

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
(Designated Agency)**

1 **BROKER (listing company):** _____

2 **ADDRESS OF COMPANY:** _____

3 **OWNER/SELLER ("Seller" or "Client"):** _____

4 **ADDRESS OF OWNER/SELLER:** _____

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS/LEGAL DESCRIPTION:**

9 _____ (Address)
10 _____ (City), Tennessee, _____ (Zip), as recorded in
11 _____ County Register of Deeds Office, _____ deed book(s),
12 page(s), and/or _____ instrument number. and further described as:

13 _____
14 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
15 the "Property".

16 **A. Included** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently
17 attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and
18 windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall
19 carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors
20 and attached screens; all security system components and controls; garage door opener and all (at least ___) remote
21 controls; any wired electric vehicle wall charging stations; swimming pool and its equipment; awnings; permanently
22 installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and
23 backboards; TV mounting brackets (inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae
24 and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key
25 fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or
26 amenities.

27 **B. Other items that remain with the Property at no additional cost to Buyer:**
28 _____
29 _____

30 **C. Items that shall NOT remain with the Property:**
31 _____
32 _____

33 **D. Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):
34 _____
35 _____

36 If leases are not assumable, it shall be Seller's responsibility to pay balance.

37 **2. THE LISTING PRICE:** \$ _____ (_____ Dollars)

38 **3. TERM:** This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date")
39 through _____, 20 _____ ("Listing Expiration Date"). If a contract to purchase, exchange, or lease is
40 signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales
41 Agreement, exchange agreement, or lease agreement.

42 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale
43 to the general public on the Effective Date

44

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OR
 on the _____ day of _____, 20_____.

Carry-Over Clause. Should the Seller contract to sell or exchange, or contract to lease the Property within _____ days after the Listing Expiration Date of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another licensed real estate broker at the time of such contract.

4. **POSSESSION OF PROPERTY to be delivered:** _____

5. **TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):**

6. **SELLER CONCESSIONS:** Seller is hereby notified that a buyer may request certain concessions in any offer to purchase. These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses, buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

7. **COMPENSATION: BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.**

Compensation to Broker for Sale: A total of \$ _____, or _____% compensation based on the total sales price which shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of warranty deed and payment of purchase price which includes, but is not limited to, payment of purchase price in full, execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing"). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

Cooperating Compensation: Broker is authorized to offer a cooperative compensation in the amount of \$ _____ or _____% of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. **This percentage shall be taken from the percentage agreed to be paid to Listing Broker.**

Compensation to Broker for Lease: In the event that the Property is leased during the term of this Agreement, Seller agrees to pay a total of \$ _____, or _____% compensation based upon the monthly rental amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease. This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described herein, Seller agrees to pay Broker at the time of Closing any remaining compensation based upon future rental payments and/or any compensation that may be due under the terms of this Listing Agreement.

In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease been fulfilled. Such compensation shall be payable without demand. Should the Broker consent to release the Listing prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense in the event of a dispute.

8. **RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.

Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is

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100 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may
101 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.
102 Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this
103 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final
104 sales information to the MLS for the purpose of compiling comparable sales data reports.

105 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
106 disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential
107 Property Disclosure form and the Multiple Listing Profile Sheet as well as the Lead-Based Paint Disclosure form (if
108 required by law and if such information is not otherwise disseminated); to exhibit said Property to any prospective Buyer;
109 and to have interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising materials
110 of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet
111 or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides
112 photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such
113 material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said
114 material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

115 Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to
116 the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may
117 be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker
118 informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to
119 Seller. In response to inquiries from Buyers or cooperating brokers, Broker shall follow Seller's lawful instructions on the
120 disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of
121 Practice 1-15)

122 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
123 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to
124 such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. Property is
125 offered without regard to race, creed, color, religion, sex, handicap, familial status or national origin. A request from Seller
126 to observe discriminatory requirements in the sale or lease of the Property shall not be granted since it is a violation of the
127 law.

128 **9. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

129 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*
130 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*
131 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*
132 *of the following:*

133 *Non United States citizen;*

134 *Non resident alien; or*

135 *Foreign corporation, partnership, trust, or estate*

136 *It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

137 **10. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

138 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee
139 Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form
140 and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure if required by law and said
141 information has not otherwise been disclosed in writing. Seller has not advised Broker and/or Broker's affiliated Licensees
142 (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the
143 Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or
144 Tennessee Residential Property Disclosure form signed by the Seller. Seller is not aware of any other defect or
145 environmental factor which would affect the value of or structural integrity of improvements on the Property or the health
146 of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the
147 listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee
148 Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form;
149 the Lead-Based Paint Disclosure (if required by law). Seller further agrees to hold Agents and firm harmless and indemnify
150 them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or
151 misrepresentation by Seller on said forms and/or for any material fact that is known or should be known by Seller
152 concerning the Property and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's

153 fee for Agents and firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts
154 (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

155 **Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices**
156 **while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations**
157 **related to their actions.**

158 Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings or "Open Houses" of the Property. Seller
159 additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key entry access
160 to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a lock box on said Property for
161 the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller
162 represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising
163 from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons
164 and employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or other authorized
165 entry thereof.

166 Seller acknowledges and agrees that Broker:

- 167 A. May show other properties to prospective buyers who are interested in Seller's Property;
- 168 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the
169 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the
170 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;
171 the availability and cost of utilities, septic, or community amenities; conditions existing off the Property that may
172 affect the Property; uses and zoning of Property, whether permitted or proposed; for applicable boundaries of
173 school districts or other school information; proposed or pending condemnation actions involving the Property;
174 the appraised or future value of the Property; termites and wood destroying organisms; building products and
175 construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to
176 financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby
177 advised to seek independent expert advice on any of these matters which are of concern to Seller;
- 178 C. Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this
179 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
180 Tennessee Real Estate Commission Rules; and
- 181 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

182 **11. EXPERT ASSISTANCE**

183 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an
184 expert in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms,
185 taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's
186 advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker
187 provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products
188 obtained by Client.

189 **12. AGENCY**

190 **A. Definitions.**

- 191 1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
192 firm and where the context would indicate, the Broker's affiliated licensees.
- 193 2. **Designated Agent for the Seller.** The individual licensee that has been assigned by the Managing Broker and is
194 working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion
195 of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer
196 for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best
197 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established
198 without a written agency agreement.
- 199 3. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for
200 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a
201 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be
202 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law,
203 any Licensee or company who has not entered into a written agency agreement with either party in the transaction
204 is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

- 205 4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
 206 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
 207 full disclosure to each party and with each party's informed consent.
- 208 5. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
 209 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
 210 improvements to real property or present a significant health risk to occupants of the property.
- 211 6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
 212 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
 213 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
 214 discloses that licensee has an agency relationship with another party, any such information which the consumer
 215 THEN reveals must be passed on by the licensee to that other party.

216 **B. Duties owed to all Parties to a Transaction.**

217 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties
 218 to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers") unless otherwise
 219 provided by law:

- 220 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
- 221 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge.
- 222 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to
 223 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both
 224 parties in the transaction. This duty of confidentiality extends to any information which the party would
 225 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
 226 or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency
 227 relationship and the closing of the transaction.
- 228 4. To provide services to each party to the transaction with honesty and good faith.
- 229 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
 230 might affect such transaction only when such information is available through public records and when such
 231 information is requested by a party.
- 232 6. To timely account for earnest money deposits and all other property received from any party to a transaction and
- 233 7. A. To refrain from engaging in self-dealing or acting on behalf of licensee's immediate family, or on behalf of
 234 any other individual, organization or business entity in which licensee has a personal interest without prior
 235 disclosure of such personal interest and the timely written consent of all parties to the transaction, and
- 236 B. To refrain from recommending to any party to the transaction the use of services of another individual,
 237 organization or business entity in which the licensee has an interest or from whom the licensee may receive
 238 a referral fee or other compensation for the referral, other than referrals to other licensees to provide real
 239 estate services, without timely disclosure to the party who receives the referral, the licensee's interest in such
 240 referral or the fact that a referral fee may be received.

241 **C. Duties owed to Client.**

242 In addition to the above, the licensee has the following duties to Client if the licensee has become an
 243 Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

- 244 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
 245 between the licensee and licensee's client;
- 246 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation
 247 of a transaction and in other activities, except where such loyalty/duty would violate licensee's duties to a
 248 customer in the transaction; and
- 249 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
 250 the client by:
- 251 A. Scheduling all Property showings on behalf of the client;
- 252 B. Receiving all offers and counter offers and forwarding them promptly to the client;
- 253 C. Answering any questions that the client may have in negotiation of a successful purchase agreement
 254 within the scope of the licensee's expertise; and

255 D. Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
256 agreement for a successful closing of the transaction.

257 Upon waiver of any of the duties contained in section 11.C.3., a consumer must be advised in writing by such
258 consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction
259 for the performance of said duties.

