money/Trust Money returned in full to Buyer, in which event all parties agree to execute all  
67 applicable documentation.

68 **I. Divorce.**

69 The parties herein acknowledge that they have been informed that the Sellers are involved in a divorce proceeding  
70 and that this sale is contingent upon Sellers obtaining a final judgment and decree authorizing the sale of the Property.  
71 In the event that a final judgment sale authorization is not granted on or before \_\_\_\_\_ (date), either  
72 party may terminate this Agreement upon written notice to other party. Upon termination, Earnest Money/Trust  
73 Money shall be returned in full to Buyer and the parties agree to execute all applicable documentation.

74 **J. Additional Buyer Contingencies.**

75 Buyer at Buyer's cost shall have the right to review and accept the following:

- 76 1. A boundary survey of the Property
- 77 2. A mortgage survey of the Property.
- 78 3. A determination that the Property is not located in an unacceptable flood hazard area and/or mortgage lender  
79 does not require flood insurance.
- 80 4. All zoning regulations, restrictions, declarations, covenants, easements and other title matters of record.
- 81 5. Governmental approval of any existing waste disposal septic system and permit compliance, and/or  
82 determination that the system is functioning properly.
- 83 6. Governmental approval of any existing non-public water system and permit compliance, and/or  
84 determination that the system is functioning properly and the quality of water is acceptable.
- 85 7. A determination that the property is insurable with a company and at a rate acceptable to Buyer and that there  
86 are no exclusions to insurability which the Buyer finds objectionable.

87 In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being  
88 hereby acknowledged, Buyer, at Buyer's sole discretion, may elect to terminate the Purchase and Sale Agreement on  
89 or before the expiration of the above referenced Inspection Period by written notice to Seller if any of the above  
90 matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/Trust Money. In the  
91 event that Buyer exercises Buyer's right to terminate under one of these contingencies, Buyer shall, at Seller's request,  
92 furnish Seller or Seller's representative with documents supporting Buyer's right to terminate.

93 **K. Buyer Assumption of Loan.**

94 **1. Conventional Loan.**  
95 This sale is contingent upon Buyer assuming Seller's existing loan and Seller's existing indebtedness for  
96 repayment of the loan and Lender's agreement to release Seller from liability thereon on Seller's property as  
97 described herein. Buyer agrees to immediately apply and submit necessary information to Lender. If Buyer  
98 has not received such approval and agreement from the Lender within \_\_\_\_ days following the Binding  
99 Agreement Date, or should Buyer fail to qualify, Seller shall have the option of waiving this stipulation or to  
100 terminate this Agreement upon written notice to Buyer and all Earnest Money/Trust Money shall be refunded  
101 in full to Buyer, in which event all parties agree to execute all applicable documentation.

102 **2. FHA Loan.**  
103 This Agreement is contingent upon Buyer's ability to assume (a) the Seller's existing FHA loan, (b) the  
104 Seller's liability to the Federal Housing Administration (FHA) for the repayment of the FHA loan, and (c)  
105 FHA's agreement to release Seller from liability thereon on Seller's property as described herein. Buyer  
106 agrees to apply immediately to FHA and submit necessary information. If Buyer has not received such  
107 approval and agreement from FHA within \_\_\_\_ days following the Binding Agreement Date, or should  
108 Buyer fail to qualify to assume the Seller's liability, Seller has the option to waive this contingency or to  
109 terminate this Agreement upon written notice to Buyer and Earnest Money/Trust Money shall be refunded  
110 in full to Buyer, in which event all parties agree to execute all applicable documentation.

111 **3. VA Loan.**  
112 This Agreement is contingent upon the Buyer's ability to assume the Seller's existing VA loan and to assume  
113 the Seller's potential indemnity liability to the U.S. Government for the repayment of the loan and the VA's  
114 agreement to release Seller from liability thereon. Buyer agrees to apply immediately to the VA and submit  
115 any necessary documents and information required by VA. If the Buyer has not received such approval and  
116 agreement from the VA within \_\_\_\_ business days following the Binding Agreement Date, or should the  
117 Buyer fail to qualify to assume the Seller's liability, Seller has the option to waive this contingency or to  
118 terminate this Agreement upon written notice to Buyer and Earnest Money/Trust Money shall be refunded  
119 in full to Buyer, in which event all parties agree to execute all applicable documentation.

