

2009 GAR Forms Changes



Basic Common Changes:

- *Index revised due to new, revised and deleted Forms and Special Stipulations.
- *Table of Context revised due to new, revised and deleted Forms and Special Stipulations.
- *All Date fields within all of the GAR Forms have been revised.
- *ALL GAR forms have all underwent minor formatting and spacing revisions.

Important universal changes among the contracts:

- ❖ Notice paragraph (found in Form's F1, F2, F4, F5, F7, F8, F9, F10, CF1, CF7, CF8) has been changed to the following:

Notices

A. **Communications Regarding Real Estate Transactions.** Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement Client agrees to remain reasonably available to receive communications from Broker.

B. **Notices between Broker and Client Regarding this Agreement.** Client and Broker agree that communications and notices between them regarding the terms of this Agreement (and excluding real estate transactions with which the parties may be involved) shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.

C. Client Contact Information

The contact information of Client(s) is set forth below:

Client Name

Address for Receiving Notice

Client Name

Address for Receiving Notice

Business Telephone: _____

Home Telephone: _____

Cell Phone: _____

Facsimile Number: _____

E-mail Address: _____

Business Telephone: _____

Home Telephone: _____

Cell Phone: _____

Facsimile Number: _____

E-mail Address: _____

Client agrees to immediately update Broker of any changes to the above referenced information.

- ❖ "GAR Forms" paragraph has been changed to the following:

GAR Forms. The Georgia Association of REALTORS®, Inc. ("GAR") makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS® with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation addendum, exhibit or amendment thereto.

- ❖ All references to "business day(s)" in the contract has been changed to "banking day(s)"

The following pages will list the changes to the forms in the entire GAR Form Library. Paragraph numbers on the left are the original numbers of the ¶'s in the 2008 forms.

F1 Exclusive Seller Listing Agreement

- ¶ 1 Added "TAXID/PIN # _____" after Zip Code
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "...the following deed book or plat book, if filled in below:"
Created a section C. for Legal Description if the Property is a condominium unit.
- ¶ 3 Now Paragraph 15 (Independent Contractor Agreement).
Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 4 Now Paragraph 3 (Broker's Duties to Seller).
- ¶ 5 Now Paragraph 4 (Seller's Duties).
- ¶ 6 Now Paragraph 5 (Marketing)
Section C – First sentence revised to say "Broker agrees to file this listing with the following multiple listing service(s):"
- ¶ 7 Now Paragraph 6 (Commission).
In section C – Language revised and modified
- ¶ 8 Now Paragraph 9 (Limits on Broker's Authority and Responsibility).
In section F. added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars" to the end of the sentence.
- ¶ 9 Now Paragraph 16 (Extension).
- ¶ 10 Now Paragraph 8 (Seller's Property Disclosure).
Added "Broker is hereby authorized to distribute the same to prospective buyers interested in Property."
- ¶ 11 Now Paragraph 10 (Disclosures).
- ¶ 12 Now Paragraph 11 (Disclosure of Potentially Fraudulent Activities).
- ¶ 13 Now Paragraph 12 (Broker's Policy on Agency).
- ¶ 14 Now Paragraph 13 (Dual Agency Disclosure).
- ¶ 15 Now Paragraph 14 (Designated Agency Disclosure).
- ¶ 16 Deleted (Receipt of Faxes and Telephone Calls)
- ¶ 17 Deleted (See below "new Notice Paragraph" added)
- ¶ 18 Now Paragraph 7 (Seller Default).
Language in paragraph was revised and modified.
- ¶ 19 Now Paragraph 18 (Governing Law).
- ¶ 20 Now Paragraph 19 (Entire Agreement).
- ¶ 21 Now Paragraph 17 (No Imputed Knowledge).
- ¶ 22 Now Paragraph 20. New "GAR Forms" language.
- *** New Notice Paragraph added. Added as Paragraph 21.
- *** Signature page – Address added after "Broker" line and Email Address added after "Agent's Georgia Real Estate License #" line.
Deleted phone #, fax#, and address from Seller's side

F2 Non-Exclusive Seller Listing Agreement

- ¶ 1 Added "TAXID/PIN # _____" after Zip Code
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "...the following deed book or plat book, if filled in below:"
Created a section C. for Legal Description if the Property is a condominium unit.
- ¶ 3 Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 6 Section C – First sentence revised to say "Broker agrees to file this listing with the following multiple listing service(s):"
- ¶ 7 Section A – Deleted "(herein after "Commission")"
Section C – Language revised and modified
- ¶ 8 Section F – Added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars" to the end of the sentence.
- ¶ 10 Changed title to "Seller's Property Disclosure Statement"
Deleted the 2nd sentence beginning "Additionally, within ____ days...."
- ¶ 17 Deleted (Receipt of Faxes and Telephone Calls)
- ¶ 18 Deleted (See below "new Notice Paragraph" added)
- ¶ 19 Now Paragraph 17 (Seller Default).
Language in paragraph was revised and modified.
- ¶ 20 Now Paragraph 19 (Governing Law).
- ¶ 21 Now Paragraph 20 (Entire Agreement).
- ¶ 22 Now Paragraph 18 (No Imputed Knowledge).
- *** New Paragraph 21. New "GAR Forms" language.
- *** New Notice Paragraph added. Added as Paragraph 22.
- *** Signature page – Address added after "Broker" line and Email Address added after "Agent's Georgia Real Estate License #" line.
Deleted phone #, fax#, and address from Seller's side

F3 Authorization to Show Unlisted Property

- ¶ 1 Added "TAXID/PIN # _____" after Zip Code
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "...the following deed book or plat book, if filled in below:"
Created a section C. for Legal Description if the Property is a condominium unit.
- ¶ 3 Added "Independent Contractor Agreement" subtitle.
Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent Contractor of Broker" and "Employee of Broker"
- ¶ 6 Sections A and B – Language revised and modified.
- *** New Paragraph 9. New "GAR Forms" language.
- *** Signature page – Address added after "Broker" line and Email Address added after "Agent's Georgia Real Estate License #" line.