260 **D. Seller's Authorizations.**

261 1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee
262 as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A Designated
263 Agent for the Seller can and shall continue to advocate Seller's interests in a transaction even if a Designated
264 Agent for the Buyer (other than the licensee below) is also associated with Broker. The Managing Broker hereby
265 appoints _____ to be the
266 Designated Agent to the Seller in this transaction.

267 2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary,
268 to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to the exclusion of
269 any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement,
270 if necessary.

271 3. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The
272 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated*
273 *Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and the Seller of
274 the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon
275 any default to Facilitator status, the former Designated Agent must assume a neutral position and shall not be an
276 advocate for either the Seller or any prospective buyers.

277 4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this
278 Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or
279 contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because
280 the transaction is closed or the transaction or contemplated transaction between these parties is terminated or not
281 accepted and no further negotiations occur between the parties). At that time, the agent shall immediately revert
282 to Designated Agency status for the Seller again.

283 13. **EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust
284 money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee
285 account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease,
286 exchange, or option agreement until disbursed in accordance with the terms of said agreement.

287 14. **TITLE.** Seller warrants Seller is vested with good marketable title to the Property with full authority to execute this
288 Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

289 15. **HOME PROTECTION PLAN.**

290 Seller agrees to provide a limited Home Protection Plan at a cost of \$ _____ to be funded at closing.

291 Plan company: _____

292 **OR**

293 Home Protection waived.

294 16. **OTHER PROVISIONS.**

295 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
296 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
297 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
298 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
299 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
300 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

301 **B. Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be
302 governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

303 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
304 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
305 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
306 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
307 determined by the location of Property.

308 **D. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
309 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
310 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

311 **E. Fair Housing.** Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed,
312 religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe
313 discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

314 **17. LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS
315 AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR
316 ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR
317 QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS
318 PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND
319 ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

320 **18. CONFIDENTIALITY.** Information which Seller authorizes Broker and Broker's affiliated Licensees to disclose which
321 might otherwise be confidential:
322 _____
323 _____
324 _____

325 **19. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are
326 made a part of this Agreement.
327 _____
328 _____
329 _____
330 _____

331 **20. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall
332 control:
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____
343 _____
344 _____
345 _____
346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____

354 **NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.**

355 The party(ies) below have signed and acknowledge receipt of a copy.

356 _____

357 **BY: Broker or Licensee Authorized by Broker** **BROKER/FIRM**

358 _____ at _____ o'clock am/ pm _____

359 **Date** **Address**

360 _____ **Phone:** _____

361 **Print/Type Name** **Email:** _____

362 _____

363 The party(ies) below have signed and acknowledge receipt of a copy.

364 _____

365 **SELLER/OWNER** **SELLER/OWNER**

366 _____

367 **Print/Type Name** **Print/Type Name**

368 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

369 **Date** **Date**

370 _____

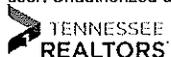
371 **Address** **Address**

372 **Phone:** _____ (H) _____ (Cell) **Phone:** _____ (H) _____ (Cell)

373 _____ (W) **Email:** _____ (W) **Email:** _____

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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Seller Agency)

1 **BROKER (listing company):** _____

2 **ADDRESS OF COMPANY:** _____

3 **OWNER/SELLER ("Client" or "Seller"):** _____

4 **ADDRESS OF OWNER/SELLER:** _____

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS/LEGAL DESCRIPTION:**

9 _____ (Address),
10 _____ (City), Tennessee, _____ (Zip), as recorded in
11 _____ County Register of Deeds Office, _____ deed
12 book(s), _____ page(s), and/or _____ instrument number and further described as:
13 _____

14 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
15 the "Property".

16 A. **Included** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently
17 attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and
18 windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall
19 carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors
20 and attached screens; all security system components and controls; garage door opener and all (at least _____) remote
21 controls; any wired electric vehicle wall charging stations; swimming pool and its equipment; awnings; permanently
22 installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and
23 backboards; TV mounting brackets (inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae
24 and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key
25 fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or
26 amenities.

27 B. Other items that remain with the Property at no additional cost to Buyer:

28 _____
29 _____

30 C. Items that shall **NOT** remain with the Property:

31 _____
32 _____

33 D. **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

34 _____
35 _____

36 If leases are not assumable, it shall be Seller's responsibility to pay balance.

37 **2. THE LISTING PRICE:** \$ _____ (_____ Dollars)

38 **3. TERM.** This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date")
39 through _____, 20 _____ ("Listing Expiration Date"). If a contract to purchase, exchange or lease is
40 signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale
41 Agreement, exchange agreement, or lease agreement.

42 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale
43 to the general public on the Effective Date

44 OR
45 on the _____ day of _____, 20 _____.

This form is copyrighted and may only be used in real estate transactions in which _____ *Keshia Walker* is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



46 **Carry-Over Clause.** Should the Seller contract to sell or exchange, or contract to lease the Property within _____
47 days after the Listing Expiration Date of this Exclusive Right to Sell Listing Agreement (“Agreement”) to any
48 Buyer/Tenant (or anyone acting on Buyer’s/Tenant’s behalf) who has been introduced to the Property, directly or
49 indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes
50 but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium
51 which originated as a result of listing the Property with Broker. This carry-over clause shall not apply if the Property is
52 listed with another licensed real estate broker at the time of such contract.

53 4. **POSSESSION OF PROPERTY to be delivered:** _____

54 5. **TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):**
55 _____

56 6. **SELLER CONCESSIONS.** Seller is hereby notified that a buyer may request certain concessions in any offer to
57 purchase. These concessions may include items such as home warranty, repairs, money toward buyer’s closing expenses,
58 buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

59 7. **COMPENSATION.**
60 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY**
61 **NEGOTIABLE.**

62 **Compensation to Broker for Sale:** A total of \$ _____, or _____% compensation based on
63 the total sales price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as
64 evidenced by delivery of warranty deed and payment of purchase price which includes, but is not limited to, payment of
65 purchase price in full, execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the
66 “Closing”). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based
67 upon the value of both properties.

68 **Cooperating Compensation:** Broker is authorized to offer a cooperative compensation in the amount of
69 \$ _____ or _____% of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent
70 who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction.
71 **This percentage shall be taken from the percentage agreed to be paid to Listing Broker.**

72 **Compensation to Broker for Lease:** In the event that the Property is leased during the term of this Agreement, Seller
73 agrees to pay a total of \$ _____, or _____% compensation based upon the monthly rental
74 amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under
75 the terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease
76 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease.
77 This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the
78 Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described
79 herein, Seller agrees to pay Broker at the time of Closing any remaining compensation based upon future rental payments
80 and/or any compensation that may be due under the terms of this Listing Agreement.

81 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to
82 compensate the Broker in the event that Seller unlawfully fails to close or to fulfill the lease terms by Seller’s breach of
83 the Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an
84 amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease
85 been fulfilled. Such compensation shall be payable without demand. Should the Broker consent to release the Listing
86 prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by the Broker
87 to market the Property or other amount agreed upon by the parties as a cancellation fee, in addition to any other sums that
88 may be due to the Broker. Seller agrees to pay all reasonable attorney’s fees together with any court costs and expenses
89 which real estate firm incurs in enforcing any of Seller’s obligations to pay compensation under this Listing Agreement.
90 The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of
91 remedies as a defense in the event of a dispute.

92 8. **RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**
93 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this
94 Listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands
95 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable
96 database provided by the MLS or similar service which can be viewed on other agents’ websites. Seller also agrees that
97 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local
98 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.
99 Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is
100 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may

101 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.
102 Seller shall assist Broker in any reasonable way in selling Property and will refer to Broker all inquiries regarding this
103 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final
104 sales information to the MLS for purpose of compiling comparable sales data reports.

105
106 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
107 disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption, or Tennessee Residential
108 Property Disclosure form and the Multiple Listing Profile Sheet as well as the Lead-Based Paint Disclosure form (if
109 required by law and if such information is not otherwise disseminated); to exhibit said Property to any prospective Buyer;
110 and to have interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising materials
111 of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet
112 or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides
113 photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such
114 material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said
115 material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.
116 Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to
117 the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may
118 be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker
119 informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to
120 Seller. In response to inquiries from Buyers or cooperating brokers, Broker shall follow Seller's lawful instructions on the
121 disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of
122 Practice 1-15)

123
124 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
125 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to
126 such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. Property is
127 offered without regard to race, creed, color, religion, sex, handicap, familial status, or national origin. A request from Seller
128 to observe discriminatory requirements in the sale or lease of the Property shall not be granted since it is a violation of the
129 law.

