

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT OF SALE made this _____ day of _____ 200____, by and between

hereinafter referred to as the "SELLER" and _____, hereinafter referred to as the "PURCHASERS" witnesseth; That the Purchasers herewith deposits with SELLER, and to be deposited UPON SELLER RECEIVING A COMMITMENT LETTER or upon 7 days from the date

of this contract, whichever occurs first, the sum of \$_____, Dollars as earnest money to constitute part payment of purchase price. The Seller in consideration of earnest money deposited has this day sold, and does hereby agree to convey a good and valid warranty deed to said Purchasers, the following described real estate in **Rutherford** County to wit:

Lot # _____ Subdivision: **Villages of Valley Green, Smyrna, TN 37167**

This property is being purchased as: **New Construction**

Street Address: _____

Purchase Price: \$ _____ **FLOOR PLAN:** _____ **Approx.Sq. Ft.:** _____

THIS PROPERTY: IS LOCATED IN A PLANNED UNIT DEVELOPMENT SUBDIVISION. ASSOCIATION DUES ARE NOT CURRENTLY BEING CHARGED. Association dues are expected to be approx. \$10.00 per month.

PAYABLE AS FOLLOWS: MAXIMUM FHA _____

CONVENTIONAL _____ VA LOAN _____ (Funding fee is to be added to the loan.)

On all loans, Purchasers are to pay pre-paid interest, if any. Purchasers to pay for appraisal.

Seller to pay up to \$ _____ (total) in closing cost, pre-pays and title.

Buyers are to pay all pre-paid interest. On any fees or percentage shown that Seller is paying, Seller's closing amount is not to EXCEED this amount. This does NOT mean Seller will pay this exact amount. Seller will pay only the closing fees listed within the provisions of this contract. The percentage and/or amount shown includes, the title policy, pre-paid taxes & insurance, courier fees, etc. Lender to provide Seller, (via fax 825-0066) with a copy of Buyer's Good Faith Estimate. This contract is contingent on the Good Faith Estimate.

TITLE: Purchaser _____ Seller _____ agrees to furnish a title insurance policy as of the date of closing, as part of and to be included in the total amount of closing cost Seller has agreed to pay. This policy is to be in the usual form, subject only to the usual printed exceptions and those agreed in this contract. Seller's attorney to furnish title policy if Seller is paying any closing cost or participating in Ameri Dream.

All new homes are built energy efficient. This is not to be confused with any energy saving program offered by NES. Seller does not advertise NES energy saver homes.

The Items Below are included: (Unless noted, all appliance colors will be white.)

Seller to furnish dishwasher, Seller to furnish Stove, Refrigerator, Electric Utilities as currently installed, Concrete Drive, Deck or patio in rear

Attach & initial internet listing as an integral part of this contract.

Lot # & Subdv. _____ Buyers Name: _____

Contact Agent		Agent E-Mail	
Agent Phone		Agent Fax	
Mortgage Company		Phone	
Loan Officer		Processor	
Mortgage Fax #		Target Closing Date	

GUARANTY TITLE 355-1057 _____ SERVICE ESCROW 793-8800 _____ To close this loan.

Purchasers are to list their preferred closing attorney at the time this agreement is submitted, or Seller’s attorney will close for both parties. If this loan is sent to any attorney not listed on this contract, Seller will not close the loan. Seller cannot do a split closing if Seller is paying any closing cost.

CLOSING ATTORNEY:

The Seller reserves the right to approve any Closing Attorney and Mortgage Company for this transaction. The Seller will pay a Maximum of \$25.00 for closing fees to any closing attorney the Purchasers, or the Purchasers agent wishes to close this loan. If Purchasers elect to choose an attorney to close this loan, they must insure a power of attorney can be used for the Seller (Seller will provide), and a closing statement must be faxed to the Seller prior to closing. Seller’s attorney will furnish the title policy. If these arrangements cannot be approved by the Purchaser’s attorney, Seller will choose the closing attorney.

