

# 2008 GAR Forms 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.
- \*GAR Logo's in all Forms have been replaced (changed from ™ to ®)
- \*ALL GAR forms have all underwent minor formatting and spacing revisions.

(Paragraph numbers on the left are the original numbers of the ¶'s in the 2007 forms)

## **F1 Exclusive Seller Listing Agreement**

- ¶ 1 Removed the Legal Description out of the ¶ and made new ¶ 2 (Legal Description).  
New ¶ 2 titled Legal Description. (Same Legal Description found in New Purchase and Sale Agreement F20.)
- ¶ 2 Moved to ¶3 and the following ¶'s were renumbered to support this change.
- ¶ 3A Removed "acceptable to the Seller" at the end of the sentence and replaced it with "of at least \$ \_\_\_\_\_ (which amount includes the commission) or any other price acceptable to Seller" (4A)
- ¶ 3B Moved to 4C. Added check boxes with options to (1) "Assist to the extent requested by Seller in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement" or (2) "Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer".
- ¶ 3C Moved to 4B.
- ¶ 6C Language modified. "Protection Period" defined. (7C)

## **F2 Non-Exclusive Seller Listing Agreement**

- ¶ 1 Removed the Legal Description out of the ¶ and made new ¶ 2 (Legal Description).  
New ¶ 2 titled Legal Description. (Same Legal Description found in New Purchase and Sale Agreement F20.)
- ¶ 2 Moved to ¶3 and the following ¶'s were renumbered to support this change.
- ¶ 3A Removed "acceptable to the Seller" at the end of the sentence and replaced it with "of at least \$ \_\_\_\_\_ (which amount includes the commission) or any other price acceptable to Seller" (4A)
- ¶ 3B Moved to 4C. Added check boxes with options to (1) "Assist to the extent requested by Seller in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement" or (2) "Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer".
- ¶ 3C Moved to 4B.
- ¶ 5C Changed ¶ to "Seller acknowledges that Broker is a member of the following multiple listing service(s): \_\_\_\_\_ ("Service(s)"). Broker agrees to file this listing with said Service(s) will not go into MLS due to MLS rules." (6C)
- ¶ 6C Language modified. "Protection Period" defined. (7C)

## **F3 Authorization to Show Unlisted Property**

- ¶ 1 Removed the Legal Description out of the ¶ and made new ¶ 2 (Legal Description).  
New ¶ 2 titled Legal Description. (Same Legal Description found in New Purchase and Sale Agreement F20.)
- ¶ 2 Moved to ¶3 and the following ¶'s were renumbered to support this change.

## **F7 Exclusive Leasing Listing Agreement**

Revised and replaced Legal Description with the Legal Description found in New Purchase and Sale Agreement.

## **F8 Exclusive Leasing/Management Agreement**

Revised and replaced Legal Description with the Legal Description found in New Purchase and Sale Agreement.

## **F10 Non-Exclusive Tenant Brokerage Agreement**

Form reformatted and made into 3 pages.

## **F20 Purchase and Sale**

- ¶ 1 Divided Purchase and Sale ¶ into 2 separate ¶'s (Purchase and Sale and Legal Description). Purchase and Sale ¶ includes the address for the Property. Legal Description ¶ is broke into sections A and B. Sections include check boxes; A. is for a legal description being attached and B. is for a legal description not being attached. Section B. is also broke into 2 sections which give options for Plat Book and page number and Deed Book and page number.
- ¶ 2 Moved to ¶ 3. Title changed to Purchase Price and Method of Payment. Money order removed from payment options. The sentence "The method of payment shall be cash at closing" added at the end.
- ¶ 3 Moved to ¶ 4.
- ¶ 4 Moved to ¶ 6. Sentence beginning with "In the event Seller fails to..." removed from ¶. Paragraph sectioned into 3 parts. A. Date of Closing; B. Right to Unilaterally Extend Closing Date and C. Possession.
- ¶ 5 Seller's Contributions at Closing ¶ deleted and replaced with Closing Costs ¶. Closing Costs ¶ is divided into 3 sections, A. Items Paid by Buyer at Closing, B. Items Paid by Seller at Closing, and C. Prorated Amounts.
- ¶ 6 Deleted from contract (Method of Payment) Made into Exhibit (Form F60, Financing Contingency)
- ¶ 8 Moved to ¶ 16.
- ¶ 9 Moved to ¶ 10.
- ¶ 9B (2) Added (and proposed changes thereto) in after "all existing neighborhood conditions". Replaced "producing factories" with "and/or noise producing land uses" after "stadiums, odors".