130 **9. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

131 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*
132 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*
133 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*
134 *of the following:*

135 *Non United States citizen;*

136 *Non resident alien; or*

137 *Foreign corporation, partnership, trust, or estate.*

138 *It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

139 **10. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

140 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee
141 Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form
142 and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure if required by law and said
143 information has not otherwise been disclosed in writing. Seller has not advised Broker and/or Broker's affiliated Licensees
144 (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the
145 Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or
146 Tennessee Residential Property Disclosure form signed by the Seller. Seller is not aware of any other defect or
147 environmental factor which would affect the value of or structural integrity of improvements on the Property or the health
148 of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the
149 listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee
150 Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form;
151 the Lead-Based Paint Disclosure (if required by law). Seller further agrees to hold Agents and firm harmless and indemnify
152 them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission, or
153 misrepresentation by Seller on said forms and/or for any material fact that is known or should be known by Seller
154 concerning the Property that is not disclosed to Agents and to provide for defense costs including reasonable attorney's

155 fees for Agents and firm in such event. Seller is not aware of any other defect, environmental factors or adverse facts (as
156 defined in Tenn. Code Ann. § 62-13-102) concerning the Property.

157 **Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices**
158 **while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations**
159 **related to their actions.** Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings or "Open
160 Houses" of the Property. Seller additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized
161 key holder key-entry access to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a
162 lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings
163 of this Property. Seller represents that adequate insurance shall be kept in force to protect Seller in the event of any damage,
164 losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its
165 licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open
166 Houses or other authorized entry thereof.

167 Seller acknowledges and agrees that Broker:

- 168 (a) May show other properties to prospective buyers who are interested in Seller's Property;
- 169 (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the
170 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the
171 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;
172 the availability and cost of utilities, septic or community amenities; conditions existing off the Property that may
173 affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of
174 school districts or other school information; proposed or pending condemnation actions involving the Property;
175 the appraised or future value of the Property; termites and wood destroying organisms; building products and
176 construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to
177 financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby
178 advised to seek independent expert advice on any of these matters which are of concern to Seller;
- 179 (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this
180 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
181 Tennessee Real Estate Commission Rules; and
- 182 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

183 **11. EXPERT ASSISTANCE.**

184 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not expert
185 in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms, taxation,
186 financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice
187 to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides
188 names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained
189 by Client.

190 **12. AGENCY.**

191 **A. Definitions.**

- 192 1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
193 firm and where the context would indicate, the Broker's affiliated licensees.
- 194 2. **Agent for the Seller.** The Licensee's company is working as an agent for the Property Seller and owes primary
195 loyalty to the Seller. Even if the licensee is working with a prospective Buyer to locate property for sale, rent, or
196 lease, the licensee and licensee's company are legally bound to work in the best interests of any Property Owners
197 whose Property is shown to this prospective Buyer. An agency relationship of this type cannot, by law, be
198 established without a written agency agreement.
- 199 3. **Designated Agent for the Seller.** The individual licensee that has been assigned by the Managing Broker and is
200 working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion
201 of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer
202 for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best
203 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established
204 without a written agency agreement.
- 205 4. **Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for
206 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a
207 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be
208 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law,

- 209 any Licensee or company who has not entered into a written agency agreement with either party in the transaction
 210 is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 211 5. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
 212 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
 213 full disclosure to each party and with each party's informed consent.
- 214 6. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
 215 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
 216 improvements to real property or present a significant health risk to occupants of the property.
- 217 7. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
 218 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
 219 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
 220 discloses that licensee has an agency relationship with another party, any such information which the consumer
 221 THEN reveals must be passed on by the licensee to that other party.

222 **B. Duties owed to all Parties to a Transaction.**

223 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties
 224 to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers") unless otherwise
 225 provided by law:

- 226 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
- 227 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge.
- 228 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to
 229 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both
 230 parties in the transaction. This duty of confidentiality extends to any information which the party would
 231 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
 232 or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency
 233 relationship and the closing of the transaction.
- 234 4. To provide services to each party to the transaction with honesty and good faith.
- 235 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
 236 might affect such transaction only when such information is available through public records and when such
 237 information is requested by a party.
- 238 6. To timely account for earnest money deposits and all other property received from any party to a transaction and
- 239 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee's immediate family, or on behalf of
 240 any other individual, organization or business entity in which licensee has a personal interest without prior
 241 disclosure of such personal interest and the timely written consent of all parties to the transaction, and
- 242 B) To refrain from recommending to any party to the transaction the use of services of another individual,
 243 organization or business entity in which the licensee has an interest or from whom the licensee may receive
 244 a referral fee or other compensation for the referral, other than referrals to other licensees to provide real
 245 estate services, without timely disclosure to the party who receives the referral, the licensee's interest in such
 246 referral or the fact that a referral fee may be received.

247 **C. Duties owed to Client.**

248 In addition to the above, the licensee has the following duties to Client if the licensee has become an
 249 Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

- 250 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
 251 between the licensee and licensee's client;
- 252 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation
 253 of a transaction and in other activities, except where such loyalty/duty would violate licensee's duties to a
 254 customer in the transaction; and
- 255 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
 256 the client by:
- 257 A) Scheduling all Property showings on behalf of the client;
- 258 B) Receiving all offers and counter offers and forwarding them promptly to the client;
- 259 C) Answering any questions that the client may have in negotiation of a successful purchase agreement within
 260 the scope of the licensee's expertise; and

261 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
262 agreement for a successful closing of the transaction.

263 Upon waiver of any of the above duties contained in subsection 11.C.3., a consumer must be advised in writing by
264 such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the
265 transaction for the performance of the above duties.

266 **D. Seller's Authorizations.**

267 **1. Default to Facilitator.** Seller hereby authorizes Broker and Listing Licensee to default to Facilitator status
268 (representing the interests of neither the Seller nor the Buyer) in any Property showings, negotiations, or
269 transactions, in which the Broker may also have a representation agreement with the Buyer who is also being
270 assisted by Listing Licensee. In such event, Agent shall immediately notify (verbally) both the Buyer and the
271 Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the
272 execution of the contract. As a Facilitator, Broker and Broker's licensee may assist the parties and provide
273 information in subsequent negotiations in that transaction. Upon any default to Facilitator status, the Broker
274 and Broker's licensee must assume a neutral position and shall not be an advocate for either the Buyer or Seller.

275 **2. Resumption of Agency Status.** In the event that Broker and Listing Licensee default to a Facilitator status, this
276 Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or
277 contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the
278 transaction is closed or contemplated transaction between the parties is terminated or not accepted and no further
279 negotiations occur between the parties). At that time, the Broker and Listing Licensee shall immediately revert
280 back to their status as Agent for the Seller.

281 **13. EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust
282 money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee
283 account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease,
284 exchange, or option agreement until disbursed in accordance with the terms of said agreement.

285 **14. TITLE.** Seller warrants Seller is vested with good marketable title to the Property with full authority to execute this
286 Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

287 **15. HOME PROTECTION PLAN.**

288 Seller agrees to provide a limited Home Protection Plan at a cost of \$ _____ to be funded at closing.

289 Plan company: _____

290 **OR**

291 Home Protection waived.

292 **16. OTHER PROVISIONS.**

293 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
294 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
295 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
296 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
297 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
298 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

299 **B. Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be
300 governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

301 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
302 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
303 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
304 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
305 determined by the location of Property

306 **D. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
307 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
308 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

309 **E. Fair Housing.** Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed,
310 religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe
311 discriminatory practices in the sale, lease, exchange, or option of property shall not be granted.

312 17. **LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS
313 AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR
314 ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR
315 QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS
316 PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND
317 ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

318 18. **CONFIDENTIALITY.** Information which Seller authorizes Broker and Broker's affiliated Licensees to disclose which
319 might otherwise be confidential:
320 _____
321 _____

322 19. **EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are
323 made a part of this Agreement.
324 _____
325 _____
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____

336 20. **SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall
337 control:
338 _____
339 _____
340 _____
341 _____
342 _____
343 _____
344 _____
345 _____
346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____

360 NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.

361

362

363

364

365

The party(ies) below have signed and acknowledge receipt of a copy.

366

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

367

368

at _____ o'clock □ am/ □ pm

369

Date

Address

370

Phone: _____

371

Print/Type Name

Email: _____

372

The party(ies) below have signed and acknowledge receipt of a copy.

