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2026 GAR Changes

Continuing Education Course

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Universal Changes

- Statute of Limitations reduced to 1 year
- “Commission” corrected to “Compensation”
- Capitalization of defined terms
- “Notices” becomes “Notice”
- Format for dates updated to accommodate different software (no more __ day of __, 2026)




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F101:

Exclusive Seller Brokerage Engagement agreement

EXCLUSIVE SELLER BROKERAGE ENGAGEMENT AGREEMENT


 2026 Printing

State law prohibits Broker from representing Seller as a client without first entering into a written agreement with Seller under O.C.G.A. § 10-4A-1 et. seq.

A. KEY TERMS AND CONDITIONS

1. Exclusive Seller Brokerage Engagement Agreement. For and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned seller(s) ("Seller") and the undersigned broker (hereinafter "Broker" or "Seller's Broker") do hereby enter into this Exclusive Seller Brokerage Engagement Agreement ("Agreement") for Broker to exclusively represent Seller in listing and selling the property described below ("Property") for sale on the terms and conditions set forth herein.

a. Property Identification: Address: _____ County _____ Georgia, ZIP Code _____
 City _____
 Tax Parcel ID Number: _____

b. Legal Description: The legal description of the Property is [select one of the following below]:

(1) attached as an exhibit hereto;

(2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; OR

(3) Land Lot(s) _____ of the _____ District _____ of _____ County, Georgia, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq. of the land records of the above county; OR

(4) described below if Property is a condominium unit and a full legal description is to be used
(NOT TO BE USED IF PROPERTY IS A FEE SIMPLE TOWNHOME)
 Unit _____ of _____ Condominium ("Condominium"), located in Land Lot _____ of _____ District of _____ County, Georgia, together with its percentage of undivided interest in the common elements of the Condominium, and its interest in the limited common elements assigned to the unit ("Unit"). The Condominium was created pursuant to the Declaration of Condominium for any Condominium ("Declaration"), recorded in Deed Book _____, Page _____, et seq., _____ County, Georgia records ("Declaration"), and shown and delineated on the plat of survey filed in Condominium Plat Book _____, Page _____, _____ County, Georgia records, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____, _____ County, Georgia records.

2. List Price and Listing Period

a. The price at which the Property shall be listed for sale is \$ _____ (List Price).

b. Commencement Date of Agreement: _____ This Agreement shall commence and be effective upon it being signed by Seller and Broker and a signed copy delivered to both parties.

c. Ending Date of Agreement: _____ This shall be the last full date of the Agreement after which it shall terminate and no longer be in effect unless the parties agree in writing to extend it.

d. Listing Period. The term of this Agreement shall also be known as the listing period or listing term.

3. Marketing

a. Selection of Multiple Listing Service(s). Broker agrees to file the listing with the following Multiple Listing Service(s) ("MLS(s)");

b. DELIVERY OF AGREEMENT TO AND LISTING WITH MLS. THIS AGREEMENT SHALL BE TIMELY DELIVERED TO AND LISTED WITH THE ABOVE-REFERENCED MULTIPLE LISTING SERVICE(S) IN ACCORDANCE WITH THE RULES OF SUCH MULTIPLE LISTING SERVICE(S), WHICH MAY LIMIT THE AVAILABILITY AND TIME DURATION OF THE MARKETING OPTIONS BELOW. THIS OBLIGATION AND THESE LIMITATIONS SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT LANGUAGE CONTAINED HEREIN.

c. Marketing Commencement Date. _____ This shall be the date when the Property is first marketed to the public. Seller shall have the right, upon notice to Broker, to move this date up or back by not more than _____ days.