- ¶ 9C Deleted (Termites).
- ¶ 10 Moved to ¶ 11. Title of ¶ changed to "Property Sold Subject to Due Diligence Period "As-Is""
- ¶ 10A Deleted from ¶ (Property Sold with the Right to Request Repairs). Made into an exhibit (Form F129)
- ¶ 10B Moved to 11A. Divided into 4 sections; 1. Contract is Option Contract, 2. Purpose of Due Diligence Period, 3. Right to Terminate and 4. Warranties of Buyer.
- ¶ 10C Moved to 11B.
- ¶ 11 Deleted from contract (Waiver of Certain Rights Regarding Lead-Based Paint).
- ¶ 12 Moved to ¶ 8.
- ¶ 12A (3) changed to "declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date". (4) The sentence "The deed of conveyance and owner's affidavit...treated as a closing cost" deleted from ¶.
- ¶ 12B Second sentence changed to "If Seller fails to satisfy valid title objections prior to closing or any extension thereof which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement upon written notice to Seller."
- ¶ 12C First sentence changed to "A survey of Property is  OR is not  attached to this Agreement as an exhibit." Added "Notwithstanding any other provision to the contrary contained herein" before "Buyer shall have the right to terminate..."
- New ¶ 12 is titled Appraisal.
- Appraisal. [Check if the Property is subject to the Appraisal Contingency Exhibit. If the box is not checked this Agreement is not subject to the Appraisal Contingency Exhibit.]
- This Agreement is subject to the Appraisal Contingency Exhibit, attached hereto.
- ¶ 13 Deleted from contract (Taxes and Prorations).
- ¶ 14 Moved to ¶ 9.
- ¶ 15 Moved to ¶ 13. In section A. 1 added "the" after "earnest money upon" and deleted "the" at the beginning at (d) and "upon the" in (e). Added the sentences "Nothing herein shall prevent the Seller from declining any tender of the earnest money by the Holder and pursuing the Buyer for any available remedy at law or in equity. In such event, Holder may disburse the earnest money to the Buyer upon a reasonable interpretation of the agreement as set forth below." at the end of section A.
- ¶ 16 Moved to ¶ 14.
- ¶ 16B Deleted "have performed valuable services and" in first sentence. The sentence beginning with "In the event" and following sentences after have been changed to "In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission."
- ¶ 16C Added an additional line.
- ¶ 17 Moved to ¶ 15. In first sentence added "other than what is expressly included in this Agreement" after "statements of Brokers".
- New Lead base paint ¶ added as ¶ 17.
- ¶ 18A Added sentence "It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding."
- ¶ 18C Added "by the party to whom the notice was intended or that person's authorized agent" after "it is actually received" in first sentence.
- ¶ 18D Added the sentence "Said Broker and affiliated licensee shall be authorized agents of the party for the purpose of receiving notice." Added "or that party's authorized agent" to the end of the last sentence.
- ¶ 19C Added "supersedes all of their prior written and verbal agreements" before "and shall be binding upon the parties..."
- ¶ 19D Added "survive the closing and conditions of this Agreement" after "parties agree herein shall"
- ¶ 19H Added "or the Broker (except in a designated agency transaction) or affiliated licensee of Broker representing that party as a client," in the first sentence after "the last offer" in the last sentence added "to be" a counteroffer.
- ¶ 19J Added GAR forms ¶.

## F21 Special Stipulations Continued

Title changed to "Special Stipulations"

## F22 Counteroffer

¶ on page 1 edited and now reads: "The following is a counteroffer ("Counteroffer") to that certain offer to purchase or sell real property set forth in the Purchase and Sale Agreement dated \_\_\_\_\_ ("Offer") located at: \_\_\_\_\_, Georgia \_\_\_\_\_."

¶ on page 2 edited and moved to page 1. Now reads: "The provisions set forth in this Counteroffer shall control over any conflicting or inconsistent provisions set forth in the Offer and shall supersede all previous counteroffers. By signing below, all parties acknowledge and agree that the Offer: (1) is incorporated herein by reference; (2) is accepted subject to the terms and conditions of this Counteroffer; and (3) as modified by this Counteroffer, is the entire agreement of the parties. No prior representation, inducement or agreement of the parties that is not contained in the Offer, as modified by this Counteroffer, shall be binding upon the parties. The Binding Agreement Date shall be the date when the party who made this Counteroffer receives notice that it has been accepted. At any time between the Binding Agreement Date and the closing, either party if so requested by the other party, shall sign a conformed copy of the Agreement incorporating therein the terms and conditions of the Offer as modified by this Counteroffer. All terms and conditions of the offer are agreed to and accepted by the undersigned with the express exceptions of the following:"

Box to mark if additional Special Stipulations are attached edited and moved to the bottom of page 1. Now reads: "Mark box if additional pages are attached."

In Time Limit box "Agreement shall constitute an offer ("Offer") which" was replaced with "Counteroffer"

In Acceptance box "Offer" was replaced with "Counteroffer"

In Binding Agreement Date has been changed to "The Binding Agreement Date in this transaction is \_\_\_\_\_ and has been filled in by \_\_\_\_\_."