F4 Exclusive Buyer Brokerage Agreement

- ¶ 2 Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 3 Language revised and modified.
Section c – includes checkboxes and gives options to Assist/Not assist in negotiations.
- ¶ 5 Now paragraph 7 (Commission).
Language revised and modified.
- *** New paragraph added titled "Retainer Fee"
- ¶ 6 Section F – added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars" to the end of the sentence.
- ¶ 7 Now Paragraph 8 (Extension)
- ¶ 8 Now Paragraph 9 (Disclosures)
- ¶ 9 Now Paragraph 10 (Disclosure of Potentially Fraudulent Activities)
- ¶ 10 Now Paragraph 11 (Broker's Policy on Agency)
- ¶ 11 Now Paragraph 12 (Dual Agency Disclosure)
- ¶ 12 Now Paragraph 13 (Designated Agency Disclosure)
- ¶ 13 Deleted (Receipt of Faxes and Telephone Calls)
- ¶ 14 Deleted (See below "new Notice Paragraph" added)
- ¶ 15 Deleted (Early Termination)
- ¶ 16 Now Paragraph 14 (Governing Law)
- ¶ 17 Now Paragraph 15 (Entire Agreement)
- ¶ 18 Now Paragraph 16 (No Imputed Knowledge)
- ¶ 19 Now Paragraph 17. New "GAR Forms" language.
- *** New Notice Paragraph added. Added as Paragraph 18.
- *** Signature page – Address added after "Broker" line and Email Address added after "Agent's Georgia Real Estate License #" line.
Deleted phone #, fax#, and address from Buyer's side.

F5 Non-Exclusive Buyer Brokerage Agreement

- ¶ 2 Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 3 Language revised and modified.
Section C – includes checkboxes and gives options to Assist/Not assist in negotiations.
- ¶ 5 Now Paragraph 6 (Commission)
Language also revised and modified.
- ¶ 6 Now Paragraph 5 (Limits on Broker's Authority and Responsibility)
In section F added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars" to the end of the sentence.
- ¶ 13 Deleted (Receipt of Faxes and Telephone Calls)
- ¶ 14 Deleted (See below "new Notice Paragraph" added)
- ¶ 15 Deleted (Early Termination)
- ¶ 16 Now Paragraph 13 (Governing Law)
- ¶ 17 Now Paragraph 14 (Entire Agreement)
- ¶ 18 Now Paragraph 15 (No Imputed Knowledge)
- ¶ 19 Now Paragraph 16. New "GAR Forms" language.
- *** New Notice Paragraph added. Added as Paragraph 17.
- *** Signature page – Address added after "Broker" line and Email Address added after "Agent's Georgia Real Estate License #" line.
Deleted phone #, fax#, and address from Buyer's side.

F6 Customer Acknowledgement

- *** Added "BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT: BUYER IS NOT SUBJECT TO A CURRENT BUYER BROKERAGE AGREEMENT WITH ANY OTHER BROKER" before the signature lines.

F7 Exclusive Leasing Listing Agreement

- *** Paragraph beginning "WHEREAS" added "TAXID/PIN # _____" after Zip Code
- *** Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "...the following deed book or plat book, if filled in below:"
- ¶ 2 Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 3 Section C – First sentence revised to say "Broker agrees to file this listing with the following multiple listing service(s):"
Deleted second sentence "Broker may file this listing with said Service(s)."
- ¶ 5 Section F – Added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars" to the end of the sentence.
- ¶ 11 Deleted (See below "new Notice Paragraph" added)
- ¶ 12 Now Paragraph 11 (Assignment)
- ¶ 13 Now Paragraph 12 (Lead-Based Paint)
- ¶ 14 Now Paragraph 13 (Time of Essence)
- ¶ 15 Now Paragraph 14 (Terminology)
- ¶ 16 Now Paragraph 15 (Indemnity)
- ¶ 17 Now Paragraph 16 (Nondiscrimination)
- ¶ 18 Now Paragraph 17 (Governing Law)
- ¶ 19 Now Paragraph 18 (Entire Agreement)
- ¶ 20 Now Paragraph 19 (No Imputed Knowledge)
- *** New Paragraph 20. New "GAR Forms" language.
- *** New Notice Paragraph added. Added as Paragraph 21.
- *** Signature page – Address added after "Broker" line and Email address added after "Agent's Georgia Real Estate License #" line.
Deleted phone #, fax#, and address from Owner's side.

F8 Exclusive Leasing/Management Agreement

- *** Paragraph beginning "WHEREAS" added "TAXID/PIN # _____" after Zip Code
- *** Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "...the following deed book or plat book, if filled in below:"
- ¶ 2 Paragraph revised and reworded.
- ¶ 5 Added an option for "Witness and Production of Document Fees in Litigation" as E.
- ¶ 6 Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 7 Section A. – added "and reimburse Broker for any advertising expenses that are specifically directed by Owner to be incurred by Broker" to the end of the second sentence.
Section C. – First sentence revised to say "Broker agrees to file this listing with the following multiple listing service(s):"
Deleted second sentence "Broker may file this listing with said Service(s)."
- ¶ 10 In the first sentence added "in a federally insured banking institution. Owner understands that broker has no control over any financial institution and that broker shall have no liability for any loss resulting from the failure or bankruptcy of the banking institution" to the end of sentence.
- ¶ 11 Added a new sentence to the end of the paragraph, "Owner acknowledges and agrees that any need for repairs noted by a housing code inspector or for which Owner and/or Broker has received a citation may be treated by Broker as an emergency need for repairs for which Broker is hereby authorized to immediately correct."
- ¶ 12 Section F – Added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars" to the end of the sentence.
- ¶ 18 Deleted (See below "new Notice Paragraph" added)
- ¶ 19 Now Paragraph 18 (Assignment)
- ¶ 20 Now Paragraph 19 (Lead-Based Paint)
- ¶ 21 Now Paragraph 20 (Owner's Property Disclosure Statement)
- ¶ 22 Now Paragraph 21 (Notice of Propensity of Flooding)
- ¶ 23 Now Paragraph 22 (Terminology)
- ¶ 24 Now Paragraph 23 (Time of Essence)
- ¶ 25 Now Paragraph 24 (Credit Report Disclosure)
- ¶ 26 Now Paragraph 25 (Indemnity)
- ¶ 27 Now Paragraph 26 (Nondiscrimination)
- ¶ 28 Now Paragraph 27 (Responsibility to Cooperate)
- ¶ 29 Now Paragraph 28 (Governing Law)
- ¶ 30 Now Paragraph 29 (Entire Agreement)
- ¶ 31 Now Paragraph 30 (No Imputed Knowledge)
- ¶ 32 Now Paragraph 31 (Exhibits and Addenda)
- ¶ 33 Now Paragraph 32. New "GAR Forms" language.
- *** New Notice Paragraph added. Added as Paragraph 33.
- *** Signature page – Address added after "Broker" line and Email address added after "Agent's Georgia Real Estate License #" line.
Deleted phone #, fax#, address and email address from Owner's side.