120 **L. Zoning.**

121 **1. Rezoning Contingency.**  
122 Buyer understands and agrees that Property is zoned \_\_\_\_\_ and that the  
123 improvements thereon may not meet zoning requirements. The Buyer's obligation hereunder is conditioned  
124 upon the Property being rezoned to \_\_\_\_\_ by the appropriate \_\_\_\_\_  
125 (County/City) authorities by \_\_\_\_\_. The \_\_\_\_\_  
126 (Buyer/Seller) shall be responsible for pursuing such rezoning and paying all affiliated costs. In the event  
127 that said rezoning is not obtained by said date, then Buyer may terminate this Agreement upon written notice  
128 to Seller and all Earnest Money/Trust Money shall be refunded to the Buyer. All rezoning applications shall  
129 be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld.  
130 All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application.

131 **2. Homes converted to multifamily use where zoning for multifamily use may be questioned.**  
132 This Agreement is contingent upon Seller providing a letter from the city or county zoning authority stating  
133 that the Property is presently zoned for multifamily use. Seller shall have two (2) weeks following the  
134 Binding Agreement Date to present said letter to Buyer or Broker(s). Should the Seller not present the letter  
135 within the above-stated time period, Buyer must, within forty-eight (48) hours past the time period, terminate  
136 this Agreement through written notice to Seller or this contingency shall be removed as a condition of this  
137 Agreement. If Buyer elects to declare this Agreement terminated, said declaration shall be on an Earnest  
138 Money/Trust Money Disbursement and Mutual Release form or equivalent written notice with all Earnest  
139 Money/Trust Money being promptly refunded to Buyer. All parties agree to sign promptly all documentation.

140 **M. Pools.**

141 This Agreement is contingent upon Seller providing the following additional information about the existing pool  
142 within \_\_\_\_ days after Binding Agreement Date and Buyer's review and acceptance of information concerning:

- 143 1) Type of pool surface
- 144 2) Type of filtration system (chlorine, salt, etc)
- 145 3) Age of pool
- 146 4) Age of liner, if applicable

- 147 5) Age of Pump and Heater, if applicable  
148 6) Age of any additional features such as hot tub, waterfall, etc.

149 In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being  
150 hereby acknowledged, Buyer, at Buyer's sole discretion, may elect to terminate the Purchase and Sale Agreement on  
151 or before the expiration of the above referenced Inspection Period by written notice to Seller if any of the above  
152 matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/Trust Money. In the  
153 event that Buyer exercises Buyer's right to terminate under this contingency, Buyer shall, at Seller's request, furnish  
154 Seller or Seller's representative with documents supporting Buyer's right to terminate.

155 **5. CONDOMINIUM LEGAL DESCRIPTION.**

156 Within five (5) days after the Binding Agreement Date, the Seller shall complete the Condominium Legal Description or  
157 Exhibit \_\_\_\_ and provide it to the Buyer. The Condominium Legal Description or Exhibit \_\_\_\_ shall become a part of  
158 the Agreement only when countersigned by the Buyer. If the Buyer does not accept the Condominium Legal Description  
159 or Exhibit \_\_\_\_ within ten (10) days after receipt thereof, then Buyer may terminate this Agreement upon written notice  
160 to Seller and all Earnest Money/Trust Money shall be refunded to the Buyer.

161 **6. CONDOMINIUM INFORMATION REVIEW PERIOD**

162 Seller agrees to provide Buyer with the requested Condominium Information as outlined in the attached Request for  
163 Condominium Association Information Document no later than \_\_\_\_ days from the binding agreement date, not to  
164 exceed 10 days. Purchase is contingent on Buyer's acceptance of all information provided. Buyer shall remove  
165 contingency or terminate within \_\_\_\_ days after receiving information.

166  
167 **7. HOA REVIEW PERIOD**

168 The Seller shall provide the following additional information regarding the Property's homeowner association  
169 (HOA) within \_\_\_\_ days after the binding agreement date and this Agreement is contingent upon Buyer's review  
170 and acceptance of information concerning:

- 171  
172 1) Name and address of HOA  
173 2) Amount of dues and required frequency of payment  
174 3) A copy of the current rules and regulations of the Association.  
175 4) Any fees or assessments due as a result of a transfer of title  
176

177 In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being  
178 hereby acknowledged, Buyer, at Buyer's sole discretion, may elect to terminate the Purchase and Sale Agreement  
179 within \_\_\_\_ days after receiving all requested HOA information by written notice to Seller if any of the above  
180 matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/ Trust Money.

181 In the event Seller fails to provide requested information within the agreed upon timeframe, Buyer shall have 2 days  
182 to elect to terminate this Agreement and shall notify Seller in writing. Buyer shall be entitled to a refund of all Earnest  
183 Money/Trust Money.

184 In the event Buyer does not timely object to the above matters, they shall be deemed to have accepted the same and  
185 this contingency shall be deemed satisfied.