## F23 New Construction Purchase and Sale Agreement

- ¶ 1 Divided Purchase and Sale ¶ into 2 separate ¶'s (Purchase and Sale and Legal Description). Purchase and Sale ¶ includes the address for the Property. Legal Description ¶ is broke into sections A and B. Sections include check boxes; A. is for a legal description being attached and B. is for a legal description not being attached. Section B. is also broke into 2 sections which give options for Plat Book and page number and Deed Book and page number.
- ¶ 2 Moved to ¶ 3. Title changed to Purchase Price and Method of Payment. Money order removed from payment options. The sentence "The method of payment shall be cash at closing" added at the end.
- ¶ 3 Moved to ¶ 4.
- ¶ 4 Moved to ¶ 6. Sentence beginning with "In the event Seller fails to..." removed from ¶. Paragraph sectioned into 3 parts. A. Date of Closing; B. Right to Unilaterally Extend Closing Date and C. Possession.
- ¶ 5 Seller's Contributions at Closing ¶ deleted and replaced with Closing Costs ¶. Closing Costs ¶ is divided into 3 sections, A. Items Paid by Buyer at Closing, B. Items Paid by Seller at Closing, and C. Prorated Amounts.
- ¶ 6 Deleted from contract (Method of Payment)
- ¶ 8 Moved to ¶ 15.
- ¶ 9 Moved to ¶ 8.
- ¶ 9A (3) changed to "declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date". (4) The sentence "The deed of conveyance and owner's affidavit...treated as a closing cost" deleted from ¶.
- ¶ 9B Second sentence changed to "If Seller fails to satisfy valid title objections prior to closing or any extension thereof which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement upon written notice to Seller."
- ¶ 9C First sentence changed to "A survey of Property is  OR is not  attached to this Agreement as an exhibit." Added "Notwithstanding any other provision to the contrary contained herein" before "Buyer shall have the right to terminate..."
- ¶ 10 Deleted from contract (Taxes and Prorations).
- ¶ 11 Moved to ¶ 9.
- New ¶ 11 is titled Appraisal.
- Appraisal. [Check if the Property is subject to the Appraisal Contingency Exhibit. If the box is not checked this Agreement is not subject to the Appraisal Contingency Exhibit.]
- This Agreement is subject to the Appraisal Contingency Exhibit, attached hereto.
- ¶ 12 In section A. 1 added "the" after "earnest money upon" and deleted "the" at the beginning at (d) and "upon the" in (e). Added the sentences "Nothing herein shall prevent the Seller from declining any tender of the earnest money by the Holder and pursuing the Buyer for any available remedy at law or in equity. In such event, Holder may disburse the earnest money to the Buyer upon a reasonable interpretation of the agreement as set forth below." at the end of section A.
- ¶ 13B Deleted "have performed valuable services and" in first sentence. The sentence beginning with "In the event" and following sentences after have been changed to "In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission."
- ¶ 13C Added an additional line.
- ¶ 14 In first sentence added "other than what is expressly included in this Agreement" after "statements of Brokers".
- ¶ 15 Moved to ¶ 16
- ¶ 15A Added sentence "It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding."
- ¶ 15C Added "by the party to whom the notice was intended or that person's authorized agent" after "it is actually received" in first sentence.
- ¶ 15D Added the sentence "Said Broker and affiliated licensee shall be authorized agents of the party for the purpose of receiving notice." Added "or that party's authorized agent" to the end of the last sentence.
- ¶ 16 Moved to ¶ 17
- ¶ 16C Added "supersedes all of their prior written and verbal agreements" before "and shall be binding upon the parties..."
- ¶ 16D Added "survive the closing and conditions of this Agreement" after "parties agree herein shall"
- ¶ 16H Added "or the Broker (except in a designated agency transaction) or affiliated licensee of Broker representing that party as a client," in the first sentence after "the last offer" in the last sentence added "to be" a counteroffer.
- ¶ 16J Added GAR forms ¶.
- ¶ 17 Moved to ¶ 10. Existing ¶ made into Section A. Right of Buyer to Inspect Paragraph. Added Section B. from the New 2008 (F20) Purchase and Sale Agreement.
- ¶ 19 Moved to ¶ 20.
- ¶ 20 Moved to ¶ 19.

¶ 22 Deleted "New Construction Exhibit".  
Binding Agreement Date made the same as the New 2008 Purchase and Sale Agreement.

## F24 New Construction Exhibit

Selling and Listing Broker Initials Removed on page 3

## F25 Pre-Construction Specifications Exhibit

Selling and Listing Broker Initials Removed on page 4

## F27 Lot Purchase and Sale Agreement

¶ 1 Divided Purchase and Sale ¶ into 2 separate ¶'s (Purchase and Sale and Legal Description). Purchase and Sale ¶ includes the address for the Property. Legal Description ¶ is broke into sections A and B. Sections include check boxes; A. is for a legal description being attached and B. is for a legal description not being attached. Section B. is also broke into 2 sections which give options for Plat Book and page number and Deed Book and page number.

¶ 2 Moved to ¶ 3. Title changed to Purchase Price and Method of Payment.

¶ 3 Moved to ¶ 4.

¶ 4 Moved to ¶ 6. Sentence beginning with "In the event Seller fails to..." removed from ¶. Paragraph sectioned into 3 parts. A. Date of Closing; B. Right to Unilaterally Extend Closing Date and C. Possession.

¶ 5 Seller's Contributions at Closing ¶ deleted and replaced with Closing Costs ¶. Closing Costs ¶ is divided into 3 sections, A. Items Paid by Buyer at Closing, B. Items Paid by Seller at Closing, and C. Prorated Amounts.

¶ 6 Deleted from contract (Method of Payment)

¶ 8 Moved to ¶ 14.

¶ 10 Moved to ¶ 8.

¶ 10A (3) changed to "declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date". (4) The sentence "The deed of conveyance and owner's affidavit...treated as a closing cost" deleted from ¶.

¶ 10B Second sentence changed to "If Seller fails to satisfy valid title objections prior to closing or any extension thereof which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement upon written notice to Seller."

¶ 10C First sentence changed to "A survey of Property is  OR is not  attached to this Agreement as an exhibit." Added "Notwithstanding any other provision to the contrary contained herein" before "Buyer shall have the right to terminate..."

New ¶ 10 is titled Appraisal.

Appraisal. [Check if the Property is subject to the Appraisal Contingency Exhibit. If the box is not checked this Agreement is not subject to the Appraisal Contingency Exhibit.]

This Agreement is subject to the Appraisal Contingency Exhibit, attached hereto.

¶ 11 Deleted from contract (Taxes and Prorations).

¶ 12 Moved to ¶ 11. In section A. 1 added "the" after "earnest money upon" and deleted "the" at the beginning at (d) and "upon the" in (e). Added the sentences "Nothing herein shall prevent the Seller from declining any tender of the earnest money by the Holder and pursuing the Buyer for any available remedy at law or in equity. In such event, Holder may disburse the earnest money to the Buyer upon a reasonable interpretation of the agreement as set forth below." at the end of section A.

¶ 13 Moved to ¶ 12.

¶ 13B Deleted "have performed valuable services and" in first sentence. The sentence beginning with "In the event" and following sentences after have been changed to "In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission."

¶ 13C Added an additional line.