APPRAISAL:

Purchasers acknowledge they are to pay the Lender directly for the appraisal. Depending on the Lender, the cost should be approx. \$300.00. If for any reason the loan does not close, this fee is non-refundable.

SURVEY: MEC ENGINEERING TO DO THE MORTGAGE SURVEY IF LENDER REQUIRES, PHONE 831-9596.

Purchasers do _____ do NOT _____ have a home to sell before this loan can close.

Purchasers are _____ are not _____ required to do the touch up cleaning on this house. (If the Seller has paid any closing cost, title policy, etc. Purchasers are required to do the touch up cleaning.)

APPLIANCES:

In order to prevent theft, it is the policy of Seller, to deliver all appliances after closing. Please indicate below how you would like your appliances handled. We do _____ do NOT _____ want our appliances delivered AFTER closing. We acknowledge and understand if for any reason the appliances are stolen, Seller will not be responsible, and will not replace the appliances. Any appliances or stove vents already installed, will remain. Any color changes made, will be at Purchaser’s expense.

Seller cannot issue refund checks or credits for appliances. If Seller’s appliances are not what the Buyers want, please deduct the appropriate amounts (provided by the agent) from the sales price at the time this agreement is written. Once the appraisal has been completed, this cannot be changed.

VA LOANS

If Purchasers proposes to purchase said property and to pay for the same from the proceeds of a VA loan for which he will make an application, the following must be completed as part of this contract, otherwise this portion of the contract is not applicable. **CONSIDERATION:** Purchasers agree to purchase said real estate and to pay therefore the sum of \$Maximum, upon the following terms: ALL CASH, balance subject to Purchasers ability to obtain a VA loan in the amount of MAXIMUM. This contract shall be null and void if the purchaser is unable to obtain a VA loan and earnest money will be refunded. IT is expressly agreed that not withstanding any other provisions of this contract, the purchaser shall not incur penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration the purchaser may however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration. The seller is to be charged with any special assessments for same thereafter. IF PROPOSED construction, the following is to be included as part of this contract. If existing construction, the following should be deleted from this contract: House to be constructed on above described lot in accordance with plans and specifications on file with the Veterans

Administration. The Builder is to be charged with any special assessments included in the said plans and specifications.

FHA LOANS

If Purchaser proposes to purchase said property and to pay for same from the proceeds of an FHA loan for which he will make an application, the following must be completed as part of this contract, otherwise this portion of the contract is not applicable. **CONSIDERATION:** Purchasers agree to purchase said real estate and to pay therefore the sum of **\$Maximum**, upon the following terms: ALL CASH subject to Purchasers ability to secure an FHA loan in the amount of Maximum. This contract shall become null and void if the purchaser is unable to obtain an FHA loan and all earnest money will be refunded. "IT is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement Lender setting forth the appraised value of the property of not less than **\$Maximum**. The purchaser shall however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised evaluation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value of the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

BREACH OF CONTRACT BY PURCHASER: Purchasers shall pay to Seller named below, as damages an amount equal to the commission set forth below, or a minimum of 5% selling price, the greater of the two, and a reasonable attorney's fee and all cost for any collection thereof. The earnest money herewith deposited by Purchasers may be applied by the Seller to such damages, but this shall not preclude the Seller from suing for specific performance of this agreement or for damages, or both. It is distinctly understood and agreed that in the event the Purchasers shall default in the terms of this contract in any manner, **AFTER SIGNING THIS AGREEMENT FOR THE FOLLOWING REASONS**, but not limited to these reasons: An increase in debt amount, judgement, non payment of rent, foreclosure, default on any debt, or changing their mind, this is considered a breach of contract and minimum damages of \$4,500.00 or 5%, the greater of the two, may be applied at Sellers' discretion.