F9 Exclusive Tenant Brokerage Agreement

- ¶ 2 Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 6 Section F – Added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars; and" to the end of the first sentence.
Second sentence made into 6G. Deleted "Tenant agrees to hold Broker" and added "shall be held" to the beginning of sentence.
- ¶ 12 Deleted (See below "new Notice Paragraph" added)
- ¶ 13 Now Paragraph 12 (Early Termination)
- ¶ 14 Now Paragraph 13 Governing Law)
- ¶ 15 Now Paragraph 14 (Entire Agreement)
- ¶ 16 Now Paragraph 15 (No Imputed Knowledge)
- *** New Paragraph 16. New "GAR Forms" language.
- *** New Notice Paragraph added. Added as Paragraph 17.
- *** Signature page – Address added after "Broker" line and Email Address added after "Agent's Georgia Real Estate License #" line
Deleted phone #, fax#, and address from Tenant's side.

F10 Non-Exclusive Tenant Brokerage Agreement

- ¶ 2 Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 5 Section F – Added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars; and" to the end of the first sentence.
Second sentence made into 5G. Deleted "Tenant agrees to hold Broker" and added "shall be held" to the beginning of sentence.
- ¶ 12 Deleted (See below "new Notice Paragraph" added)
- ¶ 13 Now Paragraph 12 (Early Termination)
- ¶ 14 Now Paragraph 13 (Governing Law)
- ¶ 15 Now Paragraph 14 (Entire Agreement)
- ¶ 16 Now Paragraph 15 (No Imputed Knowledge)
- *** New Paragraph 16. New "GAR Forms" language.
- *** New Notice Paragraph added. Added as Paragraph 17.
- *** Signature page – Address provided after "Broker" line and Email Address added after "Agent's Georgia Real Estate License #" line
Deleted phone #, fax#, and address from Tenant's side.

F13 Protect Yourself When Buying a Home – NEW FORM

F14 The ABC's of Agency – OLD T2 FORM

F20 Purchase and Sale Agreement

- ¶ 1 Added "TAXID/PIN# _____" after Zip Code.
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads ".....the following deed book or plat book, if filled in below:"
- ¶ 3 Paragraph revised and reworded.
- ¶ 5 Title changed to "Closing Costs and Other Settlement Expenses"
- ¶ 8 Section A – in the first sentence, minor language revision.
Section B – Paragraph language revised.
- ¶ 16 revised to say "The Seller's Property Disclosure Statement is OR is not attached as an exhibit to this Agreement".
- ¶ 17 revised to say "A portion of any residential dwelling on the Property was OR was not built prior to 1978. If any portion of any dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit must be and is hereby attached as an exhibit to this Agreement by Seller.
- ¶ 19 Section J – New "GAR Forms" language.

F21 Special Stipulations

- *** Initial lines changed to "Selling/Leasing Broker's Initials, Buyer's/Tenant's Initials and Seller's/Landlord's Initials."

F23 New Construction Purchase and Sale Agreement

- ¶ 1 Added "TAXID/PIN# _____" after Zip Code.
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads ".....the following deed book or plat book, if filled in below:"
- ¶ 3 Paragraph revised and reworded.
- ¶ 5 Title changed to "Closing Costs and Other Settlement Expenses"
- ¶ 8 Section B – Paragraph language revised.
- ¶ 15 revised to say "The Seller's Property Disclosure Statement (New Construction) is OR is not attached as an exhibit to this Agreement".
- ¶ 17 Section J – New "GAR Forms" language.

F26 Walk Through List

- *** Signature lines revised

F27 Lot Purchase and Sale Agreement

- ¶ 1 Added "TAXID/PIN# _____" after Zip Code.
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "...the following deed book or plat book, if filled in below:"
- ¶ 5 Title changed to "Closing Costs and Other Settlement Expenses"
- ¶ 8 Section B – Paragraph language revised.
- ¶ 15 revised to say "The Seller's Property Disclosure Statement (Lot/Land) is OR is not attached as an exhibit to this Agreement"
- ¶ 17 Section J – New "GAR Forms" language.

F29 Lease/Purchase Agreement

- ¶ 1 Added "TAXID/PIN# _____" after Zip Code.
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "...the following deed book or plat book, if filled in below:"
- ¶ 3 Paragraph revised and reworded.
- ¶ 5 Title changed to "Closing Costs and Other Settlement Expenses"
Section A – Added a new section; 4. Any and all outstanding rent, fees, charges and other amounts owing to Landlord pursuant to the separate Lease Agreement between the parties ("Lease") attached hereto as an exhibit.
- ¶ 6 Section A – revised and reworded.
Section B – revised and reworded.
Section C – Deleted (Possession)
- ¶ 8 Section B – Paragraph language revised.
- ¶ 9 Paragraph revised. New language added.
- ¶ 10 Section A – revised and reworded.
- ¶ 11 Section A, 4 – moved to section A, 5. Added a new section A, 4: "Termination of Due Diligence Period Upon Lease Commencement"
- ¶ 12 Deleted (Appraisal)
- ¶ 13 Now Paragraph 12 (Entitlement to and Disbursement of Earnest Money)
- ¶ 14 Now Paragraph 13 (Agency and Brokerage)
Section B – Language revised and reworded.
- ¶ 15 Now Paragraph 14
- ¶ 16 Now Paragraph 15. Language revised to say "The Seller's Property Disclosure Statement is OR is not attached as an exhibit to this Agreement"
- ¶ 17 Now Paragraph 16. Language revised to say "A portion of any residential dwelling on the Property was OR was not built prior to 1978. If any portion of any dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit must be and is hereby attached as an exhibit to this Agreement by Seller.
- ¶ 18 Now Paragraph 17 (Notices)
- ¶ 19 Now Paragraph 18 (Other Provisions)
Section J – New "GAR Forms" language.
- ¶ 20 Now Paragraph 19. Title changed to Lease Purchase. Language in Paragraph revised and new language was added.
- ¶ 21 Deleted (Credit Report Contingency)
- ¶ 22 Now Paragraph 21

F30 Lease for Lease/Purchase Agreement Exhibit

- *** First Paragraph – Revised and reworded. Property Description Deleted.
- ¶ 1 Term – Paragraph revised and reworded.
- ¶ 2 Possession – Paragraph revised and reworded.
- ¶ 3 Rent – Paragraph revised and reworded.
- ¶ 5 Title changed to "Dispossessory Fee". Language revised and reworded.
- ¶ 6 Section D – revised and reworded. New language added.
Section E – Added a section (6).
- ¶ 8 Section F – Paragraph language revised.
- ¶ 10 Section B – revised and reworded.
Section D – First sentence revised.
- ¶ 11 Language revised to say "For any Premises located on Property built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference."
- ¶ 16 Language revised and reworded.
- ¶ 17 Language revised and reworded.
- ¶ 19 Added a new section (6).
- ¶ 23 Section D – revised and reworded.
Section F – Now Section G (Indemnification)
New Section F added – Attorney's Fees, Court Costs and Costs of Collection.
Section G – Now Section I (Notices)
Section H – Now Section J (Appliances)
New Section H added – Tenant Has No Ownership Interest in Property
Section I – Now Section K (Keys)
Section J – Now Section L (Waiver of Homestead Rights)
Section K – Now Section M (Governing Law)
Section L – Now Section N (Security Disclaimer). Language revised.