¶ 14 Moved to ¶ 13. In first sentence added "other than what is expressly included in this Agreement" after "statements of Brokers".

¶ 15A Added sentence "It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding."

¶ 15C Added "by the party to whom the notice was intended or that person's authorized agent" after "it is actually received" in first sentence.

¶ 15D Added the sentence "Said Broker and affiliated licensee shall be authorized agents of the party for the purpose of receiving notice." Added "or that party's authorized agent" to the end of the last sentence.

¶ 16C Added "supersedes all of their prior written and verbal agreements" before "and shall be binding upon the parties..."

¶ 16D Added "survive the closing and conditions of this Agreement" after "parties agree herein shall"

¶ 16H Added "or the Broker (except in a designated agency transaction) or affiliated licensee of Broker representing that party as a client," in the first sentence after "the last offer" in the last sentence added "to be" a counteroffer.

¶ 16J Added GAR forms ¶.

Special Stipulations Sentence revised to say the same as the New 2008 Purchase and Sale Agreement.

## F28 Special Stipulations (Lot) Exhibit

Deleted (All Special Stipulations combined in the 2008 Special Stipulations Form)

## F29 Lease/Purchase Agreement

- ¶ 1 Divided Purchase and Sale ¶ into 2 separate ¶'s (Purchase and Sale ¶ and Legal Description). Purchase and Sale ¶ includes the address for the Property. Legal Description ¶ is broke into sections A and B. Sections include check boxes; A. is for a legal description being attached and B. is for a legal description not being attached. Section B. is also broke into 2 sections which give options for Plat Book and page number and Deed Book and page number.
- ¶ 2 Moved to ¶ 3. Title changed to Purchase Price and Method of Payment. Money order removed from payment options. The sentence "The method of payment shall be cash at closing" added at the end.
- ¶ 3 Moved to ¶ 4.
- ¶ 4 Moved to ¶ 6. Sentence beginning with "In the event Seller fails to..." removed from ¶. Paragraph sectioned into 3 parts. A. Date of Closing; B. Right to Unilaterally Extend Closing Date and C. Possession.
- ¶ 5 Seller's Contributions at Closing ¶ deleted and replaced with Closing Costs ¶. Closing Costs ¶ is divided into 3 sections, A. Items Paid by Buyer at Closing, B. Items Paid by Seller at Closing, and C. Prorated Amounts.
- ¶ 6 Deleted from contract (Method of Payment)
- ¶ 8 Moved to ¶ 16.
- ¶ 9 Moved to ¶ 10.
- ¶ 9B (2) Added (and proposed changes thereto) in after "all existing neighborhood conditions". Replaced "producing factories" with "and/or noise producing land uses" after "stadiums, odors".
- ¶ 9C Deleted (Termites).
- ¶ 10 Moved to ¶ 11. Title of ¶ changed to "Property Sold Subject to Due Diligence Period "As-Is""
- ¶ 10A Deleted from ¶ (Property Sold with the Right to Request Repairs). Made into an exhibit (Form F129)
- ¶ 10B Moved to 11A. Divided into 4 sections; 1. Contract is Option Contract, 2. Purpose of Due Diligence Period, 3. Right to Terminate and 4. Warranties of Buyer.
- ¶ 10C Moved to 11B.
- ¶ 11 Deleted from contract (Waiver of Certain Rights Regarding Lead-Based Paint).
- ¶ 12 Moved to ¶ 8.
- ¶ 12A (3) changed to "declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date". (4) The sentence "The deed of conveyance and owner's affidavit...treated as a closing cost" deleted from ¶.
- ¶ 12B Second sentence changed to "If Seller fails to satisfy valid title objections prior to closing or any extension thereof which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement upon written notice to Seller."
- ¶ 12C First sentence changed to "A survey of Property is  OR is not  attached to this Agreement as an exhibit." Added "Notwithstanding any other provision to the contrary contained herein" before "Buyer shall have the right to terminate..."
- New ¶ 12 is titled Appraisal.
- Appraisal. [Check if the Property is subject to the Appraisal Contingency Exhibit. If the box is not checked this Agreement is not subject to the Appraisal Contingency Exhibit.]
- This Agreement is subject to the Appraisal Contingency Exhibit, attached hereto.
- ¶ 13 Deleted from contract (Taxes and Prorations).
- ¶ 14 Moved to ¶ 9.
- ¶ 15 Moved to ¶ 13. In section A. 1 added "the" after "earnest money upon" and deleted "the" at the beginning at (d) and "upon the" in (e). Added the sentences "Nothing herein shall prevent the Seller from declining any tender of the earnest money by the Holder and pursuing the Buyer for any available remedy at law or in equity. In such event, Holder may disburse the earnest money to the Buyer upon a reasonable interpretation of the agreement as set forth below." at the end of section A.
- ¶ 16 Moved to ¶ 14.
- ¶ 16B Deleted "have performed valuable services and" in first sentence. The sentence beginning with "In the event" and following sentences after have been changed to "In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission."
- ¶ 16C Added an additional line.
- ¶ 17 Moved to ¶ 15. In first sentence added "other than what is expressly included in this Agreement" after "statements of Brokers".
- New Lead base paint ¶ added as ¶ 17.
- ¶ 18A Added sentence "It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding."
- ¶ 18C Added "by the party to whom the notice was intended or that person's authorized agent" after "it is actually received" in first sentence.
- ¶ 18D Added the sentence "Said Broker and affiliated licensee shall be authorized agents of the party for the purpose of receiving notice." Added "or that party's authorized agent" to the end of the last sentence.
- ¶ 19C Added "supersedes all of their prior written and verbal agreements" before "and shall be binding upon the parties..."
- ¶ 19D Added "survive the closing and conditions of this Agreement" after "parties agree herein shall"
- ¶ 19H Added "or the Broker (except in a designated agency transaction) or affiliated licensee of Broker representing that party as a client," in the first sentence after "the last offer" in the last sentence added "to be" a counteroffer.
- ¶ 19J Added GAR forms ¶.