BREACH OF CONTRACT BY SELLER: If Seller should default, all earnest money will be refunded to the Purchasers, and Purchasers may sue for specific performance of this contract. It is expressly understood and agreed that this instrument contains the entire agreement between the parties and that, except as noted herein, there are no oral or collateral conditions, agreement or representations. Seller will not be responsible for any representations made by any agent, employee, superintendent or company representative concerning any matter that has not been agreed upon in writing between the Purchasers and Seller in this contract. Seller reserves the right to void this contract if at any time he feels he cannot satisfy the Purchasers and all earnest money will be refunded. Charges paid for plan changes, appraisal fees, credit report fees or any items Purchasers elected to purchase for this property, will not be refunded.

DISCLAIMER: Purchasers acknowledge they have not relied upon the advice or representations, if any, from the agent, the Seller, any Seller representative, or any employee of the Seller, relative to: the tax consequences of this contract, or the sale of this Property; the purchase and ownership of the Property, covenants, restrictions, easements, flood plains, zoning ordinances, placement of outbuildings, fences, garage(s), swimming pools, property lines, easements of property lines, investment potential or the resale value of the Property. Purchasers acknowledge if such matters have been of concern to them, they have sought and obtained independent advice relative thereto.

MORTGAGE LOAN FEES:

Purchasers acknowledge the Seller will not pay any of the following fees including, **but not limited to:** Amortization fees, Federal Express fees, underwriting fees, tax service fees, warehouse fees, courier fees, document preparation fees, processing fees, commitment fees, loan origination fees, application fees, administration fees, review appraisal fees, assignment fees, etc. These are elective fees charged by the Lender. It is the Purchasers responsibility to insure before the Purchasers mortgage company processes the Purchasers loan that these fees will not be charged. Purchasers understand the Seller will provide a list of Lenders the Seller uses on a regular basis who do not charge these fees if the Purchaser's Lender charges these fees. The Seller will not close this loan if these fees or any junk fees, are listed on the closing statement.

Unless handwritten in this contract, the Seller has not agreed to pay any discount points or buy down fees. Under no circumstances does the Seller guarantee any interest rate for the Purchasers. Purchasers agree to pay all discount points, if any, for desired interest rate available. Seller will pay, \$25.00 closing fee, Recording fees; One deed and one Deed of Trust, Survey & a Flood Certification Fee of \$25.00.

CREDIT INFORMATION:

We authorize the Seller to inquire on our mortgage loan status at any time until our loan is closed. This includes but is not limited to: Employment verifications, Credit status and credit report information, income, debts, income tax returns, ratios, etc. We further authorize the mortgage company to release this information to the Seller until such time as our loan has closed or been denied. **Purchaser & Agent acknowledge if the Purchaser's Lender has run an in-file credit report, it must be submitted with this agreement. If a credit report is not submitted with this agreement, the Seller will run a credit report.**

would distinguish this property as being occupied, or being owned by Purchaser.

HEAT & AIR:

Purchasers have a 1 year warranty on the heat & air. After 1 year, Purchasers are responsible for any labor cost to repair. Purchasers have a 5 year manufacturer parts warranty on the heat and air; for the compressor. After one year, labor cost is NOT covered with Seller, or with the manufacturer of the heat & air unit. This includes cleaning the compressor, adding freon, etc. As the heat and air unit is the most used item in any new home, we strongly recommend making it a habit to change the filter on the 1st day of every month to insure optimum performance.

PROPERTY DISCLOSURE:

If this property is being purchased as new construction, there is no information for the Seller to provide to the Purchaser, regarding property disclosure. New construction is exempt from property disclosure due to builder warranty.

Seller does hereby notify Buyer that the said property is being offered without a Residential Property Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Section 9 of the Act for the following reason: This is a transfer involving the first sale of the dwelling, and the builder is providing a written warranty.

Buyer is advised that no representation or Warranties express or implied, as to the condition of the property and it's improvements, are being offered by Seller or Seller's Agent, and that Buyer should make a thorough and diligent inspection of the property. Buyer is further advised to have the property inspected by a licensed professional inspector.