373

SELLER/OWNER

SELLER/OWNER

374

375

Print/Type Name

Print/Type Name

376

377

at _____ o'clock □ am/ □ pm

at _____ o'clock □ am/ □ pm

378

Date

Date

379

Address

Address

380

381

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

382

(W) Email: _____

(W) Email: _____

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LOT/LAND EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** _____

2 **ADDRESS OF COMPANY:** _____

3 **OWNER / SELLER:** _____

4 **ADDRESS OF OWNER / SELLER:** _____

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** _____
9 (Address) _____ (City), Tennessee _____ (Zip) as
10 recorded in _____ County Register of Deeds Office, _____
11 deed book(s) _____ page(s), and/or _____ instrument number, and further described
12 as:
13 with an estimated acreage of _____ ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**
15 _____
16 _____
17 _____

18 **B. Items that shall NOT remain with the Property:**
19 _____
20 _____
21 _____

22 **2. THE LISTING PRICE.** \$ _____ (_____ Dollars).
23 This price is based (select one):

- 24 for entire Property as a tract, and not by the acre; or
25 per acre with the sales price to be determined by the actual amount of acreage of the Property, \$ _____
26 per acre based on a current or mutually acceptable survey; or
27 for entire Property as a tract but with the sales price to be adjusted upward or downward at \$ _____
28 per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey
29 should vary more or less than _____ acre(s) from the _____ estimated acreage.

30 **3. TERM.**
31 This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date")
32 through _____, 20_____ ("Listing Expiration Date"). If a contract to purchase, exchange or lease is
33 signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale
34 Agreement, exchange agreement, or lease agreement.

35 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale
36 to the general public on the Effective Date
37 OR

38 on the _____ day of _____, 20_____.

39 Carry-Over Clause. Should Seller contract to sell or exchange, or contract to lease the Property within _____ days
40 after the Listing Expiration Date of this Exclusive Right to Sell Listing Agreement ("Agreement") to any Buyer/Tenant
41 (or anyone acting on Buyer's/Tenant's behalf) who has been introduced to the Property, directly or indirectly, during the
42 term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to
43 any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a
44 result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another
45 licensed real estate broker at the time of such contract.

46 4. TERMS of sale acceptable to Seller (such as USDA, Conventional, etc.): _____

47 5. POSSESSION OF PROPERTY to be delivered: _____

48 6. SELLER CONCESSIONS. Seller is hereby notified that a buyer may request certain concessions in any offer to
49 purchase. These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses,
50 buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

51 7. COMPENSATION.

52 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY**
53 **NEGOTIABLE.**

54 Compensation to Broker for Sale: A total of \$ _____, or _____ % compensation based on
55 the total sales price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as
56 evidenced by delivery of warranty deed and payment of purchase price ("Closing"). In any exchange of the Property,
57 Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

58 Cooperating Compensation: Broker is authorized to offer a cooperative compensation in the amount of
59 \$ _____ or _____ % of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent
60 who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction.
61 This percentage shall be taken from the percentage agreed to be paid to Listing Broker.

62 Compensation to Broker for Lease: In the event that the Property is leased under the terms of this Agreement, Seller
63 agrees to pay a total of \$ _____, or _____ % compensation based upon the monthly rental
64 amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under
65 the terms of the lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease
66 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease.
67 This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the
68 Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described
69 herein, Seller agrees to pay Broker any remaining compensation based upon future rental payments at the time of Closing
70 and/or any compensation that may be due under the terms of this Listing Agreement.

71 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to
72 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the
73 Purchase and Sale Agreement or the lease agreement. In the event this occurs, Seller agrees to compensate Broker in an
74 amount equal to the compensation which would have been due and owing Broker had the transaction closed or lease been
75 fulfilled. Such compensation shall be payable without demand. Should Broker consent to release the Listing prior to the
76 expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market the
77 Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to
78 Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate
79 agent incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby
80 agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense
81 in the event of a dispute.

82 8. FURTHER INFORMATION CONCERNING PROPERTY.

83 A. Mineral, oil, gas, water and timber rights.

84 Shall conveyance of this Property include all mineral, oil, gas, water and timber rights? Yes / No

85 If no, please explain: _____
86 _____

87 B. Crops.

88 Crops planted at the time of sale shall:

89 Pass with the land to the buyer OR Remain with the Seller OR Other (please describe):
90 _____

91 C. Leasehold or Tenant's Rights.

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92 There are no leasehold interests or tenant's rights in the subject Property, except as follows:
93 _____
94 _____

95 **D. Licenses or Usage Permits.**

96 No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing,
97 timber, usage rights to hunters, fishermen, or others except as follows:
98 _____
99 _____

100 **E. Utilities.**

101 Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line,
102 across the street, unknown, etc.)

103 Electricity: _____ Gas: _____
104 Municipal Sewer: _____ Municipal Water: _____
105 Telephone: _____ Cable: _____

106 **F. Zoning.**

107 Seller represents that the Property is zoned _____

108 **G. Flood Zone.**

109 Is the Property or any part thereof located in a flood zone?
110 _____
111 _____

112 **H. Exterior Injection Well, Soil Absorption and/or Percolation Test.**

113 **1. Exterior Injection Well.** Does the Seller have knowledge of an exterior injection well being present on the
114 Property? Yes / No

115 **2. Soil Absorption and/or Percolation Test.** Has the Property been tested for soil absorption and/or
116 percolation? If either box is checked, please provide a copy of test results within _____ days of signing
117 Agreement.

118 **I. Subsurface Sewage Disposal.**

119 Has the Property been evaluated for a Sub-Surface Sewage Disposal System? Yes / No

120 If yes, please provide a copy within _____ days of signing Agreement.

121 **J. Survey.**

122 Has the Property been surveyed? Yes / No If yes, please provide a copy of the most recent survey within
123 _____ days of signing Agreement.

124 **K. Special Tax Arrangements.**

125 Is the Property in any special tax arrangement such as Green Belt? Yes / No

126 If yes, please list details: _____
127 _____

128 **L. Foreign/Unnatural Materials on Property.**

129 Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural
130 materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine
131 production, radioactive material or radon on the Property (structure or soil)? Yes / No

132 If yes, please list details, including the substance and its location:
133 _____
134 _____

135 **9. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

136 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this
137 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands
138 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable
139 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that
140 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local
141 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.

142 Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is

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143 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may
144 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.
145 Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this
146 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final
147 sales information to the MLS for the purpose of compiling comparable sales data reports.
148

149 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
150 disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have
151 photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used
152 and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media;
153 and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other
154 copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant
155 license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the
156 Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized
157 to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property
158 which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if
159 such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order
160 for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from
161 Buyers or cooperating brokers, Broker shall follow Seller's lawful instructions on the disclosure of the existence
162 of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)
163

164 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
165 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty
166 deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any.
167 Property is offered without regard to race, creed, color, religion, sex, handicap, familial status, or national origin. A
168 request from Seller to observe discriminatory requirements in the sale or lease of the Property shall not be granted
169 since it is a violation of the law.

170 **10. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

171 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*
172 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*
173 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*
174 *of the following:*

175 *Non United States citizen;*

176 *Non resident alien; or*

177 *Foreign corporation, partnership, trust, or estate*

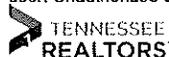
178 *It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

179 **11. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

180 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate.
181 Seller has not advised Broker and/or Broker's affiliated Licensees (hereinafter "Agents") of any defects in the Property or
182 the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the
183 value of the Property, significantly reduce the structural integrity of the improvements on the Property, or the health of
184 future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing
185 data wherein Seller has supplied such information. Seller further agrees to hold Agents and firm harmless and indemnify
186 them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or
187 misrepresentation by Seller and/or for any material fact that is known or should be known by Seller concerning the Property
188 and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fees for Agents and
189 firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn.
190 Code Ann. § 62-13-102) concerning the Property.

191 Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings of the Property. **Seller is responsible**
192 **for compliance with state or federal law regarding usage of video or audio recording devices while marketing or**
193 **showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.**
194 Seller additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key-entry

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195 access to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a lock box on said
196 Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property.
197 Seller represents that adequate insurance shall be kept in force to protect Seller in the event of any damage, losses or claims
198 arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees,
199 salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings thereof.