¶ 22 Deleted "Lease for Lease/Purchase Agreement Exhibit"  
Special Stipulations Sentence revised to say the same as the New 2008 Purchase and Sale Agreement.

### F30 Lease for Lease/Purchase Agreement Exhibit

¶ 11 Lead Based Paint ¶ replaced with new Lead Based Paint ¶ in new F20 contract.

### F32 Instructions to Closing Attorney/Commission Confirmation Agreement

Form title changed to "Commission Confirmation Agreement/Instructions to Closing Attorney"

### F33 Condominium Resale Purchase and Sale Agreement

¶ 1 Divided Purchase and Sale ¶ into 2 separate ¶'s (Purchase and Sale and Legal Description). Purchase and Sale ¶ includes the address for the Property. Legal Description ¶ is broke into sections A and B. Sections include check boxes; A. is for a legal description being attached and B. is for a legal description not being attached. Section B. is also broke into 2 sections which give options for Plat Book and page number and Deed Book and page number.

¶ 2 Moved to ¶ 3. Title changed to Purchase Price and Method of Payment. Money order removed from payment options. The sentence "The method of payment shall be cash at closing" added at the end.

¶ 3 Moved to ¶ 4.

¶ 4 Moved to ¶ 6. Sentence beginning with "In the event Seller fails to..." removed from ¶. Paragraph sectioned into 3 parts. A. Date of Closing; B. Right to Unilaterally Extend Closing Date and C. Possession.

¶ 5 Seller's Contributions at Closing ¶ deleted and replaced with Closing Costs ¶. Closing Costs ¶ is divided into 3 sections, A. Items Paid by Buyer at Closing, B. Items Paid by Seller at Closing, and C. Prorated Amounts.

¶ 6 Deleted from contract (Method of Payment)

¶ 8 Moved to ¶ 16.

¶ 9 Moved to ¶ 10.

¶ 10 Moved to ¶ 11. Title of ¶ changed to "Property Sold Subject to Due Diligence Period "As-Is""

¶ 10A Deleted from ¶ (Property Sold with the Right to Request Repairs). Made into an exhibit (Form F129)

¶ 10B Moved to 11A. Divided into 4 sections; 1. Contract is Option Contract, 2. Purpose of Due Diligence Period, 3. Right to Terminate and 4. Warranties of Buyer.

¶ 10C Moved to 11B.

¶ 11 Deleted from contract (Waiver of Certain Rights Regarding Lead-Based Paint).

¶ 12 Moved to ¶ 8.

¶ 12A (3) changed to "declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date". (4) The sentence "The deed of conveyance and owner's affidavit...treated as a closing cost" deleted from ¶.

¶ 12B Second sentence changed to "If Seller fails to satisfy valid title objections prior to closing or any extension thereof which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement upon written notice to Seller."

¶ 13 Deleted from contract (Taxes and Prorations).

¶ 14 Moved to ¶ 9.

¶ 15 Moved to ¶ 13. In section A. 1 added "the" after "earnest money upon" and deleted "the" at the beginning at (d) and "upon the" in (e). Added the sentences "Nothing herein shall prevent the Seller from declining any tender of the earnest money by the Holder and pursuing the Buyer for any available remedy at law or in equity. In such event, Holder may disburse the earnest money to the Buyer upon a reasonable interpretation of the agreement as set forth below." at the end of section A.

¶ 16 Moved to ¶ 14.

¶ 16B Deleted "have performed valuable services and" in first sentence. The sentence beginning with "In the event" and following sentences after have been changed to "In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission."

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New Lead base paint ¶ added as ¶ 17.

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¶ 18D Added the sentence "Said Broker and affiliated licensee shall be authorized agents of the party for the purpose of receiving notice." Added "or that party's authorized agent" to the end of the last sentence.

¶ 19C Added "supersedes all of their prior written and verbal agreements" before "and shall be binding upon the parties..."

¶ 19D Added "survive the closing and conditions of this Agreement" after "parties agree herein shall"

¶ 19H Added "or the Broker (except in a designated agency transaction) or affiliated licensee of Broker representing that party as a client," in the first sentence after "the last offer" in the last sentence added "to be" a counteroffer.

¶ 19J Added GAR forms ¶.

Special Stipulations Sentence revised to say the same as the New 2008 Purchase and Sale Agreement.

### F34 Land Purchase and Sale Agreement

- ¶ 1 Divided Purchase and Sale ¶ into 2 separate ¶'s (Purchase and Sale and Legal Description). Purchase and Sale ¶ includes the address for the Property. Legal Description ¶ is broke into sections A and B. Sections include check boxes; A. is for a legal description being attached and B. is for a legal description not being attached. Section B. is also broke into 2 sections which give options for Plat Book and page number and Deed Book and page number.
- ¶ 2 Moved to ¶ 3.
- ¶ 3 Moved to ¶ 6
- ¶ 4 Deleted (Earnest Money). Replaced with Amount and Deposit of Earnest Money from the 2008 Purchase and Sale Agreement.
- ¶ 5 Moved to ¶ 9
- ¶ 6 Moved to ¶ 10.
- ¶ 7 Moved to ¶ 8
- ¶ 8 Moved to ¶ 7
- ¶ 9 Moved to ¶ 5
- ¶ 10 Deleted (Taxes and Prorations).
- ¶ 11 Moved to ¶ 13. In first sentence added "other than what is expressly included in this Agreement" after "statements of Brokers".
- ¶ 12 Moved to ¶ 14
- ¶ 13 Moved to ¶ 12.
- ¶ 13B Deleted "have performed valuable services and" in first sentence. The sentence beginning with "In the event" and following sentences after have been changed to "In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission."
- ¶ 13C Deleted (Disclosure of Commission, Rebate, or Direct Profit).
- ¶ 13D Added an additional line.
- ¶ 14 Moved to ¶ 16. Replaced with "Other Provisions" found in 2008 Purchase and Sale Agreement.
- ¶ 15 Replaced with the "Notices" found in 2008 Purchase and Sale Agreement.
- ¶ 16 Deleted (Assignment)
- ¶ 17 Deleted (GAR Forms). It is already covered in new "Other Provisions" paragraph.  
Special Stipulations Sentence revised to say the same as the New 2008 Purchase and Sale Agreement.