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F101 Exclusive Seller Brokerage Engagement Agreement

A(3)(b) Delivery of Agreement to and Listing with MLS

Sellers select their preferred marketing option but if in conflict, the rules of the MLS control

- 3. Marketing.**
- a. Selection of Multiple Listing Service(s).** Broker agrees to file the listing with the following Multiple Listing Service(s) ("MLS(s)");
- b. DELIVERY OF AGREEMENT TO AND LISTING WITH MLS.** THIS AGREEMENT SHALL BE TIMELY DELIVERED TO AND LISTED WITH THE ABOVE-REFERENCED MULTIPLE LISTING SERVICE(S) IN ACCORDANCE WITH THE RULES OF SUCH MULTIPLE LISTING SERVICE(S), WHICH MAY LIMIT THE AVAILABILITY AND TIME DURATION OF THE MARKETING OPTIONS BELOW. THIS OBLIGATION AND THESE LIMITATIONS SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT LANGUAGE CONTAINED HEREIN.
- c. Marketing Commencement Date:** _____ This shall be the date when the Property is first marketed to the public. Seller shall have the right, upon notice to Broker, to move this date up or back by not more than _____ days.

A(3)(c)(i) Marketing Commencement Date, Coming Soon

New Paragraph

- i. Coming Soon.** If offered by the MLS, Seller directs or does not direct Broker to file the Property listing in the MLS(s) listed above in "Coming Soon" status for _____ days prior to the Marketing Commencement Date, during which time the Property will be visible to MLS participants as Coming Soon, but the Property may not be shown to the public or purchased during this period. At the end of this period, the Property will be changed to "Active" status and marketed to the public as set forth in Section A.3.(c) above. The maximum Coming Soon status period is set by the MLS. If the Coming Soon status period herein exceeds the maximum days permitted by the MLS, then the MLS maximum shall control.

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F101 Exclusive Seller Brokerage Engagement Agreement

A(3)(d) MLS Marketing Options

New Paragraph

Options not selected do not become part of the Agreement. There is no default option so you must make a selection!

- d. MLS Marketing Options:** Within one (1) business day of the Marketing Commencement Date, the listing must be filed with the MLS(s) listed above. Seller directs Broker to market the Property for sale using the Multiple Listing Service option selected below: *[Select the option below which applies. The options not selected shall not become part of this Agreement.]*
- (1) Immediate Public Marketing Option.** The listing will be immediately visible to MLS participants and may be electronically distributed through Internet Data Exchange ("IDX") so that MLS participants can display it on their websites. The Property may also be distributed through syndication to make it available to be viewed on various third-party websites such as REALTOR.COM, Zillow, or Homes.com. Such listings are considered to be active listings and the Property may be shown to potential buyers.
- (2) Delayed Marketing Exempt Option.** The listing will be immediately visible to MLS participants and may appear on the websites of Broker and Broker's licensees. However, marketing of the Property by other brokers through the IDX and syndication to third-party websites will be delayed for a period of _____ days. During the Delayed Marketing Exempt Period, the listing will not appear on other brokers' websites or on websites like REALTOR.COM, Zillow and Homes.com. Such listings are considered active listings and the Property may be shown to potential buyers.
- (3) Office Exclusive Marketing Option.** The Property will initially be marketed through an office exclusive period of _____ days during which time the Property listing will only be available to licensees affiliated with Broker. During the Office Exclusive Marketing period, the Property listing will be submitted to the MLS(s) listed above, however, the listing will neither be marketed publicly nor disseminated through the MLS and will not be visible to other MLS participants. Such listings are considered to be active listings and the Property may be shown to potential buyers.
- e. Disclaimer:** BY SIGNING THIS AGREEMENT, SELLER UNDERSTANDS AND ACKNOWLEDGES THAT IF SELLER IS DELAYING THE PUBLIC MARKETING OF THE PROPERTY, BY SELECTING AN OFFICE EXCLUSIVE MARKETING OPTION OR THE DELAYED MARKETING EXEMPT OPTION, SELLER MAY NOT MAXIMIZE EITHER THE NUMBER OF OFFERS SELLER RECEIVES OR THE PRICE OFFERED TO BUY THE PROPERTY. SELLER NEVERTHELESS KNOWINGLY WAIVES THE POTENTIAL BENEFITS OF IMMEDIATE PUBLIC MARKETING.