186 **8. RENTAL LEASES AND REVIEW**

187 This agreement is contingent upon Buyer's receipt, review, inspection, and satisfactory approval of all existing leases, and  
188 security deposits. Seller shall have \_\_\_\_ days from the Binding Agreement Date to provide information. Following  
189 receipt, Buyer shall have \_\_\_\_ days to review all submitted information. If after such review Buyer is not satisfied for  
190 any reason, then Buyer shall notify the Seller in writing and Buyer may terminate this Agreement. All Earnest Money/  
191 Trust Money shall be refunded to Buyer upon timely termination. If Buyer does not notify Seller within the timeframe,  
192 this contingency shall be deemed waived.

193 **9. INSPECTION PERIOD IF PROPERTY IS USED AS RENTAL:**

194 Within the agreed upon inspection period, Buyer shall contact Seller to set up a mutually agreeable time for Buyer to have  
195 an inspection of the property conducted. Buyer must provide Seller with 5 days notice before end of inspection period and  
196 Seller must make property available for inspection on one of those days. If a mutually agreeable time cannot be reached  
197 within the timeframe, contract may be amended to extend inspection period. If Seller is unable to provide one day for an  
198 inspection to be conducted, buyer may terminate the contract. If terminated, Buyer is entitled to a refund of the Earnest  
199 Money/Trust Money. In the event Buyer does not provide sufficient notice to Seller, Buyer shall have forfeited the right  
200 to terminate under this section and shall not be entitled to a refund of the Earnest Money/Trust Money.

201 **10. RENT PRORATION.**

202 All prepaid rents on said Property shall be prorated at the closing of the sale. The Seller represents that the monthly rentals  
203 on said Property of \$ \_\_\_\_\_ shall be current at the time of the closing, and that there shall be no expenses  
204 chargeable to the Seller except the taxes on said Property. The Seller shall pay to the Buyer all security and damage  
205 deposits, if any, which have been paid to the Seller by any of the tenants. Buyer shall enter into an agreement to hold the  
206 Seller harmless against such transfer of security or damage deposits. At the closing of the sale, the Seller shall execute an  
207 affidavit which shall verify the number of leases and tenancies then outstanding on the Property, the prepaid rent as to  
208 each, and the amount of security deposits as to each.

209 **11. EARNEST MONEY/TRUST MONEY.**

210 **A. Additional Earnest Money/Trust Money Held by Broker/Holder.**

211 Buyer agrees to pay Holder additional Earnest Money/Trust Money in the principal amount of \$ \_\_\_\_\_ on  
212 or before \_\_\_\_\_, making a total Earnest Money/Trust Money deposit of \$ \_\_\_\_\_. In the  
213 event Buyer fails to pay additional Earnest Money/Trust Money by said date, then, at the option of Seller (this option  
214 to be exercised within seven days of said date), Seller may terminate this Agreement by written notification to Buyer  
215 and Broker at which time Buyer shall be considered in default.

216 **B. Held until Specific Time.**

217 All parties to this Agreement acknowledge that the Earnest Money/Trust Money shall not be deposited until  
218 \_\_\_\_\_.

219 **12. NON-REFUNDABLE EARNEST MONEY**

220 In the event Buyer elects to terminate the Agreement as allowed herein and is not otherwise in default, the Earnest  
221 Money/Trust Money shall be deemed to be non-refundable and shall be paid to Seller as additional consideration of Seller  
222 having entered into this Agreement. In the event either party is in default under this Agreement, the provisions of Section  
223 12 (Default) as provided in this Agreement shall control.

224 **13. INSPECTIONS COSTS**

225 **A.** In addition to Seller's obligation under this Agreement to have all utilities, services and other items operational during  
226 all inspections, Seller shall also ensure that the crawl space, garage and/or attic areas shall be accessible and free of  
227 debris and/or personal articles.

228 **B.** If anything is unable to be tested and/or inspected during any of the inspections because Seller did not have the utility  
229 services and other items operational, and as a result Buyer's inspections that were paid for by buyer were unable to be  
230 performed, then Seller agrees to ensure that the utility services and other items shall be operational during any follow  
231 up inspections, and Seller shall pay for any and all fees incurred by Buyer in order to have the non-functioning items  
232 re-inspected.

233 **14. ACCESS TO PUBLIC ROAD.**

234 **A.** The Seller warrants that the subject property has the right of ingress and egress to and from \_\_\_\_\_  
235 road without limitation by way of the existing driveway located at:

236 \_\_\_\_\_.  
237 **B.** If access is shared, buyer's obligation to purchase is contingent on receipt and approval of a shared driveway  
238 maintenance agreement. Seller agrees to provide buyer with a copy of said maintenance agreement within \_\_\_ days  
239 of Binding Agreement Date. If it is unacceptable, Buyer shall have \_\_\_ days following receipt of maintenance  
240 agreement to terminate the purchase agreement; otherwise the buyer shall be deemed to accept the same.