F30 (Continued)

Section M – Deleted; Material Relationship Disclosure (Moved to new Agency section; see below)

Section N – Deleted; Brokerage (Moved to new Agency section; see below)

Section O – New “GAR Forms” language.

Section P – Deleted; Property Management (Moved to new Agency section; see below)

¶ 24 Now Paragraph 25 (Exhibits)

*** New Paragraph added as paragraph 24; Agency Brokerage and Property Management

F33 Condominium Resale Purchase and Sale Agreement

¶ 1 Added “TAXID/PIN# _____” after Zip Code.

¶ 2 Section B – last sentence before the actual description, removed “and/” from in between deed book and plat book so that it now reads “.....the following deed book or plat book, if filled in below:”

¶ 3 Paragraph revised and reworded.

¶ 5 Title changed to “Closing Costs and Other Settlement Expenses”

¶ 8 Section B – Paragraph language revised.

¶ 16 revised to say “The Seller’s Property Disclosure Statement (Condominium) is OR is not attached as an exhibit to this Agreement”.

¶ 17 revised to say “A portion of any residential dwelling on the Property was OR was not built prior to 1978. If any portion of any dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit must be and is hereby attached as an exhibit to this Agreement by Seller.

¶ 19 Section J – New “GAR Forms” language.

F34 Land Purchase and Sale Agreement

¶ 1 Added “TAXID/PIN# _____” after Zip Code.

¶ 2 Section B – last sentence before the actual description, removed “and/” from in between deed book and plat book so that it now reads “.....the following deed book or plat book, if filled in below:”

¶ 3 Section B – Paragraph language revised. Check boxes also included.

¶ 8 Section B – Removed the word “title” in title.

¶ 11 Section B – changed \$25 to “Ten Dollar (\$10)”

¶ 17 Section J – New “GAR Forms” language.

F35 Dwelling and Land Both Have Value

¶ 2 Section B. – Paragraph language revised. Check boxes also included.
Section C. – added “U.S. Dollars” after the blank line field.

F40 Lease for Residential Property

*** First Paragraph – Revised and reworded. Property Description revised - general universal legal description paragraph).

¶ 1 Term – Paragraph revised and reworded.

¶ 3 Rent – Paragraph revised and reworded.

¶ 4 Late payment; Service for Returned Checks – Paragraph revised and reworded.

¶ 5 Title changed to “Dispossessory Fee”.

¶ 6 Section B – Added sentence “Neither the Landlord nor the Broker shall be liable for any damages of Tenant resulting from the failure or bankruptcy of any financial institution into which the Security Deposit is placed.”

Section C – Added “of the same” at the end of the first sentence.

Section D – revised and reworded. New language added.

Section E – Added a section (6).

¶ 8 Section F – Paragraph language revised.

¶ 10 Section A – revised and reworded.

Section D – First sentence revised.

¶ 11 Section A – Right to Terminate Early; language revised. Check boxes added.

¶ 12 Sections A and B – the word “Owner” removed from the beginning of the sentences.

¶ 13 Paragraph revised to say “For any Premises located on Property built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference.

Initials _____

¶ 15 First check box option revised and reworded.

¶ 19 Language revised and reworded.

¶ 21 Section I – added “by tenant” after “replaced”

A new section N was added.

¶ 23 Deleted (Destruction of Property). Added new paragraph 23; Mortgagee’s Rights.

¶ 25 Section G – (d) revised; added a section for (e).

Added a new section N (Rental Application)

¶ 26 Section D – New “GAR Forms” language.

Section E – Language revised and reworded.

*** Signature page – revised and reformatted.

F44 Rental Application – NEW FORM

F50 Seller's Property Disclosure Statement

*** Notice to Buyer and Seller Paragraph – In the last sentence after “YES” added OR “OTHER”

¶ 3 Section D – Added “Renewal Date _____”

¶ 8 Section I – Deleted second sentence.

¶ 9 Section A – Deleted option for water pump

¶ 11 Section E – Added “If yes, what is the amount? \$ _____”

¶ 13 Added “Remote Control” option for “Ceiling Fan”, “Fireplace”, and “Gates”. Added “Gas Starter Key” under “Fireplace”. Removed “Sprinkler System” and added “Fire Sprinkler System” and “Landscape Irrigation System”. “Propane Gas Tanks” changed to “Propane Gas/Fuel Oil Tanks”. “Propane in Tank” changed to “Propane/Fuel Oil in Tank”. Under “Window Treatments” added “(including Hardware)”.

¶ 15 Added or “OTHER” after “YES”.

F51 Seller's Property Disclosure Statement (New Construction)

*** Notice to Buyer and Seller Paragraph – In the last sentence after “YES” added OR “OTHER”

¶ 11 Added or “OTHER” after “YES”.

F52 Seller's Property Disclosure Statement (Condominium)

*** Notice to Buyer and Seller Paragraph – In the last sentence after “YES” added OR “OTHER”

¶ 13 Added “Remote Control” option for “Ceiling Fan” and “Fireplace”. Added “Gas Starter Key” under “Fireplace”. Removed “Sprinkler System” and added “Fire Sprinkler System”. Under “Window Treatments” added “(including Hardware)”.

¶ 15 Added or “OTHER” after “YES”.

F60 Financing Contingency

*** Last paragraph line 8, deleted the word “required” and added “required by lender at the end of the paragraph.

F63 FHA Loan Exhibit

*** Second sentence beginning “The loan contingency set forth...” – Deleted

*** Added a new paragraph 11 which states “This exhibit shall control over a conflicting or inconsistent provision set forth in any other Exhibit to this Agreement”.