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F101 Exclusive Seller Brokerage Engagement Agreement

A(4)(c) Whether Compensations is Offered to Buyer's Broker

Clarifies that shared compensation not requested or accepted by Buyer's Broker is retained by Seller's Broker.

4. **Compensation to Broker(s) for Professional Services ("Compensation"):**
- a. **Generally:** Compensation to Broker(s) is negotiable and is not set by law.
- b. **Compensation to Seller's Broker:** Seller agrees to pay Seller's Broker the following Compensation at the closing of any Contract to Sell (as that term is hereinafter defined) of the Property as follows:
- _____ percent (____%) of the purchase price;
- \$ _____;
- (other) _____;
- c. **Whether Compensation is Offered to Buyer's Broker:** Seller hereby approves the following: [Select all which are applicable]
- (1) not initially offering Compensation to Buyer's Broker but marketing that Seller is open to receiving offers in which Seller pays Compensation to Buyer's Broker;
- (2) Compensation being offered to Buyer's Broker by either: Seller (in addition to the Compensation being paid to Seller's Broker); Seller's Broker (out of the Compensation being paid to Seller's Broker); or Seller and Seller's Broker as set forth in "other" section below:
- _____ percent (____%) of the purchase price;
- \$ _____;
- (other) _____;
- If Seller's offer of Compensation to the Buyer's Broker is conditional, specify the conditions here: _____;
- OR**
- (3) No Compensation being offered or marketed to Buyer's Brokers.
- For all purposes herein, the term "Buyer's Broker" shall mean the Broker, including the Broker representing the Seller, if they are also working with or representing the buyer as a customer or client. If buyer or Buyer's Broker does not request or accept the full amount of Compensation being offered by Seller's Broker, the remainder shall be additional compensation to Seller's Broker.

Universal Change: F104

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F101 Exclusive Seller Brokerage Engagement Agreement

B(5) Protected Period

New Language about showing property to buyers virtually

5. **Protected Period.** The Protected Period shall be the period of time set forth in this Agreement commencing upon the expiration or the unilateral termination of this Agreement by Seller during which Broker shall be protected for its Compensation (or leasing Compensation, as applicable). If this Agreement is unilaterally terminated by Seller without the consent of the Broker, the Protected Period shall be: a) the number of days remaining on what would have been the original listing period had it not been terminated, plus b) the number of days set forth as the Protected Period in Section A.5 of this Agreement. There shall be no Protected Period if Broker and Seller mutually agree to terminate this Agreement. In the event that during the Protected Period, Seller enters into a Contract to Sell or lease, lease/purchase, or lease with an option to purchase of all or any portion of the Property which during the term of this Agreement was shown to any buyer (either in person or virtually), or such buyer was provided information about the Property, either directly or through a broker working with the buyer, then Seller shall pay Broker at closing (or the commencement of the lease, lease/purchase, or lease with an option to purchase, as applicable), the Compensation or leasing Compensation set forth above. For all purposes herein, showing property to buyers virtually shall include showing the buyers the property by video or sending a video tour of the property to the buyers.

Universal Change: F104

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F107 Authorization to Show Unlisted Property

Paragraph 5 Protected Period—added to the first page as a stand-alone term

Paragraph 6(B) further defines the Protected Period. The language was updated so that it aligns with the terms of the Protected Period in F101 and F104.