241 **15. BUYER/AGENT BUYING TO SELL FOR PROFIT**

242 All parties acknowledge that the Buyer/Agent intends to sell the Property at a future date for a profit.

243 **16. AMENITY PACKAGE RELEASE.**

244 In the event that the Property is served by a recreational amenity package either now existing or to be constructed, Buyer  
245 acknowledges and represents that Buyer has investigated the ownership and availability of such amenity package, and  
246 hereby releases Broker and affiliated licensees from any responsibility or liability in regard thereto.

247 **17. PROPERTY EXCHANGE.**

248 This Agreement and the Separate Agreement which is attached hereto, are intended to be Exchange Properties pursuant to  
249 Internal Revenue Code § 1031. The parties agree that they shall perform all necessary acts and that they shall execute all  
250 necessary documents to effectuate an Exchange of Properties under said Section. The parties anticipate that the closings  
251 upon the properties which are the subject of this Agreement and the attached Agreement shall be simultaneous.



252 **18. SELLER RESERVES THE RIGHT TO SELL – EXCLUSIVE AGENCY AGREEMENT.**

253 The Seller hereby reserves the right to sell Property and hereby converts this Agreement into an Exclusive Agency Listing  
254 Agreement. If a Buyer is procured for the Property through the sole efforts of Seller acting alone, then Seller is not required  
255 to pay Broker the compensation contained herein. However, in the event that the Buyer is obtained through any efforts of  
256 Broker (included but not limited to any Broker advertising including but not limited to any internet advertising, listing in  
257 the MLS, or traffic created by any signage put in place by Broker), then the aforementioned compensation is due to Broker  
258 at closing.

259 **19. OFFICE EXCLUSIVE LISTING.**

260 Seller wishes to keep exposure of Property minimal and does not wish to advertise Property to the public. Therefore,  
261 Broker is not granted the authority to advertise this listing on the Internet. Broker is not permitted to file this listing with  
262 any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that  
263 by not placing the listing on the MLS or other similar services, the listing shall not be included in a searchable database  
264 provided by the MLS or similar service which can be viewed on other agents' websites. Broker shall not place a sign on  
265 the Property. Given these limitations, Broker shall use best efforts to produce a Buyer by solely marketing Property to  
266 other licensees within Broker's firm.

267 Broker shall offer a cooperative compensation in the amount of \_\_\_\_\_% of Selling Price/monthly rental amount or  
268 \$ \_\_\_\_\_ to a Selling Agent or Facilitator (an agent who is representing the interests of  
269 and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction.

270 **20. CO-LISTING AGREEMENT**

271 Seller hereby authorizes Broker to enter into a Co-Listing Agreement for Property. Seller grants the Co-Listing Broker  
272 the authority to conduct every activity Broker is authorized to pursuant to this Agreement.

273 **21. NON-ASSIGNABILITY.**

274 This Purchase and Sale Agreement shall not be assignable by the Buyer(s) without prior written consent of Seller(s).

275 **22. FOREIGN CORPORATION THAT HAS MADE AN ELECTION UNDER IRC § 897(i).**

276 Seller is a foreign corporation which has made, or shall make, an election pursuant to Internal Revenue Code § 897(i)  
277 to be treated as a domestic corporation for the purposes of taxation and FIRPTA. Seller is hereby notified to consult with  
278 Seller's closing attorney and/or tax planner to discuss the steps required for making such election. Seller further agrees to  
279 submit all necessary documentation and/or affidavits to the Buyer's closing agent at or before closing to verify such  
280 election or to comply with all laws and regulations concerning FIRPTA withholding.

281 **23. RESIDENT ALIEN STATUS.**

282 Seller is not a U.S. citizen and may be considered a resident alien. Seller is hereby notified to consult with Seller's closing  
283 attorney and/or tax professional immediately to determine whether Seller is subject to FIRPTA withholdings and what  
284 documentation may be necessary at or before closing. Seller further agrees to submit all the necessary documentation  
285 and/or withholdings at or before closing concerning FIRPTA withholdings to the buyer's closing agent. Seller agrees to  
286 sign the appropriate affidavits certifying that Seller is not subject to FIRPTA withholdings and to provide all necessary  
287 documentation requested at or before closing or to comply with all laws and regulations concerning FIRPTA withholding.

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