### New GAR Form Added – F35 Dwelling and Land Both Have Value Exhibit

#### F49 Owner's Property Disclosure Statement (Lease) Exhibit

Opening ¶ ¶ edited to read "This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_."

#### F50 Seller's Property Disclosure Statement Exhibit

Opening ¶ edited to read "This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_,"

Notice to Buyer and Seller ¶ revised to say: "This disclosure statement is designed to assist Seller in disclosing to prospective buyers material adverse facts relating to the physical condition of Property that may not be readily observable, disclosing historical information and past problems with Property, and identifying those fixtures/items that are included with the sale of Property. All answers are to be answered with respect to the above referenced property. IF THE ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES" SELLER SHALL FULLY EXPLAIN THE ANSWER TO THE QUESTION IN THE BLANK CORRESPONDING TO THE QUESTION AND/OR IN THE ADDITIONAL EXPLANATIONS PARAGRAPH."

- ¶ 8 Added section "(i) Are any of the plumbing fixtures on the Property not low water flow fixtures? If yes, please describe in the Additional Explanations paragraph which fixtures are not low water flow fixtures."
- ¶ 11 (c) The second sentence changed to "If yes, the nature of the facilities should be described in the Additional Explanations paragraph and the optional fee or charge is \$ \_\_\_\_\_"
- ¶ 12 (b) The second sentence changed to "If yes, please identify in the Additional Explanations the product or products and the general location of each on Property."  
Added new section (k) "Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?"
- ¶ 13 Added "Gates", "Light Bulbs Fixtures (Except Chandeliers)", "Propane in Tank" and "Safe" as options to check off.
- ¶ 15 Revised to "Additional Explanations for All Questions Answered "Yes": [Explanations should reference the number of the question for which more detailed information is being provided.]

#### F51 Seller's Property Disclosure Statement (New Construction) Exhibit

Opening ¶ edited to read "This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_,"

Notice to Buyer and Seller ¶ revised to say: This disclosure statement is designed to assist Seller in disclosing to prospective buyers material adverse facts relating to the physical condition of Property that may not be readily observable, disclosing historical information and past problems with Property, and identifying those fixtures/items that are included with the sale of Property. All answers are to be answered with respect to the above referenced property. IF THE ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES" SELLER SHALL FULLY EXPLAIN THE ANSWER TO THE QUESTION IN THE BLANK CORRESPONDING TO THE QUESTION AND/OR IN THE ADDITIONAL EXPLANATIONS PARAGRAPH.

¶ 9 Added new section (d) "Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?"

¶ 11 Revised to "Additional Explanations for All Questions Answered "Yes": *[Explanations should reference the number of the question for which more detailed information is being provided.]*

#### **F52 Seller's Property Disclosure Statement (Condominium) Exhibit**

Form title changed to "Seller's Property Disclosure Statement (Condominium) Exhibit"

Opening ¶ edited to read "This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_,"

Notice to Buyer and Seller ¶ revised to say: This disclosure statement is designed to assist Seller in disclosing to prospective buyers all known material or adverse facts relating to the physical condition of Unit and Property that are not readily observable, disclosing historical information and past problems with Unit and Property and identifying those fixtures/items that are included with the sale of Unit. For the purposes of this Disclosure Statement, the term "Unit" shall not include any interest in the common elements (including limited common elements) assigned to Unit in the Declaration. The term "Association" shall mean the condominium or Unit owners' association for the above referenced condominiums. The term "Property" shall refer to all property made a part of the condominium in which Unit is located. All answers are to be answered with respect to the above referenced property. IF THE ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES" SELLER SHALL FULLY EXPLAIN THE ANSWER TO THE QUESTION IN THE BLANK CORRESPONDING TO THE QUESTION AND/OR IN THE ADDITIONAL EXPLANATIONS PARAGRAPH.

¶ 11 Added new section (h) "Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?"

¶ 15 Revised to "Additional Explanations for All Questions Answered "Yes": *[Explanations should reference the number of the question for which more detailed information is being provided.]*

#### **F53 Seller's Property Disclosure Statement (Lot/Land) Exhibit**

Form title changed to "Seller's Property Disclosure Statement (Lot/Land) Exhibit"

Opening ¶ edited to read "This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_,"

Notice to Buyer and Seller ¶ revised to say: This disclosure statement is designed to assist Seller in disclosing to a buyer all known material or adverse facts relating to the physical condition of Property that are not readily observable. All answers are to be answered with respect to the above referenced property. IF THE ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES" SELLER SHALL FULLY EXPLAIN THE ANSWER TO THE QUESTION IN THE BLANK CORRESPONDING TO THE QUESTION AND/OR IN THE ADDITIONAL EXPLANATIONS PARAGRAPH.

¶ 5 Added new section (d) "Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?"