*** Added Broker (or Broker's Affiliated Licensee) initial lines at the bottom of the page.

F65 VA Loan Exhibit

*** Second sentence beginning “The loan contingency set forth...” – Deleted

¶ 1 Paragraph revised and new language added.

¶ 2 Added a checkbox option C. “No VA Funding fee required for this veteran per the certificate of eligibility”.

¶ 3 Added “In the event the cost of repairs exceeds this amount, Seller shall have the right to terminate this Agreement upon notice to Buyer. This notice shall include an itemized estimate from third party contractors of the total cost of repairs to be made to the Property. If Seller does not elect to terminate this Agreement in the event the cost of repairs exceeds the above-referenced amount, Seller shall be deemed to have agreed to make the repairs in question” to the section.

¶ 4 Paragraph revised and new language added.

*** Added a new paragraph 7 which states “This exhibit shall control over a conflicting or inconsistent provision set forth in any other Exhibit to this Agreement”.

F66 Institutional Second Mortgage Contingency

¶ 5 Added “or other documents” after survey.

F71 Subordination Agreement

*** Paragraph beginning “Now, Therefore” replaced “Ten and 00/100 Dollars” with “Ten Dollars (\$10)”

F73 Estimate of Cost to Buyer

*** Under “Miscellaneous Charges” added “Georgia Property Tax” as number 12.

¶ 12 Now Paragraph 13 (Other)

¶ 13 Now Paragraph 14 (Pro-ration of Property Taxes)

¶ 14 Now Paragraph 15 (Earnest Money Deposit)

¶ 15 Now Paragraph 16 (Other)

¶ 16 Now Paragraph 17 (Total Estimate of Cost to Buyer)

F75 Source of Buyer's Funds

- ¶ 1 Deleted "end of the due diligence period" and added "Binding Agreement Date" in the first sentence. Also added "(Required Information)" at the end of that sentence.
In the last sentence added "Required" before information.
Section a – Added "or letters" after "A letter"
Section b – Added "or statements" after "An account statement"
Section c – Added "or two" after "Select one"
Added "provide or" in the sentence beginning "The loan commitment letter referenced..."
Replaced items 1 – 4 with letters (a, b, c, d, and e); 3 and 4 deleted; added c, d, and e).
Added sentence "Notwithstanding any provision to the contrary contained herein, the provision of a loan commitment letter meeting the requirements identified above shall fully satisfy the requirement of Buyer to detail Buyer's source of funds."
- ¶ 2 Now paragraph number 4. Language revised.
*** New Paragraph's 2 and 3.

F76 Purchase and Sale Agreement Contract Time Limits Worksheet – OLD T1 FORM (See T1 for changes)

F83 Notice to Terminate; Termination and Release Agreement

- *** Added "Select 1. and/or 2. below. The boxes not checked shall not be a part of this Agreement" after property reference.
Added Check boxes in front of items 1. and 2.
- ¶ 1 Section a – Added "Buyer or Seller" at the beginning of the last sentence after the word "By"
Section b – Added "For and" at the beginning of the sentence.
Replaced references to "parties" in the paragraph with "Buyer and Seller".
Added sentence "This Termination of Agreement is signed by the parties on the date(s) listed below" with Buyer and Seller Signature lines.
- ¶ 2 Changed the title of the paragraph to "Release Agreement and Agreement to Disburse Earnest Money."
Section c – Language revised.
Revised last sentence to say "This Release Agreement and Agreement to Disburse Earnest Money is signed by the parties on the date(s) listed below".
Deleted the second Buyer and Seller signature line.

F90 Sale or Lease of Buyer's Property

- *** Entire form revised and reworded with new language.
Notices section removed from contract entirely.

F91 Back-up Agreement

- *** Entire form revised and reworded with new language.
Notices section removed from contract entirely.

F92 General Contingency

- *** Entire form revised and reworded with new language.
Notices section removed from contract entirely.

F93 Appraisal Contingency

- *** Entire form revised, reworded and combined into 3 sections (2008 form had 6)

F100 Amendment to Remove Inspection Contingency

- ¶ 1 Deleted "Inspection of Property paragraph of the aforementioned Agreement" and replaced it with "Property Sold with the Right to Request Repairs Exhibit".
¶ 2 "Closing Date" changed to "Date of Closing"

F101 Amendment to Remove Inspection Contingency Continued – DELETED

F103 Amendment to Remove Contingency of Sale or Lease of Buyer's Property

- ¶ 3 Added "any Due Diligence Period" after "...any inspection contingency."

F104 Amendment to Change Closing/Possession Date

- *** Extension Paragraph – Changed "Timing of Closing and Possession" to "Date of Closing and Transfer of Possession"
Possession Paragraph – In last sentence added "as on day of closing" to the end of the sentence.

F105 Amendment to Agreement

- *** In the paragraph beginning "Now therefore" deleted "One Dollar" and replaced it with "Ten Dollars (\$10)".

F107 Amendment to Address Concerns with Property

- *** In the last paragraph deleted "as follows" deleted on the second line.

F108 Amendment to Reduce Sales Price

- *** In the paragraph beginning "Whereas, the Agreement" deleted "Controlling Appraisal (as that term is defined in the Agreement)" and replaced it with "appraisal"
- ¶ 1 Deleted "The controlling Appraisal" and replaced it with "A copy of the appraisal is"
- ¶ 2 Changed "Controlling Appraisal" to "appraisal"

F120 Additional Page

- *** Added "to _____" under the title.
- Added a property reference section at the top of the form.
- *** Initial lines changed to "Selling/Leasing Broker's Initials, Buyer's/Tenant's Initials and Seller's/Landlord's Initials."

F122 Assignment of Purchase and Sale Agreement Rights

- *** In the paragraph beginning "Now therefore" deleted "Ten (One) Dollars" and replaced it with "Ten Dollars (\$10)".

F123 Association/Assessment Fee Exhibit

- *** Title changed to "Community Association Disclosure Exhibit"
- *** Entire form revamped and new language added.

F126 Buyer's Authorization to Make Repairs and/or Improvements Prior to Closing Amendment

- *** In the paragraph beginning "NOW" One Dollar was changed to "Ten Dollars (\$10)"

F127 Condominium Legal Description Exhibit

- *** Added TAXID/PIN to the first sentence.
- Replaced the Property description with the current description found in F33 (Condominium Resale Purchase and Sale Agreement)

F130 New Construction Agreement (Cost Plus)

- *** In the paragraph beginning "THIS AGREEMENT", language revised
- TAXID/PIN added

Legal Description made paragraph 1.