200 Seller acknowledges and agrees that Broker:

- 201 (a) May show other properties to prospective buyers who are interested in Seller's Property;
- 202 (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the
203 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the
204 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;
205 the availability and cost of utilities, septic or community amenities; conditions existing off the Property which
206 may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable
207 boundaries of school districts or other school information; proposed or pending condemnation actions involving
208 the Property; the appraised or future value of the Property; termites and wood destroying organisms; building
209 products and construction techniques; the tax or legal consequences of a contemplated transaction; matters
210 relating to financing; etc. Seller is hereby advised to seek independent expert advice on any of these or other
211 matters which are of concern to Seller;
- 212 (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this
213 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
214 Tennessee Real Estate Commission Rules; and
- 215 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

216 **12. EXPERT ASSISTANCE.**

217 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an
218 expert in the matters of law, taxation, financing, square footage, acreage, inspections, geological issues, wood destroying
219 organisms, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice
220 to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides
221 names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained
222 by Client.

223 **13. AGENCY.**

224 **A. Definitions.**

- 225 1. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
226 firm and where the context would indicate, the Broker's affiliated licensees.
- 227 2. **Designated Agent for the Seller:** The individual licensee that has been assigned by the Managing Broker and
228 is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion
229 of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer
230 for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best
231 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established
232 without a written agency agreement.
- 233 3. **Facilitator / Transaction Broker (not an agent for either party):** The licensee is not working as an agent for
234 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a
235 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be
236 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any
237 Licensee or company who has not entered into a written agency agreement with either party in the transaction is
238 considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 239 4. **Dual agency:** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
240 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
241 full disclosure to each party and with each party's informed consent.
- 242 5. **Adverse Facts:** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
243 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
244 improvements to real property or present a significant health risk to occupants of the property.

245 6. **Confidentiality:** By law, every licensee is obligated to protect some information as confidential. This includes
246 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
247 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
248 discloses that licensee has an agency relationship with another party, any such information which the consumer
249 THEN reveals must be passed on by the licensee to that other party.

250 **B. Duties owed to all Parties to a Transaction.**

251 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties
252 to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers") unless otherwise
253 provided by law:

- 254 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 255 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;
- 256 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to
257 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both
258 parties in the transaction. This duty of confidentiality extends to any information which the party would
259 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
260 or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency
261 relationship and the closing of the transaction;
- 262 4. To provide services to each party to the transaction with honesty and good faith;
- 263 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
264 might affect such transaction only when such information is available through public records and when such
265 information is requested by a party;
- 266 6. To timely account for earnest money deposits and all other property received from any party to a transaction; and
- 267 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee's immediate family, or on behalf of
268 any other individual, organization or business entity in which licensee has a personal interest without prior
269 disclosure of such personal interest and the timely written consent of all parties to the transaction; and
- 270 B) To refrain from recommending to any party to the transaction the use of services of another individual,
271 organization or business entity in which the licensee has an interest or from whom the licensee may receive a
272 referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate
273 services, without timely disclosure to the party who receives the referral, the licensee's interest in such referral or
274 the fact that a referral fee may be received.

275 **C. Duties owed to Client.**

276 In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or
277 Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

- 278 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
279 between the licensee and licensee's client;
- 280 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation
281 of a transaction and in other activities, except where such loyalty/duty would violate licensee's duties to a
282 customer in the transaction; and
- 283 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
284 the client by:
- 285 A) Scheduling all Property showings on behalf of the client;
- 286 B) Receiving all offers and counter offers and forwarding them promptly to the client;
- 287 C) Answering any questions that the client may have in negotiation of a successful purchase agreement
288 within the scope of the licensee's expertise; and
- 289 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
290 agreement for a successful closing of the transaction.

291 Upon waiver of any of the above duties listed under subsection 12.C.3., a consumer must be advised in writing
292 by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the
293 transaction for the performance of said duties.

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D. Seller's Authorizations

1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Seller can and shall continue to advocate Seller's interests in a transaction even if a Designated Agent for the Buyer (other than the Licensee below) is also associated with Broker. The Managing Broker hereby appoints _____ to be the Designated Agent to the Seller in this transaction.
2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the Licensee named above, as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
3. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and shall not be an advocate for either the Seller or any prospective buyers.
4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or contemplated transaction between these parties is terminated and no further negotiations occur between the parties). At that time, the agent shall immediately revert to Designated Agency status for the Seller.

14. **EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.

15. **TITLE.** Seller warrants Seller is vested with good and marketable title to the Property with full authority to execute this Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

16. OTHER PROVISIONS.

A. Binding Effect, Entire Agreement, Modification, and Assignment. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. Governing Law and Venue. This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

C. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property

D. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

E. Fair Housing. Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property shall not be granted.

17. **LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU**

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346 ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS
347 DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND
348 ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

349 **18. CONFIDENTIALITY.** Information which the Seller authorizes Broker and Broker's affiliated Licensees to disclose
350 which might otherwise be confidential:

351 _____
352 _____
353 _____
354 _____
355 _____
356 _____

357 **19. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made
358 a part of this Agreement:

359 _____
360 _____
361 _____
362 _____

363 **20. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall control:

364 _____
365 _____
366 _____
367 _____
368 _____
369 _____
370 _____

371 **NOTE:** Any provisions of this Agreement which are preceded by a "☐" must be marked if a part of this Agreement.

372 The party(ies) below have signed and acknowledge receipt of a copy.

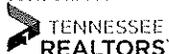
373 _____	_____
374 BY: Broker or Licensee Authorized by Broker	BROKER/FIRM
375 _____ at _____ o'clock ☐ am/ ☐ pm	_____
376 Date	Address
377 _____	Phone: _____
378 Print/Type Name	Email: _____

379 The party(ies) below have signed and acknowledge receipt of a copy.

380 _____	_____
381 SELLER/OWNER	SELLER/OWNER
382 _____	_____
383 Print/Type Name	Print/Type Name
384 _____ at _____ o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
385 Date	Date
386 _____	_____
387 Address	Address
388 Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
389 _____ (W) Email: _____	_____ (W) Email: _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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LOT/LAND EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Seller Agency)

1 **BROKER (listing company):** _____
2 **ADDRESS OF COMPANY:** _____
3 **OWNER / SELLER:** _____
4 **ADDRESS OF OWNER / SELLER:** _____

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** _____
9 (Address) _____ (City), Tennessee _____ (Zip) as recorded in
10 _____ County Register of Deeds Office, _____ deed book(s) _____
11 page(s), and/or _____ instrument number, and further described as:
12 _____
13 with an estimated acreage of _____ ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**
15 _____
16 _____
17 _____

18 **B. Items that shall NOT remain with the Property:**
19 _____
20 _____
21 _____

22 **2. THE LISTING PRICE \$** _____ (_____ Dollars).
23 This price is based (select one):
24 for entire Property as a tract and not by the acre; or
25 per acre with the sales price to be determined by the actual amount of acreage of the Property, \$ _____
26 per acre based on a current or mutually acceptable survey; or
27 for entire Property as a tract but with the sales price to be adjusted upward or downward at \$ _____ per acre
28 in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey should
29 vary more or less than _____ acre(s) from the _____ estimated acreage.

30 **3. TERM.**
31 This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date") through
32 _____, 20____ ("Listing Expiration Date"). If a contract to purchase, exchange or lease is signed before
33 this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale Agreement, exchange
34 agreement, or lease agreement.

35 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale
36 to the general public on the Effective Date

37 OR
38 on the _____ day of _____, 20____.

39 **Carry-Over Clause.** Should Seller contract to sell or exchange, or contract to lease the Property within _____ days
40 after the Listing Expiration Date of this Exclusive Right to Sell Listing Agreement ("Agreement") to any Buyer/Tenant
41 (or anyone acting on Buyer's/Tenant's behalf) who has been introduced to the Property, directly or indirectly, during the
42 term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to
43 any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a

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44 result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another
45 licensed real estate broker at the time of such contract.

46 4. **TERMS** of sale acceptable to Seller (such as USDA, Conventional, etc.): _____

47 5. **POSSESSION OF PROPERTY** to be delivered: _____

48 6. **SELLER CONCESSIONS.** Seller is hereby notified that a buyer may request certain concessions in any offer to
49 purchase. These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses,
50 buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

51 7. **COMPENSATION.**

52 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY**
53 **NEGOTIABLE.**

54 **Compensation to Broker for Sale:** A total of \$ _____, or _____% compensation based on the total sales price
55 shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of
56 warranty deed and payment of purchase price which includes, but is not limited to, payment of purchase price in full,
57 execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing"). In any
58 exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of both
59 properties.

60 **Cooperating Compensation:** Broker is authorized to offer a cooperative compensation in the amount of
61 \$ _____ or _____% of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent
62 who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction.
63 **This percentage shall be taken from the percentage agreed to be paid to Listing Broker.**

64 **Compensation to Broker for Lease:** In the event that the Property is leased under the terms of this Agreement, Seller
65 agrees to pay a total of \$ _____, or _____% compensation based upon the monthly rental amount and
66 which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the
67 terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease
68 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease.
69 This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the
70 Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described
71 herein, Seller agrees to pay Broker at the time of Closing any remaining compensation based upon future rental payments
72 and/or any compensation that may be due under the terms of this Listing Agreement.