¶ 8 Revised to "Additional Explanations for All Questions Answered "Yes": *[Explanations should reference the number of the question for which more detailed information is being provided.]*

#### **F56 A Brief Guide to Mold, Moisture, and Your Home**

Form renamed "Mold Pamphlet"

#### **F60 Request for Loan Information**

Form Number changed to F74.

#### **New GAR Form Added – F60 Financing Contingency Exhibit**

#### **F61 Loan Assumption Exhibit**

Form made into 1 page.

¶ 4 Moved to ¶ 9

¶ 5 Moved to ¶ 4

¶ 6 Deleted from the contract. (Buyer shall pay all usual and customary closing costs, assumption...transfer charges")

¶ 7 Moved to ¶ 5

¶ 8 Moved to ¶ 6

¶ 9 Moved to ¶ 7

¶ 10 Moved to ¶ 8

Selling and Listing Broker Initials removed.

## **F62 Loan Assumption (Cash to Control the Purchase Price) Exhibit**

Form made into 1 page.

¶ 5 Deleted from the contract (\_\_\_\_\_ shall pay all usual and customary Closing Costs, assumption fees and loan transfer charges.)

¶ 6 Moved to ¶ 5

¶ 7 Moved to ¶ 6

¶ 8 Moved to ¶ 7

¶ 9 Moved to ¶ 8

Selling and Listing Broker Initials removed.

## **F63 FHA Loan**

Selling and Listing Broker Initials removed.

## **F65 VA Loan Exhibit**

Selling and Listing Broker Initials removed.

## **F66 Institutional Second Mortgage Contingency Exhibit**

Selling and Listing Broker Initials removed

## **F67 Seller Financing (First Mortgage) Exhibit**

Form made into 1 page.

Selling and Listing Broker Initials removed.

## **F68 Seller Financing (Second Mortgage) Exhibit**

Selling and Listing Broker Initials removed.

## **F69 Seller Financing (Third Mortgage) Exhibit**

Selling and Listing Broker Initials removed.

## **F70 Seller Financing (Wrap Around Mortgage) Exhibit**

Selling and Listing Broker Initials removed.

## **F72 Estimate of Net to Seller**

Old referenced ¶ numbers in Form updated to reflect the changes in the 2008 Purchase and Sale Agreement and accompanying Exhibits.

¶ 10 Deleted from the contract (State of Georgia Property Transfer Tax). The following ¶'s renumbered to reflect this change.

¶ 16 Changed to "Document Preparation Fees (FHA/VA) (Form 63/65)"

¶ 23 Removed "Total"

## **New GAR Form Added – F75 Source of Buyer's Funds Exhibit**

## **F80 Earnest Money Held by Seller Exhibit**

Selling and Listing Broker Initials removed.

## **F81 Additional Earnest Money Held by Seller Exhibit**

Selling and Listing Broker Initials removed.

## **F83 Termination and Release Agreement**

Form combined with Form F132 Notice of Decision to Terminate. New Form titled F83 "Notice to Terminate; Termination and Release Agreement"

## **F84 Security Held by Broker Exhibit**

Selling and Listing Broker Initials removed.

## **F90 Sale or Lease of Buyer's Property Contingency Exhibit**

Selling and Listing Broker Initials removed.

## **F91 Back-Up Agreement Contingency Exhibit**

Selling and Listing Broker Initials removed.

## **F92 General Contingency Exhibit**

Selling and Listing Broker Initials removed.

## **New GAR Form Added – F93 Appraisal Contingency Agreement**

## **New GAR Form Added – F108 Amendment to Reduce Sales Price**

## **F120 Additional Comments**

Line added after Additional Page (“\_\_\_\_\_”)

Initials at the bottom of the page changed to “Selling Broker’s Initials”; “Listing Broker’s Initials”; “Buyer’s Initials”; and “Seller’s Initials”.

## **F123 Association/Assessment Fee Exhibit**

Selling and Listing Broker Initials removed.

## **F127 Condominium Legal Description Exhibit**

Selling and Listing Broker Initials removed.

## **F128 Exhibit to Agreement Exhibit**

Selling and Listing Broker Initials removed.

## **New GAR Form Added – F129 Property Sold with the Right to Request Repairs Exhibit**

## **New GAR Form Added – F142 Confidentiality Agreement**

## **F132 Notice of Decision to Terminate Agreement (deleted)**

Form combined with Form F83 Termination and Release Agreement. New Form titled F83 “Notice to Terminate; Termination and Release Agreement”

## **F138 Survey Resolution Exhibit**

Selling and Listing Broker Initials removed.

## **F139 Temporary Occupancy Agreement for Buyer Prior to Closing Exhibit**

Selling and Listing Broker Initials removed.

## **F140 Temporary Occupancy Agreement for Seller After Closing Exhibit**

Selling and Listing Broker Initials removed.

## **CF1 Commercial Exclusive Seller Listing Agreement**

- ¶ 5A Removed “acceptable to the Seller” at the end of the sentence and replaced it with “of at least \$\_\_\_\_\_ (which amount includes the commission) or any other price acceptable to Seller”
- ¶ 5B Moved to 5C. Added check boxes with options to (1) “Assist to the extent requested by Seller in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement” or (2) “Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer”.
- ¶ 5C Moved to 5B.
- ¶ 8C Language modified. “Protection Period” defined.

