

# NOTIFICATION

1 This is NOTIFICATION from the  Seller (Notifying Party) to Buyer OR  Buyer (Notifying Party) to Seller.  
2 This NOTICE is hereby tendered in accordance with the provisions of that certain Purchase and Sale Agreement  
3 for the purchase and sale of real property located at:  
4 \_\_\_\_\_

5 with a

6  Binding Agreement Date of \_\_\_\_\_ OR  Offer Date of \_\_\_\_\_

7 **CHECK THE BOX(ES) THAT APPLY:**

8 **Notification from Buyer to Seller:**

9  1. Buyer has made application for loan and is notifying Seller and/or Seller's Representative of the name and  
10 contact information of the Lender. Buyer has also instructed Lender to order and has paid for the credit  
11 report. Lender's name and contact information is:  
12 \_\_\_\_\_  
13 \_\_\_\_\_

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

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

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

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

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

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

28  8. Buyer has changed lenders and is notifying Seller that the new Lender's name and contact information is:  
29 \_\_\_\_\_  
30 \_\_\_\_\_

31  9. Buyer warrants and represents the following:

32  Buyer has secured evidence of hazard insurance which shall be effective at Closing and has provided  
33 Seller with the name of the hazard insurance company:  
34 \_\_\_\_\_ .

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

- 37  Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- 38  10. Title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey,  
39 or other information has disclosed the following material defects:

40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_

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

- 44  11. Material defects disclosed from title examination, closing or loan survey pursuant to Tenn. Code Ann. §  
45 62-18-126, boundary line survey, or other information have not been remedied prior to the Closing Date or  
46 any extension thereof resulting in the termination of the Purchase and Sale Agreement. Buyer is hereby  
47 requesting refund of Earnest Money/Trust Money.
- 48  12. Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale  
49 Agreement and is exercising Buyer's right to immediately **TERMINATE** the Purchase and Sale Agreement  
50 with all Earnest Money/Trust Money refunded to Buyer. **This Notification hereby serves as NOTICE**  
51 **OF TERMINATION of the Purchase and Sale Agreement and WRITTEN DEMAND FOR**  
52 **DISTRIBUTION OF EARNEST MONEY/TRUST MONEY to the Buyer.** Buyer is hereby providing  
53 a list of written specified objections which Buyer has discovered in good faith.

54 LIST OF SPECIFIED OBJECTIONS:

55 \_\_\_\_\_  
56 \_\_\_\_\_  
57 \_\_\_\_\_

- 58  13. Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale  
59 Agreement and **ACCEPTS the Property in its present AS IS condition** with any and all faults and no  
60 warranties expressed or implied. Seller has no obligation to make repairs. However, Buyer has not waived  
61 Buyer's rights under the Final Inspection paragraph of the Purchase and Sale Agreement.
- 62  14. Buyer **WAIVES any and all inspection** contingencies available under the Inspection section of the  
63 Purchase and Sale Agreement except as to the Final Inspection section of the Purchase and Sale Agreement.
- 64  15. Pursuant to the First Right of Refusal Addendum, Buyer has listed their home with a licensed real estate  
65 broker and the home is advertised in a Multiple Listing Service, where applicable. See proof of listing  
66 attached to this form.
- 67  16. Buyer **WITHDRAWS** all offers and/or counter offers.
- 68  17. Buyer is exercising Buyer's right to **TERMINATE** this Agreement due to Seller's failure to complete  
69 agreed upon repairs by the Completion of Repairs Deadline or the Final Inspection in the event no  
70 Completion of Repairs Deadline was established. **This notification hereby serves as NOTICE OF**  
71 **TERMINATION of the Purchase and Sale Agreement and WRITTEN DEMAND FOR**  
72 **DISTRIBUTION OF EARNEST MONEY/TRUST MONEY to the Buyer.**
- 73  18. **Buyer has assigned Buyer's equitable interest in Property to a subsequent purchaser. The**  
74 **effective date of the assignment is: \_\_\_\_\_.**
- 75  19.  
76 OTHER: \_\_\_\_\_  
77 \_\_\_\_\_  
78 \_\_\_\_\_  
79 \_\_\_\_\_

80 **CHECK THE BOX(ES) THAT APPLY:**

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81 **Notification from Seller to Buyer:**

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

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124 Multiple Listing Service, where applicable. However, Buyer failed to do so within one (1) day. Seller is  
125 hereby exercising Seller's right to terminate this Agreement.

126  35. For new construction only, Seller hereby notifies Buyer that the improvements are substantially  
127 completed. Buyer shall cause to be conducted any inspection provided in the New Construction Purchase  
128 and Sale Agreement.

129  36. For new construction only, Seller hereby notifies Buyer of a delay caused by  
130 \_\_\_\_\_  
131 \_\_\_\_\_ as provided in the Delays Section of the New  
132 Construction Purchase and Sale Agreement.

133  37. For Back-Up Agreement Contingencies only, Seller hereby notifies Buyer that the Primary Agreement  
134 has been terminated or is null and void. Buyer's Back-Up Agreement has moved into a primary position.

135  38. Seller **WITHDRAWS** all offers and/or counter offers.

136  39. OTHER:  
137 \_\_\_\_\_  
138 \_\_\_\_\_  
139 \_\_\_\_\_  
140 \_\_\_\_\_

141 _____	_____
<b>NOTIFYING PARTY (Buyer/Seller Signature)</b>	<b>NOTIFYING PARTY (Buyer/Seller Signature)</b>
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
<b>Date</b>	<b>Date</b>

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