RESTRICTIONS:

This lot number is subject to restrictions, plats and easements of public record. Plat has been recorded. Buyers herein agree to accept and abide by all terms and conditions set forth in the Covenants, Conditions and Restrictions for said Subdivision. Any party violating the Covenants, Conditions and Restrictions to said Subdivision agrees to pay all cost including attorney fees and court costs in enforcing the restrictions.

The parties expressly acknowledge and agree that while all attempts will be made by both sides to avoid controversies growing out of this purchase and sale, any such controversies or disagreements that cannot be settled shall be resolved only by judicial proceedings. Any party violating this agreement shall pay to the builder the sum of \$3,000.00 as damages, if the Buyer or entity associated with the Buyer contacts any agency or television media, including but not limited to, The Better Business Bureau or the Board for Licensing Contractors without contacting the Builder in writing by certified mail, as agreed listing the repair items and allowing the Builder a reasonable time to repair these items, prior to any alleged complaint.

Upon closing this loan or moving into this property, Purchasers acknowledge Seller will not be responsible for any representations made by any agent, employee or superintendent as to items being completed or repaired after closing or moving in, or regarding any other matter. All agreements must be made between the Purchaser and Seller, in writing.

Possession will be given upon closing this loan. All utilities are to be placed in the Purchasers name starting the day they move in, or close their loan, whichever occurs first. No cut off notice will be given by the Seller.

 **Purchasers have not agreed to purchase this property based on any representation not included in this Contract for Sale.**

If this contract is a re-write from an earlier contract, this contract takes precedence over any and all other agreements. I, (WE) certify that I, (WE) have fully read, understand and accept all the provisions of this contract.

Witness my hand this _____ day of _____ 200____. Time: _____ AM PM

Time is of the essence of this contract and all conditions thereof.

PURCHASER

SELLER

PURCHASER

PUNCH LIST ITEMS:

A walk through will not be provided until after the Builder has received a punch list, listing all, if any items, that are of concern and the Builder has had the opportunity to address these items. No home will be closed by the Seller until the Purchaser has signed off, accepting all conditions of this home. It is the Seller's intent to insure the Purchaser is happy and satisfied with the home prior to closing.

CONSTRUCTION ITEMS:

- A. Purchasers acknowledge all additional items shown on advertisement brochures are for illustration purposes only. Unless it is specifically stated herein, no additional items shown on advertisement brochures are included in this sale. Items shown in model homes are for illustration only. Model home fixtures, mirrors, upgrades, etc., are not included in this sale, unless specifically stated herein.
- B. It is expressly understood if the Purchasers pay for any items outside of their contract sales price with or without the Seller's consent for this property, and the Purchasers do not close on this property for any reason, the Seller will not be liable to refund or compensate the Purchasers for any such purchases. It is strongly recommended the Purchasers do not buy anything for this house until their loan has closed and they obtain title to this property.
- C. Seller will grade the yard to the front street and side property lines. Seller will grade the back of the yard 30 feet from the back of the house or the property lines, the lesser of the two. If the Purchasers would like any additional dozier work done, Seller will provide this service for \$80.00 per hour, with a minimum charge of 1 hour.
- D. Purchasers acknowledge if at any time the Purchasers and/or Seller void this contract and the Purchasers earnest money is refunded, this constitutes a hold harmless agreement (no further claims) by and between both parties and all agents involved in this transaction.
- E. Purchasers acknowledge there is no standard code requirement or specification for any garage size. All garages built by the Seller are sized to conform with the floor plan. It is the Purchasers responsibility to insure BEFORE closing, their vehicle(s) will fit in the garage. The Seller assumes no liability if for any reason any vehicle does not fit in any garage before or after closing this sale.