- ¶ 1 Now Paragraph 2 (Builder's Obligation)
- ¶ 2 Now Paragraph 3 (Contract Price and Method of Payment)
- ¶ 3 Now Paragraph 4 (Approval of Draw Requests)
- ¶ 4 Now Paragraph 5 (Initial Payment)
- ¶ 5 Now Paragraph 6 (Substantial Completion and Possession)
- ¶ 6 Now Paragraph 7 (Title)
- ¶ 7 Now Paragraph 8 (Insurance)
- ¶ 8 Now Paragraph 9 (Permits)
- ¶ 9 Now Paragraph 10 (Hazardous Materials)
- ¶ 10 Now Paragraph 11 (Soil Treatment Bond)
- ¶ 11 Now Paragraph 12 (Inspection)
- ¶ 12 Now Paragraph 13 (Contractors and Suppliers)
- ¶ 13 Now Paragraph 14 (Household Goods)
- ¶ 14 Now Paragraph 15 (Walk Through)
- ¶ 15 Now Paragraph 16 (Decorative Selections)
- ¶ 16 Now Paragraph 17 (Change Orders)
- ¶ 17 Now Paragraph 18 (Insulation)
- ¶ 18 Now Paragraph 19 (Other Provisions)
- Section G reformatted.
- ¶ 19 Now Paragraph 20 (Disclaimer)
- ¶ 20 Now Paragraph 21 (Agreement to Arbitrate)
- ¶ 21 Now Paragraph 22 (Exhibits and Addenda)
- ¶ 22 Now Paragraph 23 (Home Warranty)

F131 New Construction Agreement (Stipulated Sum)

- *** In the paragraph beginning "THIS AGREEMENT", language revised
- TAXID/PIN added

Legal Description made paragraph 1.

- ¶ 1 Now Paragraph 2 (Builder's Obligation)
- ¶ 2 Now Paragraph 3 (Price and Method of Payment)
- ¶ 3 Now Paragraph 4 (Approval of Draw Requests)
- ¶ 4 Now Paragraph 5 (Initial Payment)
- ¶ 5 Now Paragraph 6 (Substantial Completion and Possession)
- ¶ 6 Now Paragraph 7 (Title)
- ¶ 7 Now Paragraph 8 (Insurance)
- ¶ 8 Now Paragraph 9 (Permits)
- ¶ 9 Now Paragraph 10 (Hazardous Materials)
- ¶ 10 Now Paragraph 11 (Soil Treatment Bond)
- ¶ 11 Now Paragraph 12 (Inspection)

F131 (Continued)

- ¶ 12 Now Paragraph 13 (Contractors and Suppliers)
- ¶ 13 Now Paragraph 14 (Household Goods)
- ¶ 14 Now Paragraph 15 (Walk Through)
- ¶ 15 Now Paragraph 16 (Decorative Selections)
- ¶ 16 Now Paragraph 17 (Change Orders)
- ¶ 17 Now Paragraph 18 (Insulation)
- ¶ 18 Now Paragraph 19 (Other Provisions)
- ¶ 19 Now Paragraph 20 (Disclaimer)
- ¶ 20 Now Paragraph 21 (Agreement to Arbitrate)
- ¶ 21 Now Paragraph 22 (Exhibits and Addenda)
- ¶ 22 Now Paragraph 23 (Home Warranty)

F132 Unilateral Notice to Withdraw Offer – NEW FORM

F135 Notification

- *** Title of the form changed to "Notice"
- *** In the first sentence deleted "between the parties below with an acceptance Date of" and replaced it with "with an offer dated"
- *** Replaced the word "notification" through out the form with "notice"
- *** In the signature lines replaced all of the "____o'clock____m._____" lines with date lines.

F136 Personal Property Agreement (Bill of Sale)

- *** In first sentence changed "One Dollar" to "Ten Dollars (\$10)"

F138 Survey Resolution Exhibit

- *** Removed the Notice paragraph from the form.

F139 Temporary Occupancy Agreement for Buyer Prior to Closing

- ¶ 2 In first sentence added "closing of the sale of Property to Buyer" before "is consummated".
- ¶ 10 Deleted "Exhibit is not intended to create a relationship of Landlord and Tenant between Seller and Buyer. Instead this".
Added "shall be deemed a tenant at sufferance" before "shall immediately vacate Property".

F141 Vendor List

- *** Light revisions/rewording in paragraph beginning "Furnishing of any..."

F142 Confidentiality Agreement – OLD CF20 FORM

CF1 Commercial Exclusive Seller Listing Agreement

- ¶ 1 Added "TAXID/PIN # _____" after Zip Code
Deleted "The term of this Agreement shall begin on the date of _____ and shall continue through the date of _____ (hereinafter referred to as "Listing Period"), unless otherwise terminated in accordance with this Agreement"
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "...the following deed book or plat book, if filled in below:"
- ¶ 4 Deleted (Listing Price)
- ¶ 5 Now Paragraph 4 (Independent Contractor Agreement)
Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 6 Now Paragraph 5 (Broker's Duties to Seller)
- ¶ 7 Now Paragraph 6 (Seller's Duties)
- ¶ 8 Now Paragraph 7 (Marketing)
Section C – first sentence revised to say "Broker agrees to file this listing with the following multiple listing service(s):"
Last sentence in section C deleted.
- ¶ 9 Now Paragraph 8 (Commission)
Section A – edited the sentence in brackets to say "Select one or more of the following sections below. The sections not marked shall not be a part of this Agreement"
Section C – Language revised and modified
- ¶ 10 Now Paragraph 9 (Limits on Broker's Authority and Responsibility)
Section F – Added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars" to the end of the sentence.
- ¶ 11 Now Paragraph 10 (Extension)
- ¶ 12 Now Paragraph 11 (Disclosures)
- ¶ 13 Now Paragraph 12 (Disclosure of Potentially Fraudulent Activities)
- ¶ 14 Now Paragraph 13 (Broker's Policy on Agency)
- ¶ 15 Now Paragraph 14 (Dual Agency Disclosure)
- ¶ 16 Now Paragraph 15 (Designated Agency Disclosure)
- ¶ 17 Deleted (Receipt of Faxes and Telephone Calls)

CF1 (Continued)

- ¶ 18 Deleted (See below "new Notice Paragraph" added)
 - ¶ 19 Now Paragraph 16 (Early Termination)
 - ¶ 20 Now Paragraph 17 (Entire Agreement)
 - ¶ 21 Now Paragraph 18 (Governing Law)
 - ¶ 22 Now Paragraph 19 (No Imputed Knowledge)
 - ¶ 23 Now Paragraph 20. New "GAR Forms" language.
 - *** New Notice Paragraph added. Added as Paragraph 21.
 - *** Exhibits Paragraph given a number. Now Paragraph 22.
 - *** Signature page – Address provided after "Broker" line and Email Address provided after "Agent's Georgia Real Estate License #" line.
- Deleted phone #, fax#, and address from Seller's side

CF2 Commercial Purchase and Sale Agreement

- ¶ 1 Added "TAXID/PIN# _____" after Zip Code.
- ¶ 2 Section B – last sentence before the actual description, removed "and/" from in between deed book and plat book so that it now reads "....the following deed book or plat book, if filed in below:"
- ¶ 3 Paragraph revised and reworded.
- ¶ 4 Now Paragraph 5 (Earnest Money)
- ¶ 5 Now Paragraph 4 (Due Diligence)
- ¶ 18 Section J – New "GAR Forms" language.