AUTHORIZATION TO SHOW UNLISTED PROPERTY



2026 Printing

- In consideration of the services and efforts of _____, a licensed real estate broker (hereinafter "Broker"), the undersigned owner (hereinafter "Owner") hereby grants to Broker the right and privilege to show and offer for sale and/or lease to one or more prospective buyers/tenants, from the date of _____ to the date of _____ (hereinafter "Authorization Period"), the property located at _____, Georgia, TAXID/PIN # _____ and described in the Legal Description Paragraph below.
- Legal Description.** The full legal description of the Property is: *(Select A, B, C or D below. The sections not marked shall not be a part of this Agreement.)*
 - A.** attached as an exhibit hereto;
 - B.** identical to the legal description for the property contained in the deed recorded in Deed Book _____, Page _____, et. seq., _____ County, Georgia records;
 - C.** described below: Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, _____ County, Georgia according to the plat recorded in _____ County, Georgia records.
 - D.** described below if Property is a condominium unit and a full unit legal description is to be used: Unit _____ of _____ Condominium ("Condominium"), located in Land Lot _____ of the _____ District of _____ County, Georgia, together with its percentage of undivided interest in the common elements of the Condominium, and its interest in the limited common elements assigned to the unit ("Unit"). The Condominium was created pursuant to the Declaration of Condominium for any Condominium ("Declaration"), recorded in Deed Book _____, Page _____, et. seq., _____ County, Georgia records ("Declaration"), and shown and delineated on the plat of survey filed in Condominium Plat Book _____, Page _____, Georgia records, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____, County, Georgia records.
- Sales Price/Rental Rate.** Broker may quote a sales price of \$ _____ and/or a rental rate of \$ _____ per month for an initial term of _____ for Property (which amount includes the Compensation) the terms of which are more fully set forth in the Compensation paragraph below.
- Prospective Buyers/Tenants.** Broker hereby identifies known prospective buyers as _____ and known prospective tenants _____, Broker will identify other prospective buyers and tenants, if any, to whom Broker has shown Property at or before expiration of Authorization Period by Addendum to this Agreement.
- Protected Period.** The length of the Protected Period during which time Broker may be entitled to Compensation under certain circumstances where this Agreement has been unilaterally terminated by Owner or has expired shall be _____ days ("Protected Period").



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NEW FORM! F105 Exclusive Co-Listing Seller Brokerage Engagement Agreement

Used when two Brokerages will co-list a property.

Outlines the division of responsibilities and sharing of Compensation

Why as a broker might you want to co-list a property with another brokerage?

EXCLUSIVE CO-LISTING SELLER BROKERAGE ENGAGEMENT AGREEMENT



2026 Printing

State law prohibits a Broker or Brokers from representing Seller as a client without first entering into a written agreement with Seller under O.C.G.A. § 10-6A-1 et. seq.

A. KEY TERMS AND CONDITIONS

1. **Exclusive Co-Listing Seller Brokerage Engagement Agreement.** For and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned seller(s) ("Seller") and the undersigned co-listing broker (hereinafter "Brokers" or "Seller's Brokers") do hereby enter into this Exclusive Co-Listing Seller Brokerage Engagement Agreement ("Agreement") for the following Brokers to exclusively represent Seller in listing and selling the property described below ("Property") for sale on the terms and conditions set forth herein:

Name of Brokerage Firm #1		Name of Brokerage Firm #2	
("Broker #1")		("Broker #2")	
MLS Office Code	Brokerage Firm License Number	MLS Office Code	Brokerage Firm License Number
Broker Phone Number	Broker Fax Number	Broker Phone Number	Broker Fax Number
Broker Address		Broker Address	

2. Property Being Listed For Sale

- Property Identification:** Address: _____, County _____, Georgia, Zip Code _____
City _____
Tax Parcel I.D. Number: _____
- Legal Description:** The legal description of the Property is (select one of the following below):
 - (1) attached as an exhibit hereto;
 - (2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**
 - (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county; **OR**
 - (4) described below if Property is a condominium unit and a full unit legal description is to be used **(NOT TO BE USED IF PROPERTY IS A FEE SIMPLE TOWNHOME):** Unit _____ of _____ Condominium ("Condominium"), located in Land Lot _____ of the _____ District of _____ County, Georgia, together with its percentage of undivided interest in the common elements of the Condominium, and its interest in the limited common elements assigned to the unit ("Unit"). The Condominium was created pursuant to the Declaration of Condominium for any Condominium ("Declaration"), recorded in Deed Book _____, Page _____, et. seq., _____ County, Georgia records ("Declaration"), and shown and delineated on the plat of survey filed in Condominium Plat Book _____, Page _____, Georgia records, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____, County, Georgia records.