REPAIRS AND/OR WARRANTY ITEMS:

- 1.All trees removed or left in place, will be determined by Seller according to sewer lines, floor plan, driveways, easements, etc. Unless specifically stated in this contract, the Seller has not agreed to remove any trees from this lot. However, it may be necessary for the Seller to remove trees not stated in this contract for the purpose of building the house, easements, driveways, sewer, etc. Seller is not responsible for any trees that may die or have been left in the yard, after the Purchaser moves into the property.
- 2.Seller does not warranty any yard work, lawn establishment, shrubbery or trees on the property after closing this sale.. Purchasers are responsible for watering and caring for the lawn. Seller is not responsible for rain storms, or lack of rain, hail storms, flooding, strong winds, insects and birds. Seller will provide enough seed and straw for Purchasers to establish an adequate lawn. Purchasers understand after the house is inspected and approved by all inspectors relative to this contract of sale, if any additional dirt or topsoil is wanted by the Purchasers, they agree to pay for this. Seller will not be responsible for yard erosion or exposed rock due to weather conditions.
- 3.Seller does not warranty any drywall or painting, after closing this sale.
- 4.Purchasers acknowledge any Builder warranty they may have is non transferable to a new homeowner if this property is re-sold within one year from closing date.
- 5.Purchasers acknowledge after the Lenders final inspection has been received, this property has been completed. The Seller is not required to make any further repairs to this property. Upon moving in the property and/or closing this loan, the Purchasers acknowledge all items have been completed, the Purchasers are satisfied and accept all conditions of the property. There are no punch list items that need to be completed. No oral promises have been made by any agent, superintendent, employee or representative of any kind for the Seller, that have not been fulfilled. Purchasers further acknowledge after all items are completed on this property and all inspections have been passed by the local codes office and the Lender's inspector, this property is being purchased as is, except for mechanical items and items covered within all other provisions of this contract.
- 6.Upon closing this home, UNLESS the purchaser has anything in writing from the Seller, the Seller is not aware of any problems or unfinished work that needs to be done. Seller is not aware of any verbal commitment or representation that may have been made to any Purchaser, and will not be responsible.
- 7.Purchasers acknowledge concrete will settle and occasionally there will be cracks. Seller will not be responsible for any cracks in

concrete driveways, sidewalks, porches, mortar or bricks.

8. Purchasers acknowledge Seller will not clean any carpet after Purchaser has moved into the property. Purchaser to inspect carpet prior to moving in.

9. This contract is contingent upon any repairs or improvements required by the Lender, VA, FHA, THDA or any inspector or agency that has not been agreed upon in this contract. The Seller has not agreed to build this house according to any government regulations required by the Purchasers Lender. The Seller will build this house according to Codes Officials for this specific County. If any additional requirements are made by the Lender or government agency due to the Purchasers loan type, the Purchasers agree to pay for this. Seller reserves the right to void this contract if any agency requires the Seller to do anything to this house that he has not agreed to do.

10. Purchasers acknowledge if they are purchasing a home FHA, VA or Conventional and the Seller has agreed to pay any closing cost or participate in the Ameri Dream program, the Seller is NOT required by any Lender or government agency to do this. The Seller has agreed to do this to help the Purchasers obtain a loan with the minimum amount of money down. Purchasers acknowledge they would rather have the builder pay their closing cost than receive a 1 year builder warranty except for Appliances, heat & air, electrical, plumbing, roof shingles, material only; roof leaks up to 120 days after closing or upon moving in, whichever occurs first, and vinyl siding.

11. For and in consideration of the Seller paying a portion of the Purchaser's closing cost, the parties agree, the Purchasers are to take care of all repairs under \$300.00 per item, after closing this sale except for the items listed herein, in section #10. If any dispute should arise pertaining to unwarranted items under \$300.00, the Purchaser agrees to reimburse to the Seller all monies the Seller paid for the Purchaser, at closing, and the Seller agrees to repair all items under \$300.00.

12. Purchasers further acknowledge if the appraised value is reduced by any Lender or Appraiser, the Seller has the right as well as the Purchasers, to void this contract as both Purchasers and Seller have agreed on a specific sales price. If the Seller and Purchasers agree to proceed with the sale of this property at a reduced price, the Purchasers agree to take care of all repairs and Seller is not offering any builder warranty after closing, except for any manufacturer items such as heat & air, electrical, plumbing or appliances. Purchaser also acknowledges if the Seller has discounted this house due to a cash sale, taken a second mortgage, if Purchasers moved in prior to closing, or if Seller has provided a wrap around mortgage, this paragraph applies as well. Any manufacturer repair item covered by the Seller must be sent to the Seller in writing, by certified mail. The Seller will not be responsible for phone calls to the office.