## **CF2 Commercial Purchase and Sale Agreement**

- ¶ 1 Divided Purchase and Sale ¶ into 2 separate ¶’s (Purchase and Sale and Legal Description). Purchase and Sale ¶ includes the address for the Property. Legal Description ¶ is broke into sections A and B. Sections include check boxes; A. is for a legal description being attached and B. is for a legal description not being attached. Section B. is also broke into 2 sections which give options for Plat Book and page number and Deed Book and page number.
- ¶ 2 Moved to ¶ 3. Money order removed from payment options. The sentence “The method of payment shall be cash at closing” added at the end.
- ¶ 3 Moved to ¶ 6
- ¶ 6 Moved to ¶ 10
- ¶ 10 Deleted from the Contract (Taxes and Prorations).
- ¶ 11 Moved to ¶ 12
- ¶ 12 Moved to ¶ 13.
- ¶ 12B Deleted “have performed valuable services and” in first sentence. The sentence beginning with “In the event” and following sentences after have been changed to “In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission.”
- ¶ 12C Added an additional line.
- ¶ 13 Moved to ¶ 14. In first sentence added “other than what is expressly included in this Agreement” after “statements of Brokers”.
- ¶ 14 Moved to ¶ 11.
- ¶ 15 ¶ Beginning “ Any such assignment shall not...” is deleted.
- ¶ 16 Moved to ¶ 17 and replaced with the “Other Provision” section found in 2008 Purchase and Sale Agreement.
- ¶ 17 Moved to ¶ 16 and replaced with the “Notices” section found in the 2008 Purchase and Sale Agreement.
- ¶ 18 Deleted (GAR Forms). Is covered in the new 17J

¶ 19 Moved to ¶ 18.

Special Stipulations Sentence revised to say the same as the New 2008 Purchase and Sale Agreement.  
Binding Agreement Date made the same as the New 2008 Purchase and Sale Agreement.

#### **CF4-BUS Commercial Purchase and Sale of Business Along with Real Property**

Form Number changed to CF4 – B1

#### **CF4-ORI Commercial Purchase and Sale of a Residential, Office, Retail or Industrial Building**

Form Number changed to CF4 – B2

#### **CF4-PP Commercial Purchase and Sale of Equipment and/or Other Personal Property**

Form Number changed to CF4 – B3

#### **New GAR Form Added – CF20 Confidentiality Agreement**

#### **CO1 Independent Contactor**

¶ 1E Added 3 Check boxes for “Exhibit “\_\_\_\_\_””, “policy and procedures manual” and “as may be required by Broker upon 15 (fifteen) days written notice to Licensee”.

¶ 1F Removed the word “to” at the beginning of the sentence.

¶ 1J (c) changed “all formal charges” to “any pending charges”

¶ 1 Added sections N. and O.

¶ 3B Added “or policy procedure manual” to the end of the sentence.

¶ 5B (a) changed to “all listings, office keys, files on pending transactions, materials, property of Broker, or other similar items shall be returned to Broker”

(b) added “and all loans and advances made by Broker to the Licensee”

(d) added “or any other brokerage engagement”

¶ 7 Copied A., B. and C. from the Notices ¶ in the Purchase and Sale Agreement.

¶ 12 Added sentence “The Broker does  or does not  consent to Licensee having a Real Estate team or being a member of a Real Estate team. If does is marked above the parties will enter into the Agreement for Licensee Use of a Real Estate Assistant (GAR form CO2)”.

License # field added to signature lines.

New ¶'s added; 13. Corporations, 14. Out-of-State License, 15. Agent Rental Property and 16. Performance of Settlement Services Other Than Real Estate Brokerage Services.

#### **Forms CO2 – CO7**

Deleted and replaced with New GAR Form: CO4 “Agreement for Licensee use of a Real Estate Assistant”.

**New GAR Form Added – CO2 “Amendment to Independent Contractor Agreement to Provide for Payment of Commission to Corporation (“Amendment”)”**

**New GAR Form Added – CO3 “Agreement between Licensee, Georgia Broker and Our-of-State Broker”**

#### **CO8 Agreement Between Georgia Broker and Out-of-State Broker (For Listing of Georgia Property)**

Made form into 2 pages.

#### **Special Stipulations related to Form F20, Purchase and Sale Agreement**

Deleted (All Special Stipulations combined in the 2008 Special Stipulations Form)

#### **Special Stipulations Miscellaneous**

Deleted (All Special Stipulations combined in the 2008 Special Stipulations Form)

#### **DELETED SPECIAL STIPULATIONS**

##### **From F28**

Option to Terminate After Due Diligence

##### **From Special Stipulations for F20**

Buyer's Right to Terminate with Right to Inspect

Closing Costs and Selection of Attorney in all Cash Closing

Contingent upon Appraisal – Seller may Reduce Sales Price

Loan Approval Letter

Mortgage Lender Choice

Seller Selection of Buyer's Attorney

Setback/Encroachments Warranty

##### **From Special Stipulations Miscellaneous**

Acceptance of Covenants

## **NEW SPECIAL STIPULATIONS**

Agricultural Lease  
Carpet shall be Professionally Cleaned  
Closing Date Extension  
Conservation Reserve Payments (CRP)  
Conservation Use Tax Exemption  
Earnest Money Non-Refundable  
Farm Equipment  
Farm Services (FSA) Crops Bases, Entitlements, and/or Allotments  
Hunting Rights  
Irrigation Systems  
Seller Retains Lease-Back  
Septic System Clearance Letter, Allocation of Fees  
Setback/Zoning Contingency  
Short Sale  
Tax ID as Description  
Termites, Guaranty provided by Seller  
Termites, Seller Agrees to Treat and/or Repair Termite Damage  
Termites, Seller to Provide New Report to Buyer  
Timber Lease  
Timber Sale Agreement  
Water Sources  
Well Clearance Letter, Allocation of Fees

## **T1 Purchase and Sale Agreement Contract Time Limits Worksheet**

Revised to reflect Changes in the 2008 Purchase and Sale Agreement