73 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to
74 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the
75 Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an
76 amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease
77 been fulfilled. Such compensation shall be payable without demand. Should the Broker consent to release the Listing
78 prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to
79 market Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may
80 be due to Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real
81 estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties
82 hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a
83 defense in the event of a dispute.

84 8. **FURTHER INFORMATION CONCERNING PROPERTY.**

85 **A. Mineral, oil, gas, water and timber rights.**

86 Shall conveyance of this Property include all mineral, oil, gas, water and timber rights? Yes / No

87 If no, please explain: _____

88 _____

89 **B. Crops.**

90 Crops planted at the time of sale shall:

91 Pass with the land to the buyer OR Remain with the seller OR Other (please describe):

92 _____

93 **C. Leasehold or Tenant's Rights.**

94 There are no leasehold interests or tenant's rights in the subject Property, except as follows:

95 _____

96 _____

97 **D. Licenses or Usage Permits.**
98 No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing,
99 timber, usage rights to hunters, fishermen, or others except as follows:
100 _____
101 _____

102 **E. Utilities.**
103 Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line,
104 across the street, unknown, etc.)

105 Electricity: _____ Gas: _____
106 Municipal Sewer: _____ Municipal Water: _____
107 Telephone: _____ Cable: _____

108 **F. Zoning.**
109 Seller represents that the Property is zoned _____

110 **G. Flood Zone.**
111 Is the Property or any part thereof located in a flood zone?
112 _____
113 _____

114 **H. Exterior Injection Well, Soil Absorption and/or Percolation Test.**
115 **1. Exterior Injection Well.** Does the Seller have knowledge of an exterior injection well being present on the
116 property? Yes / No
117 **2. Soil Absorption and/or Percolation Test.** Has the Property been tested for soil absorption and/or
118 percolation? If either box is checked, please provide a copy of test results within _____ days of signing
119 Agreement.

120 **I. Subsurface Sewage Disposal.**
121 Has the Property been evaluated for a Sub-Surface Sewage Disposal System? Yes / No
122 If yes, please provide a copy within _____ days of signing Agreement.

123 **J. Survey.**
124 Has the Property been surveyed? Yes / No If yes, please provide a copy of the most recent survey within
125 _____ days of signing Agreement.

126 **K. Special Tax Arrangements.**
127 Is the Property in any special tax arrangement such as Green Belt? Yes / No
128 If yes, please list details: _____
129 _____

130 **L. Foreign/Unnatural Materials on Property.**
131 Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural
132 materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine
133 production, radioactive material or radon on the Property (structure or soil)? Yes / No
134 If yes, please list details, including the substance and its location:
135 _____
136 _____

137 **9. RESPONSIBILITIES AND RIGHTS OF THE PARTIES**

138 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this
139 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands
140 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable
141 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that
142 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local
143 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.
144 Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is
145 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may
146 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.
147 Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this
148 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final
149 sales information to the MLS for the purpose of compiling comparable sales data reports.

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150 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
151 disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have
152 photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used
153 and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media;
154 and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other
155 copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant
156 license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the
157 Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized
158 to receive on behalf of Seller, all notices, offers, and other documents incidental to the offering and sale of the Property
159 which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if
160 such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order
161 for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from Buyers
162 or cooperating brokers, Broker shall follow Seller's lawful instructions on the disclosure of the existence of any offer
163 and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)

164 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
165 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to
166 such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. Property is
167 offered without regard to race, creed, color, religion, sex, handicap, familial status or national origin. A request from Seller
168 to observe discriminatory requirements in the sale or lease of the Property shall not be granted since it is a violation of the
169 law.

170 **10. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

171 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*
172 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*
173 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*
174 *of the following:*

175 *Non United States citizen;*

176 *Non resident alien; or*

177 *Foreign corporation, partnership, trust, or estate*

178 *It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

179 **11. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

180 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate.
181 Seller has not advised Broker and/or Broker's affiliated Licensees (hereinafter "Agents") of any defects in the Property or
182 the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the
183 value of or the structural improvements on the Property or the health of future occupants. Seller agrees that Seller shall be
184 solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied such information.
185 Seller further agrees to hold Agents and firm harmless and indemnify them from any claim, demand, action, liability or
186 proceedings resulting from any omission, alleged omission or misrepresentation by Seller and/or for any material fact that
187 is known or should be known by Seller concerning the Property and that is not disclosed to Agents and to provide for
188 defense costs including reasonable attorney's fees for Agents and firm in such an event. Seller is not aware of any other
189 defect, environmental factors or adverse facts (as defined in Tenn. Code Ann. § 62-13-102) concerning the Property.

190 Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings of the Property. **Seller is responsible**
191 **for compliance with state or federal law regarding usage of video or audio recording devices while marketing or**
192 **showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.**
193 Seller additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key-entry
194 access to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a lock box on said
195 Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property.
196 Seller represents that adequate insurance shall be kept in force to protect Seller in the event of any damage, losses or claims
197 arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees,
198 salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, or otherwise
199 authorized entry thereof.

200 Seller acknowledges and agrees that Broker:

201 (a) May show other properties to prospective buyers who are interested in Seller's Property;

- 202 (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the
203 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the
204 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;
205 the availability and cost of utilities, septic or community amenities; conditions existing off the Property which
206 may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable
207 boundaries of school districts or other school information; proposed or pending condemnation actions involving
208 the Property; the appraised or future value of the Property; termites and wood destroying organisms; building
209 products and construction techniques; the tax or legal consequences of a contemplated transaction; matters
210 relating to financing; etc. Seller acknowledges that Broker is not an expert with respect to the above matters and
211 is hereby advised to seek independent expert advice on any of these or other matters which are of concern to
212 Seller;
- 213 (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this
214 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
215 Tennessee Real Estate Commission Rules; and
- 216 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

217 **12. EXPERT ASSISTANCE.**

218 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an
219 expert in the matters of law, taxation, financing, square footage, acreage, inspections, geological issues, wood destroying
220 organisms, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice
221 to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides
222 names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained
223 by Client.

224 **13. AGENCY.**

225 **A. Definitions.**

- 226 1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
227 firm and where the context would indicate, the Broker's affiliated licensees.
- 228 2. **Agent for the Seller.** The licensee's company is working as an agent for the Property Seller and owes primary
229 loyalty to the Seller. Even if the licensee is working with a prospective Buyer to locate property for sale, rent, or
230 lease, the licensee and licensee's company are legally bound to work in the best interests of any Property Owners
231 whose Property is shown to this prospective Buyer. An agency relationship of this type cannot, by law, be
232 established without a written agency agreement.
- 233 3. **Designated Agent for the Seller.** The individual licensee that has been assigned by the Managing Broker and is
234 working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion
235 of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer
236 for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best
237 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established
238 without a written agency agreement.
- 239 4. **Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for
240 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a
241 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be
242 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any
243 licensee or company who has not entered into a written agency agreement with either party in the transaction is
244 considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 245 5. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
246 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
247 full disclosure to each party and with each party's informed consent.
- 248 6. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
249 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
250 improvements to real property or present a significant health risk to occupants of the property.
- 251 7. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
252 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
253 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
254 discloses that licensee has an agency relationship with another party, any such information which the consumer
255 THEN reveals must be passed on by the licensee to that other party.

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B. Duties owed to all Parties to a Transaction.

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise provided by law:

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A) To refrain from engaging in self-dealing or acting on behalf of licensee’s immediate family, or on behalf of any other individual, organization or business entity in which licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the licensee has an interest or from whom the licensee may receive a referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate services, without timely disclosure to the party who receives the referral, the licensee’s interest in such referral or the fact that a referral fee may be received.

C. Duties owed to Client.

In addition to the above, the licensee has the following duties to Client if the Licensee has become an Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the licensee and licensee’s client;
2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a customer in the transaction; and
3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist the client by:
 - A) Scheduling all Property showings on behalf of the client;
 - B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the licensee’s expertise; and
 - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties contained in subsection 12.C.3., a consumer must be advised in writing by such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of the above.

D. Seller’s Authorizations.

1. **Default to Facilitator.** Seller hereby authorizes Broker and Listing Licensee to default to Facilitator status (representing the interests of neither the Seller nor the Buyer) in any Property showings, negotiations, or transactions, in which the Listing Licensee may also have a representation agreement with the Buyer. In such event, Agent shall immediately notify (verbally) both the Buyer and the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As a

306 Facilitator, Broker and Broker's licensee may assist the parties and provide information in subsequent
307 negotiations in that transaction. Upon any default to Facilitator status, the Broker and Broker's licensee must
308 assume a neutral position and shall not be an advocate for either the Buyer or Seller.