CF4-B1 Commercial Purchase and Sale of Business Along with Real Property

- *** Added Buyer and Seller Initials lines.

CF4-B2 Commercial Purchase and Sale of a Residential, Office, Retail or Industrial Building

- *** Added Buyer and Seller Initials lines.

CF4-B3 Commercial Purchase and Sale of Equipment and/or Other Personal Property

- *** Added Buyer and Seller Initials lines.

CF5 Commercial Purchase and Sale Agreement Exhibit "C" Additions to Seller's Closing Documents

- ¶ 1 At the beginning of the sentence, "Assignment if Seller's rights"...."if" changed to "of"
- ¶ 13 "IRS" added before to "1099".

CF6 Commercial Purchase and Sale Agreement Exhibit "D" Seller's Warranties and Representations

- ¶ 3 Added "protection" to "bankruptcy, reorganization, or arrangement"

CF7 Commercial Open Listing Agreement (For Leases)

- *** Paragraph beginning "WHEREAS, Owner owns that" revised and edited with new wording.
- Legal Description made into section 1 (general universal legal description paragraph).
- ¶ 1 Now Paragraph 2 (Broker's Duties to Owner)
- ¶ 2 Now Paragraph 3 (Owner's Duties)
- ¶ 3 Now Paragraph 4 (Limits on Broker's Authority and Responsibility)
- Section F - Added "or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars" to the end of the sentence.
- ¶ 4 Now Paragraph 5. Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"
- ¶ 5 Now Paragraph 6 (Independent Contractor Agreement)
- ¶ 6 Now Paragraph 7 (Marketing)
- ¶ 7 Now Paragraph 8 (Sale of Property)
- ¶ 8 Now Paragraph 9 (Commission)
- ¶ 9 Now Paragraph 10 (Limits on Owner's Responsibilities)
- ¶ 10 Now Paragraph 11 (Condition of Property)
- ¶ 11 Now Paragraph 12 (Required State Law Disclosures)
- ¶ 12 Now Paragraph 13 (Broker's Policy on Agency)
- ¶ 13 Now Paragraph 14 (Dual Agency Disclosure)
- ¶ 14 Now Paragraph 15 (Designated Agency Disclosure)
- ¶ 15 Deleted. (See below "new Notice Paragraph" added)
- *** New Notice Paragraph added. Added as Paragraph 22.
- *** Signature page – Address added after "Broker" line and Email Address added after "Agent's Georgia Real Estate License #" line.

CF8 Commercial Exclusive Leasing/Management Agreement

- *** Paragraph beginning "WHEREAS" added "TAXID/PIN # _____" after Zip Code
- Legal Description revised (general universal legal description paragraph).
- ¶ 2 Paragraph revised and reworded.
- ¶ 4 Added an option for "Witness and Production of Document Fees in Litigation" as E.
- ¶ 5 Third sentence deleted and replaced with alternative wording. Also included check boxes for options "Independent contractor of Broker" and "Employee of Broker"

CF8 (Continued)

- ¶ 7 Section A. – added “and reimburse Broker for any advertising expenses that are specifically directed by Owner to be incurred by Broker” to the end of the second sentence.
Deleted second sentence “Broker may file this listing with said Service(s).”
- ¶ 9 In the first sentence added “in a federally insured banking institution. Owner understands that broker has no control over any financial institution and that broker shall have no liability for any loss resulting from the failure or bankruptcy of the banking institution” to the end of sentence.
- ¶ 10 Added a new sentence to the end of the paragraph, “Owner acknowledges and agrees that any need for repairs noted by a housing code inspector or for which Owner and/or Broker has received a citation may be treated by Broker as an emergency need for repairs for which Broker is hereby authorized to immediately correct.”
- ¶ 11 Section F – Added “or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars” to the end of the sentence.
- ¶ 17 Deleted (See below “new Notice Paragraph” added)
- ¶ 18 Now Paragraph 17 (Assignment)
- ¶ 19 Now Paragraph 18 (Time of Essence)
- ¶ 20 Now Paragraph 19 (Disclaimer)
- ¶ 21 Now Paragraph 20 (Terminology)
- ¶ 22 Now Paragraph 21 (Indemnity)
- ¶ 23 Now Paragraph 22 (Nondiscrimination)
- ¶ 24 Now Paragraph 23 (Responsibility to Cooperate)
- ¶ 25 Now Paragraph 24 (Governing Law)
- ¶ 26 Now Paragraph 25 (Entire Agreement)
- *** New Notice Paragraph added. Added as Paragraph 26.
- *** Signature page – Address added after “Broker” line and Email address added after “Agent’s Georgia Real Estate License #” line.
Deleted phone #, fax#, address and email address from Owner’s side.

CF9 Commercial Lease Agreement (Single-Tenant Facilities)

- *** First paragraph revised and edited with new wording.
Legal Description revised (general universal legal description paragraph).
- ¶ 13 Now Paragraph 18 (Property Loss)
- ¶ 18 Now Paragraph 19 (Alterations and Improvements)
- ¶ 19 Now Paragraph 20 (Destruction of Property)
- ¶ 20 Now Paragraph 21 (Insurance)
- ¶ 21 Now Paragraph 22 (Taxes)
- ¶ 22 Now Paragraph 23 (Condemnation)
- ¶ 23 Now Paragraph 24 (Disclaimer)
- ¶ 24 Now Paragraph 13 (Agency and Brokerage).