List any items, that you have added to the advertised price of this home. Base Price: \$ _____

Item Added: _____ \$ _____

Item Added: _____ \$ _____

Total Price of Home \$ _____

I, (WE) certify that I, (WE) have fully read, understand and accept all the provisions of this exhibit to the contract. This agreement is included and is an integral part of the "Contract for Sale".

Witness my hand this _____ day of _____ 200____.

** Purchasers are to initial each page of this contract at the bottom.

PURCHASER

SELLER

PURCHASER

** Attention all Purchasers, Please request a copy of this agreement from your agent, after this contract has been signed by the Seller. This Contract for Sale and all required attachments are not valid without the Seller's signature.

Commission Agreement

Lot # _____ Subdivision: **VILLAGES OF VALLEY GREEN**

Buyer Name: _____ Contract Date: _____

REAL ESTATE COMMISSION - Commissions to be paid by Seller in connection with this transaction have been negotiated between seller and Listing Broker. **Commissions will be deemed earned, and will be paid, only when and if a closing occurs & the Seller's existing loan has been paid, or when and if the Seller defaults under the sales contract with the Purchaser. If the closing does not occur for any reason, the broker will not be entitled to a commission.** Seller reserves the right to reduce the commission from the listing agent, to cover any additional expenses he has had to incur that are not part of this contract, if the listing agent does not collect for these items. Seller reserves the right to reduce the commission from the listing agent if he leaves the company or if he does not take care of his Buyer and it becomes necessary for the Seller to employ another agent to take care of the Buyers. Seller will not be responsible for any agent commission agreements that are not listed on this page of this contract. On any loan where the Seller has agreed to take a second mortgage, the Seller will only pay commission on the first mortgage.

Listing Broker _____ Shall Receive _____
Company Name As Commission

Selling Broker _____ Shall Receive _____
Company Name As Commission

+++++

LISTING OFFICE INFORMATION ONLY: Buyers Last name: _____

Lot # _____ Subdivision: _____ Price: _____

Agent(s): _____ Commission amount: _____

How did you obtain the buyer? _____

Seller will not pay any junk fees to the Mortgage Lender. Seller will pay the fees listed in this contract, and on form 1000C provided to all agents. If any other fee is charged on the closing statement to the Seller, the Seller will deduct this amount from the agent(s) commission check. It is the agent's responsibility to work out all fees between the Seller, and the Lender.

Selling agent has not talked to any other agent(s) (other than agent(s) listed this contract) about this property.

_____ Selling Agent Initial

Buyers Income Ratio: _____ Debt Ratio: _____

Selling Agent Date

Seller

BEFORE ANY HOME IS TAKEN OFF THE MARKET, THE SELLER MUST HAVE THE INFORMATION BELOW.

Lot Number: _____ **Subdivision:** _____

Borrower's Gross Monthly Income (before taxes) _____ **Co Borrower's:** _____

Borrower Time on Job: _____ **Co Borrower Time on Job:** _____

Borrower Debts: _____ **Co Borrower Debts:** _____

Amount CURRENTLY Paying in Monthly Rent? _____ **is rent paid on time and current?** _____

How long at current residence? Years _____ Months _____

Our Lender, Has _____ Has NOT _____ run an infile credit report on my/our loan at this time.

Borrower Full Name: _____
Last First Middle Jr/Sr

Co-Borrower Full Name: _____
Last First Middle Jr/Sr

Address: _____
House # Street Apt. #

_____ City State Zip

Borrower, Co -Borrower,
Social Security Number: _____ **Social Security Number:** _____

Home Phone: _____ **Borrower Work Phone:** _____

Co-Borrower Work Phone: _____ **Other:** _____

E-Mail Address 1: _____

E-Mail Address 2: _____