309 2. **Resumption of Agency Status.** In the event that Broker and Listing Licensee default to a Facilitator status, this
310 Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or
311 contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the
312 transaction is closed or contemplated transaction between the parties is terminated or not accepted and no further
313 negotiations occur between the parties). At that time, the Broker and Listing Licensee shall immediately revert
314 back to their status as Agent for the Seller.

315 14. **EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust
316 money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee
317 account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease,
318 exchange, or option agreement until disbursed in accordance with the terms of said agreement.

319 15. **TITLE.** Seller warrants Seller is vested with good and marketable title to the Property with full authority to execute this
320 Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

321 16. **OTHER PROVISIONS.**

322 A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
323 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
324 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
325 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
326 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
327 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

328 B. **Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be
329 governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

330 C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
331 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
332 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
333 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
334 determined by the location of Property.

335 D. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
336 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
337 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

338 E. **Fair Housing.** Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed,
339 religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe
340 discriminatory practices in the sale, lease, exchange, or option of Property shall not be granted.

341 17. **LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND**
342 **OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY.**
343 **NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU**
344 **ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS**
345 **DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND**
346 **ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

347 18. **CONFIDENTIALITY.** Information which Seller authorizes Broker and Broker's affiliated Licensees to disclose which
348 might otherwise be confidential:

349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____

356 19. **EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made
357 a part of this Agreement:

358 _____
359 _____

360 _____
361 _____
362 _____
363 _____
364 _____
365 _____
366 _____

367 **20. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall control:

368 _____
369 _____
370 _____
371 _____
372 _____
373 _____
374 _____
375 _____

376 **NOTE:** Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.

377 The party(ies) below have signed and acknowledge receipt of a copy.

378 _____
379 **BY: Broker or Licensee Authorized by Broker** **BROKER/FIRM**
380 _____ at _____ o'clock □ am/ □ pm
381 Date Address
382 Phone: _____
383 Print/Type Name Email: _____

384 The party(ies) below have signed and acknowledge receipt of a copy.

385 _____
386 **SELLER/OWNER** **SELLER/OWNER**
387 _____
388 Print/Type Name Print/Type Name
389 _____ at _____ o'clock □ am/ □ pm _____ at _____ o'clock □ am/ □ pm
390 Date Date
391 _____
392 Address Address
393 Phone: _____ (H) _____ (Cell) Phone: _____ (H) _____ (Cell)
394 _____ (W) Email: _____ _____ (W) Email: _____

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EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Designated Agency)

1 Broker/Firm: _____

2 Address of Firm: _____

3 Buyer: _____

4 **1. TERM.**

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, this Agreement is entered into on this _____ day of
7 _____, 20__ (“Effective Date”) by and between the undersigned
8 _____ (“Client” or “Buyer”) and Firm/Broker of
9 _____ (“Broker”), Broker shall act as Client’s
10 exclusive agent to locate property for Client’s purchase, lease, exchange or option (collectively “Purchase”) during the
11 term of this agreement, and to advocate the Client’s best interests in the negotiation of terms and conditions of any such
12 Purchase. This Buyer Representation Agreement (“Agreement”) begins on the Effective Date and terminates at 11:59 p.m.
13 local time on _____, _____, or at the closing (or in the case of a lease, the date of possession) of
14 any Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease is signed before
15 this Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales Agreement,
16 exchange agreement, or lease agreement.

17 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

18 **A. General Description, Size and Location:** _____

19 _____

20 **B. Price Range & Terms:** _____

21 **C. Sources to be Searched for Property:** _____

22 _____

23 **D. Other Terms/Conditions:** _____

24 **E. Properties Specifically Exempted from this Agreement:** _____

25 _____

26 **3. CLIENT DUTIES.**

27 Buyer agrees:

28 **A. To Purchase property exclusively through Broker during the term of this Agreement;**

29 **B. To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client’s ability**
30 **to Purchase;**

31 **C. That Client is not under an exclusive right to buy contract or exclusive buyer representation agreement with any other**
32 **agent at this time;**

33 **D. Termination.** Should the Broker consent to release this Representation Agreement prior to the expiration of the term
34 of this Agreement or any extensions, Buyer agrees to pay all costs incurred by Broker or other amount as agreed to by
35 the parties as a cancellation fee, in addition to any other sums that may be due to Broker.

36 **E. Carry-Over Clause.** Should the Buyer contract to buy or exchange, or contract to lease a property within _____
37 days after the expiration of this Agreement with any Seller/Landlord (or anyone acting on Seller’s/Landlord’s behalf)
38 who has been introduced to Buyer, directly or indirectly, during the term hereof, as extended, the Buyer agrees to pay
39 the compensation as set forth below. This carry-over clause shall not apply if the Buyer is subject to a buyer’s
40 representation agreement with another licensed real estate broker at the time of such contract.

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41 F. That Client has reviewed this Agreement and agrees with the terms herein.

42 4. **COMPENSATION.**

43 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY**
44 **NEGOTIABLE.**

- 45 A. **Compensation for Broker's Services:** Broker shall be compensated an amount of \$ _____ or _____%
46 based on the total sale price in consideration of Broker's services as described herein.
- 47 B. **Compensation from Seller:** Buyer authorizes Broker to negotiate with the Seller and/or the Seller's agent for this
48 fee, the payment of which shall be fully disclosed to Buyer.
- 49 C. **Difference:** In the event that the amount of any cooperating compensation paid by Seller or Seller's broker is
50 less than the amount listed above, Buyer agrees to pay Broker the difference at closing.
- 51 D. **Compensation if Buyer Leases:** In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay
52 Broker a total of \$ _____ in compensation unless otherwise stated herein.
- 53 E. **Cap on Compensation:** If Broker is an MLS participant, Broker shall not receive compensation from any source that
54 exceeds the amount listed above.
- 55 F. **VA Buyer:** In the event the buyer broker compensation herein is considered a non-allowable pursuant to VA
56 guidelines and thus cannot be paid by Buyer, this obligation is waived by Broker.
- 57 G. Broker's fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of
58 an option for any property(ies) as described above and is due at the closing of any such transaction or upon possession
59 of property unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for
60 sale, lease, exchange or exercised option, Broker's fee shall be due on the date of default. Buyer agrees to pay all
61 reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any
62 of Buyer's obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair
63 and equitable and neither party shall assert the lack of mutuality of remedies as a defense in the event of a dispute.
- 64 H. The payment of any fee by Seller shall not make Broker either the Agent or Subagent of the Seller.
- 65 I. If Client utilizes the services of another real estate broker or deals solely with a Seller's Agent or the Seller directly at
66 any time during the effective period of this Agreement and/or any extensions thereof and then enters into an agreement
67 with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission to the Broker
68 provided herein.

69 5. **AGENCY.**

70 A. **Definitions**

- 71 1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
72 firm and where the context would indicate, the Broker's affiliated licensees, including but not limited to the
73 Designated Agent.
- 74 2. **Designated Agent for the Buyer.** The individual licensee that has been assigned by the Managing Broker and
75 is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other
76 licensees in the company. Even if someone else in the licensee's company represents a Seller of a prospective
77 property, the Designated Agent for the Buyer shall continue to work as an advocate for the best interests of the
78 Buyer. An agency relationship, by law, can only be established by a written agency agreement.
- 79 3. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for
80 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a
81 transaction but cannot be considered a representative or advocate of either party. By law, any licensee or company
82 who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator
83 or Transaction Broker until such time as an agency agreement is established.
- 84 4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
85 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
86 full disclosure to each party and with each party's informed consent.
- 87 5. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
88 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
89 improvements to real property or present a significant health risk to occupants of the property.
- 90 6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
91 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the

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92 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
93 discloses that licensee has an agency relationship with another party, any such information which the consumer
94 THEN reveals must be passed on by the licensee to that other party. Buyer understands that there is a possibility
95 that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
96 unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

97 **B. Duties owed to all Parties to a Transaction.**

98 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties
99 to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers") unless otherwise
100 provided by law:

- 101 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 102 2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
- 103 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to
104 disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both
105 parties in the transaction. This duty of confidentiality extends to any information that the party would reasonably
106 expect to be held in confidence, except for information which the party has authorized for disclosure or
107 information required by law to be disclosed;
- 108 4. To provide services to each party to the transaction with honesty and good faith;
- 109 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
110 might affect such transaction only when such information is available through public records and when such
111 information is requested by a party;
- 112 6. To give timely account for earnest money deposits and all other property received from any party to a transaction;
113 and
- 114 7. A. To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf
115 of any other individual, organization or business entity in which Licensee has a personal interest without
116 prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
117 B. To refrain from recommending to any party to the transaction the use of services of another individual,
118 organization or business entity in which the Licensee has an interest or from whom the Licensee may receive
119 a referral fee or other compensation for the referrals, other than referrals to other Licensees to provide real
120 estate services, without timely disclosing to the party who receives the referral, the Licensee's interest in
121 such referral or the fact that a referral fee may be received.

