

## CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used herein, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

DOG TOWN RD

PROPERTY ADDRESS

<p>SELLER NAME: <u>RJHT Partners</u></p> <p>LICENSEE NAME: <u>B J BROWN</u></p> <p>in this consumer's current or prospective transaction, is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Seller is Unrepresented.</p> <p><input checked="" type="checkbox"/> Agent for the Seller.</p> <p><input type="checkbox"/> Designated Agent for the Seller.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p>	<p>BUYER NAME: _____</p> <p>LICENSEE NAME: _____</p> <p>in this consumer's current or prospective transaction, is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Buyer is Unrepresented.</p> <p><input type="checkbox"/> Agent for the Buyer.</p> <p><input type="checkbox"/> Designated Agent for the Buyer.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p>
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This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3<sup>rd</sup> Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

By signing below, parties acknowledge receipt of confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

<p>34 <u>LAWS</u> <u>RJHT</u> <u>2-8-13</u></p> <p>35 Seller Signature _____ Date _____</p>	<p>Buyer Signature _____ Date _____</p>
<p>36</p> <p>37 Seller Signature _____ Date _____</p> <p>38 <u>B J BROWN</u></p> <p>39 Listing Licensee _____ Date _____</p> <p>40 <u>Cheryl Leika Brown Realty</u></p> <p>41 Listing Company _____</p>	<p>Buyer Signature _____ Date _____</p> <p>Selling Licensee _____ Date _____</p> <p>Selling Company _____</p>

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



42 6. COMPENSATION. A total of \$ \_\_\_\_\_, or P % compensation based on the total sales  
43 price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by  
44 delivery of warranty deed and payment of purchase price ("Closing"). In any exchange of the Property, Seller consents  
45 to Broker receiving compensation from both parties based upon the value of both properties.

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

55 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified  
56 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed  
57 to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The  
58 compensation payable for the sale of Property is not set in any manner other than between Broker and Seller. The  
59 Property is offered without regard to race, color, religion, sex, handicap, familial status or national origin. A request  
60 from a Seller to observe discriminatory requirements in the sale or lease of the Property will not be granted since it is a  
61 violation of the law.

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

73 7. FURTHER INFORMATION CONCERNING PROPERTY.

74 (A) Mineral, oil, gas, water and timber rights.

75 Will conveyance of this Property include all mineral, oil, gas, water and timber rights? ☒ Yes / ☐ No

76 If no, please explain: \_\_\_\_\_  
77

78 (B) Crops.

79 Crops planted at the time of sale will:

80 ☒ Pass with the land to the buyer OR ☐ Remain with the Seller OR ☐ Other (please describe): \_\_\_\_\_  
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82 (C) Leasehold or Tenant's Rights.

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

84 None  
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86 (D) Licenses or Usage Permits.

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

89 None  
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91 (E) Utilities.

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

94 Electricity: ☒

Gas: \_\_\_\_\_

95 Municipal Sewer: \_\_\_\_\_

Municipal Water: ☒

96 Telephone: ☒

Cable: \_\_\_\_\_



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- F Zoning.  
Seller represents that the Property is zoned Farm/for
- G Flood Zone.  
Is the Property or any part thereof located in a flood zone?  
no
- H Exterior Injection Well, Soil Absorption and/or Percolation Test.  
1. Exterior Injection Well. Does the Seller have knowledge of an exterior injection well being present on the Property? ☐ Yes / ☒ No  
2. Soil Absorption and/or Percolation Test. Has the Property been tested for ☐ soil absorption and/or ☐ percolation? If either box is checked, please provide a copy of test results within \_\_\_\_\_ days of signing Listing Agreement.
- I Subsurface Sewage Disposal.  
Has the Property been evaluated for a Sub-Surface Sewage Disposal System? ☐ Yes / ☒ No  
If yes, please provide a copy within \_\_\_\_\_ days of signing Listing Agreement.
- J Survey.  
Has the Property been surveyed? ☐ Yes / ☒ No If yes, please provide a copy of the most recent survey within \_\_\_\_\_ days of signing Listing Agreement.
- K Special Tax Arrangements.  
Is the Property in any special tax arrangement such as Green Belt? ☒ Yes / ☐ No  
If yes, please list details: \_\_\_\_\_
- L Foreign/Unnatural Materials on Property.  
Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine production, radioactive material or radon on the Property (structure or soil)? ☐ Yes / ☒ No  
If yes, please list details, including the substance and its location: \_\_\_\_\_

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

Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and may divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Broker shall offer a cooperative compensation to any agent who is a member participant of any MLS in which Property is listed in the amount of 4 % of Selling Price/monthly rental amount or \$ \_\_\_\_\_ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member participant of the MLS(es) in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an agent who is not a member participant in the MLS(es) in which the Property is listed, it will be in the amount of 4 % of Selling Price/monthly rental amount or \$ \_\_\_\_\_ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. In this event, Broker shall notify Seller in writing that a cooperative compensation is being offered to that nonmember participant agent. Seller will assist Broker in any reasonable way in selling Property and will refer to Broker all inquiries regarding this Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final sales information to the MLS for the purpose of compiling comparable sales data reports.

Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used