CF10 Commercial Lease Agreement (Multi-Tenant Facilities)

- *** First paragraph revised and edited with new wording.
Legal Description revised (general universal legal description paragraph).
- ¶ 7 Now Paragraph 8 (Services)
- ¶ 8 Now Paragraph 7 (Utilities)
- ¶ 13 Now Paragraph 18 (Property Loss)
- ¶ 18 Now Paragraph 19 (Alterations and Improvements)
- ¶ 19 Now Paragraph 20 (Destruction of Property)
- ¶ 20 Now Paragraph 21 (Insurance)
- ¶ 21 Now Paragraph 22 (Taxes)
- ¶ 22 Now Paragraph 23 (Common Area Costs)
- ¶ 23 Now Paragraph 24 (Condemnation)
- ¶ 24 Now Paragraph 25 (Disclaimer)
- ¶ 25 Now Paragraph 13 (Agency and Brokerage)

CF18 Commercial Letter of Intent (For Purchase of Property)

- *** Entire form revised and new language added.
Form now has 13 numbered sections.

CF19 Commercial Letter of Intent (For Lease of Property)

- *** Entire form revised and new language added.
Form now has 25 numbered sections.

CF20 Confidentiality Agreement – New F142 FORM

CO1 Independent Contractor Agreement

- ¶ 6 Paragraph revised and new language added. Sections added for (a), (b), (c) and (d).
- ¶ 12 Deleted “(GAR form CO2)” from paragraph.
- ¶ 13 Deleted “(GAR form CO3)” from paragraph.
- ¶ 14 Deleted “(GAR form CO4)” from paragraph.

CO3 Agreement Between Licensee, Georgia Broker, and Out-of-State Broker

¶ 10 deleted the number 10 and left Special Stipulation Section un-numbered (as in the other contracts).

CO8 Commercial Lease Agreement (Multi-Tenant Facilities)

*** First paragraph revised and edited with new wording.
Legal Description revised (general universal legal description paragraph).

Special Stipulations

Access to Property, Buyer – no change

Access to Public Road – no change

Agent Acting as Principal – no change

Agent Intent to Resell Property – no change

Agricultural Lease – no change

Amendment to Address Concerns as Notice to Terminate – language revised

Amenity Package Release – no change

Appliances and Systems in Good Working Order – no change

Appraisal Determines Price/Right of Parties to Terminate – no change

Assessments or Liens – no change

Assignment – no change

Bankruptcy Contingency – no change

Boat Dock Permit Contingency – New Special Stipulation

Building Permit, Ability to Acquire – no change

Business Days Defined – no change

Buyer Shall List Property with a Broker Contingency – no change

Buyer's Protection Plan (Home Warranty) – title changed to "Home Warranty (Buyer's Protection Plan)

Carpet to be Professionally Cleaned – no change

Closing Date Extension – no change

Commission – no change

Conformed Copy of Agreement – no change

Conservation Reserve Payments (CRP) – no change

Conservation Use Tax Exemption – no change

Construction Deposit Non-Refundable – no change

Court Permission to Sell Contingency – language revised

Divorce Contingency – no change

Due Diligence Larger Payment – minor language change (required changed to obligated)

Dwelling to be Constructed in Location Shown on Survey Contingency – no change

Earnest Money (Additional Held by Holder) – title changed to "Additional Earnest Money"; minor language changes

Earnest Money Converted to Non-Refundable Deposit – New Special Stipulation

Earnest Money Held Until Specific Time – no change

Earnest Money, Non-Refundable – no change

Escrow Account Transfer (Loan Assumption, Cash to Control the Purchase Price) – deleted "the Purchase Price" from title;
language revised

Exchange (Buyer Utilizing Section 1031) – no change

Exchange (Seller Utilizing Section 1031) – no change

Farm Equipment – minor language change (deleted CF4-PP)

Farm Service Agency (FSA) Crop Bases, Entitlements, and/or Allotments – no change

Flood Zone Warranty Contingency – language revised

Hunting Rights – no change

Interest Rate Fluctuations Prior to Closing – no change

Irrigation Systems – no change

Kickout Provision (Due Diligence) – New Special Stipulation

Lease of Property Contingency – no change

Liquidated Damages – no change

Loan Assumption Contingency – New Special Stipulation

Manufactured and Mobile Home – "Bill of Sale" added to the end of the title; language revised.

Material Relationship Disclosure – no change

Multi-Family Zoning Contingency – language revised

Multiple Counter Offers (Use on Counter Offer Form) – New Special Stipulation

Notice Authorized by Unrepresented Party – no change

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Special Stipulations (Continued)

Permits Contingency – New Special Stipulation
Plumbing Fixtures, Required Compliance – New Special Stipulation
Property Delivery Condition – language revised
Property Sold with Named Defects – no change
Removal of Fixtures with Repairs – no change
Rent Proration – no change
Repair of Defects Not Found Due to Seasonal Issues – no change
Repair or Replace Named Items after Closing (Seller's Obligation Survives) – no change
Repairs by Seller after Loan Approval (Extend Closing Date) – no change
Repairs Paid by Seller, Limit on Cost – no change
Rezoning Contingency – language revised
Rights Warranted by Seller – New Special Stipulation
School District Verification Contingency – language revised
Selection of Closing Attorney – no change
Seller Retains Lease-Back – no change
Seller's Property Disclosure Not Attached Contingency – minor word changes
Seller's Property Disclosure Not Provided – New Special Stipulation
Septic System Clearance Letter, Allocation of Fees – no change
Setback/Zoning Contingency – language revised
Short Sale – language revised
Structural Engineer's Written Opinion, Seller to Provide – language revised
Survey Contingency (Buyer May Terminate) – New Special Stipulation
Survey Reveals Less Acreage, Buyer Contingency – no change
Swap of Real Estate Property – language revised
Tax ID as Description – no change
Termite Report, Improvements Not Covered – New Special Stipulation
Termites, Guaranty Provided by Seller – language revised
Termites, Seller Agrees to Treat and/or Repair Termite Damage – minor language revisions
Termites, Seller to Provide New Report to Buyer – no change
Timber Lease – no change
Timber Sale Agreement – no change
Trade-In of Buyer's Property
Unfulfilled Conditions Discovered at Closing – language revised
Walk Through List, Items Completed After Closing – no change
Water Sources – no change
Well Clearance Letter, Allocation of Fees – language revised
Wood Infestation Report, Improvements Not Covered – deleted from special stipulations

T1 Purchase and Sale Agreement Contract Time Limits Worksheet

*** Now form number F76.
Title changed to "Reminder of Important Dates in the Purchase and Sale Agreement"
Entire form revised and reformatted

T2 The ABCs of Agency

*** Now form number F14