122 **C. Duties Owed to Client.**

123 In addition to the above, the Licensee has the following duties to Client if the Licensee has become an agent or
124 Designated Agent in a transaction:

- 125 1. Obey all lawful instructions of the Client when such instructions are within the scope of this agency agreement
126 between the Licensee and the Buyer/Client;
- 127 2. Be loyal to the interests of the Client. A Licensee must place the interests of the Client before all others in
128 negotiation of a transaction and in other activities, except where such loyalty duty would violate Licensee's duties
129 to a customer in the transaction; and
- 130 3. Unless the following duties are specifically and individually waived in writing by a Client, Licensee shall assist
131 the Client by:
 - 132 A. Scheduling all property showings on behalf of the Client;
 - 133 B. Receiving all offers and counter offers and forwarding them promptly to the Client;
 - 134 C. Answering any questions that the Client may have in negotiation of a successful purchase within the scope
135 of the Licensee's expertise; and
 - 136 D. Advising the Client as to whatever forms, procedures and steps are needed after execution of the purchase
137 agreement for a successful closing of the transaction.

138 Upon Waiver of any of the above duties listed under subsection 4.C.3., the Client may not expect or seek
139 assistance from any other licensees in the transaction for the performance of said duties.

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140 **D. Agent Disclosure.** Pursuant to Tennessee Real Estate Commission Rule 1260-2-.36, Broker must disclose certain
141 things to Client prior to the execution of this Agreement. Client hereby agrees that Broker has disclosed the following
142 and that this Agreement constitutes written confirmation of same:

143 During the effective period of this Agreement:

- 144 1. Client should not contact listing agents directly and should make all arrangements to view and inspect
145 property through Broker;
- 146 2. In the event Client comes into contact with a Seller's Agent(s) (for example, at an open house viewing),
147 Client shall immediately inform the Seller's Agent(s) that Client is represented by Broker; and
- 148 3. If Client purchases property(ies) covered by this Agreement through another real estate licensee or a Seller's
149 Agent(s) or directly from a Seller, Client understands that Client still owes a commission to the Broker as set
150 forth in this Agreement.

151 **E. Buyer's Authorizations.**

- 152 1. **Appointment of Designated Agent.** Buyer hereby authorizes Managing Broker to appoint the Selling Licensee
153 as Designated Agent for the Buyer, to the exclusion of any other licensees associated with Broker. A Designated
154 Agent for the Buyer can and shall continue to advocate Buyer's interests in a transaction even if a Designated
155 Agent for the Seller (other than the Licensee listed below) is also associated with Broker. The Managing Broker
156 hereby appoints _____ to be the Designated
157 Agent for the Buyer in this transaction.
- 158 2. **Appointment of Subsequent Designated Agent.** Buyer hereby authorizes the Managing Broker, if necessary,
159 to appoint a licensee, other than the Licensee named above, as Designated Agent for the Buyer, to the exclusion
160 of any other licensees associated with Broker. This shall be accomplished through an amendment to this
161 Agreement, if necessary.
- 162 3. **Default to Facilitator in the event that both parties are represented by the same Designated Agent.** The
163 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated*
164 *Agent for both the Buyer and a prospective Seller*, immediately notifying (verbally) the Buyer and the Seller of
165 the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon
166 any default to Facilitator status, the former Designated Agent must assume a neutral position and shall not be an
167 advocate for either the Buyer or any prospective Seller.
- 168 4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this
169 Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or
170 contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because
171 the transaction is closed or the transaction or contemplated transaction is terminated or not accepted and no further
172 negotiations occur between the parties). At that time, the Agent shall immediately revert back to Designated
173 Agency status for the Buyer.

174 **6. CONFIDENTIALITY.**

175 Information which the Buyer authorizes Broker and Broker's affiliated Licensees to disclose which might otherwise be
176 confidential: _____
177 _____

178 **7. EARNEST MONEY/TRUST MONEY.**

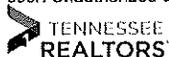
179 Broker is authorized to accept a deposit of earnest money/trust money to be applied to the purchase price for a property.
180 Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as
181 set forth in an executed contract for purchase, lease, exchange or option agreement until disbursed in accordance with the
182 terms of said agreement.

183 **8. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

184 Buyer acknowledges and agrees that Broker and Designated Agent:

- 185 A. May show the same properties to other prospective buyers;
- 186 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the
187 insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or any
188 item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect
189 property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or cost
190 of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities,

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191 septic or community amenities; conditions existing off a property which may affect said property; proposed or pending
192 condemnation actions involving the property; uses and zoning of a property, whether permitted or proposed; for
193 applicable boundaries of school districts or other school information; termites and wood destroying organisms;
194 building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters
195 relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges that Broker is not an
196 expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these or
197 other matters which are of concern to Buyer;

198 C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this
199 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee
200 Real Estate Commission Rules; and

201 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

202 E. **Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical**
203 **movements or audio conversations. Therefore, Buyers should limit making comments concerning the value,**
204 **features, or condition while viewing any property.**

205 9. SANCTIONED FOREIGN BUSINESSES, GOVERNMENTS, AND NONRESIDENT ALIENS.

206 Buyer is hereby notified that Pursuant to Tenn. Code Ann. §66-2-301, et seq., a sanctioned nonresident alien, sanctioned
207 foreign business or sanctioned foreign government or an agent, trustee, or fiduciary thereof shall not purchase or otherwise
208 acquire real property in this state if the country where the sanctioned nonresident alien resides, the sanctioned foreign
209 business is located, or the official sanctioned foreign government representing the country, or agents, trustees, of fiduciaries
210 thereof is on the Office of Foreign Assets Control of the U.S. Department of Treasury's sanctions programs and country
211 information list.

212 Buyer warrants Buyer is not a sanctioned nonresident alien as defined in Tenn. Code Ann. §66-2-301 and is not an agent,
213 trustee, or fiduciary of a sanctioned foreign business or sanctioned foreign government as defined in Tenn. Code Ann. §66-
214 2-301.

215 10. EXPERT ASSISTANCE.

216 While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry
217 and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood
218 destroying organisms, surveying, structural conditions, geological issues, hazardous materials, engineering, etc. Client
219 acknowledges Broker's advice to seek professional assistance and advice in these and other areas of professional expertise
220 as needed. If Broker or licensees associated with Broker provide names or sources to Client for such advice or assistance,
221 those services and / or products are not warranted or guaranteed by the Broker or the Licensees associated with Broker.

222 11. OTHER PROVISIONS.

223 A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
224 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
225 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
226 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
227 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
228 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

229 B. **Governing Law and Venue.** This Agreement is intended as a contract for buyer's agency representation and shall
230 be governed by and interpreted in accordance with the laws and in the courts of the state of Tennessee.

231 C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
232 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
233 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
234 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
235 determined by the location of the Firm.

236 D. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
237 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
238 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

239 E. **Fair Housing.** Broker and Designated Agent shall provide services without regard to race, color, creed, religion, sex,
240 handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory
241 practices in the sale, lease, exchange, or option of property shall not be granted.

242 **12. LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND
243 OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY.
244 NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU
245 ANY ADVICE CONCERNING THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING
246 THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND
247 ACKNOWLEDGE RECEIPT OF THIS AGREEMENT.

248 **13. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are
249 made a part of this Agreement.

250 _____
251 _____
252 _____
253 _____
254 _____
255 _____

256 **14. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall control:

257 _____
258 _____
259 _____
260 _____
261 _____
262 _____

263 The party(ies) below have signed and acknowledge receipt of a copy.

264 _____ 265 BY: Broker or Licensee Authorized by Broker	_____
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	BROKER/FIRM
266 Date	_____
267 _____	Address
268 _____	Phone: _____
269 Print/Type Name	_____

270 The party(ies) below have signed and acknowledge receipt of a copy.

271 _____	_____
272 BUYER	BUYER
273 _____	_____
274 Print/Type Name	Print/Type Name
275 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
276 Date	Date
277 _____	_____
278 Address	Address
279 Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
280 _____ (W) Email: _____	_____ (W) Email: _____

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