3. List Price and Listing Period

- The price at which the Property shall be listed for sale is \$ _____ ("List Price").
- Commencement Date of Agreement:** _____ This Agreement shall commence and be effective upon it being signed by Seller and Brokers and a signed copy delivered to all parties.
- Ending Date of Agreement:** _____ This shall be the last full date of the Agreement after which it shall terminate and no longer be in effect unless the parties agree in writing to extend it.
- Listing Period:** The term of this Agreement shall also be known as the listing period or listing term.

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F105 Exclusive Co-Listing Seller Brokerage Engagement Agreement

The terms for Compensation look nearly identical to F101 but also includes an agreement between the two listing brokerages to share Compensation.

5. **Compensation to Brokers for Professional Services ("Compensation").**
- a. **Generally:** Compensation to Brokers is negotiable and is not set by law.
 - b. **Compensation to Seller's Brokers:** Seller agrees to pay Seller's Brokers the following Compensation at the closing of as Contract to Sell (as that term is hereinafter defined) of the Property as follows:
 - _____ percent (____ %) of the purchase price;
 - \$ _____;
 - c. (other) _____;
 - d. **How the Seller's Brokers' Compensation Will be Shared Between Broker #1 and Broker #2.**
 - (1) Percentage of Seller's Brokers' Compensation Paid to Broker #1: _____
 - (2) Percentage of Seller's Brokers' Compensation Paid to Broker #2: _____



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F105 Exclusive Co-Listing Seller Brokerage Engagement Agreement

A(9) Directions for Filling out Division of Labor Between Co-Listing Brokers

- Makes clear who is responsible for each task

9. **Directions for Filling Out Division of Labor Between Co-Listing Brokers.**
- If a brokerage activity is checked below as being performed by just one Broker, it shall mean that the selected Broker shall be responsible for performing that activity to the exclusion of the other Broker.
- If a brokerage activity is identified as being performed by both Brokers, it shall mean that the two Brokers shall be jointly responsible for performing the activity together on behalf of the Seller.
- If a brokerage activity is identified as being performed by either Broker, it shall mean that either Broker, depending on who has been contacted regarding the activity or who is available to perform it, may perform the activity and both Brokers agree to try to share the work between them equitably.

Division of Labor Between Co-Listing Brokers				
Brokerage Activity	Performed by Broker #1	Performed by Broker #2	Performed by Broker #1 and Broker #2	Performed by Either Broker
1. Listing the property in a Multiple Listing Service				
2. Putting a lock box on the Property				
3. Putting a "For Sale" sign on the Property				
4. Developing marketing materials				
5. Paying for marketing materials				
6. Staging the property				
7. Marketing the Property if Office Exclusive Marketing Option is selected				
8. Showing the property				
9. Holding open houses				
10. Answering questions about the property				
11. Holding earnest money				

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F110: Exclusive Buyer Brokerage Engagement Agreement

Georgia REALTORS
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State law prohibits Broker from representing Buyer as a client without first entering into a written agreement with Buyer under O.C.G.A. § 10-8A-1 et. seq.

A. KEY TERMS AND CONDITIONS

1. **Exclusive Buyer Brokerage Engagement Agreement:** For and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned buyer(s) ("Buyer") and the undersigned broker (hereinafter "Broker") do hereby enter into this Exclusive Buyer Brokerage Engagement Agreement ("Agreement") on the terms and conditions set forth herein.

2. **Term:** The term of this Agreement shall begin on the date of _____, as the same may be extended by written agreement of the parties or as provided for herein ("Ending Date").

3. **Agency and Brokerage:**

a. The following are types of agency relationship(s) NOT offered by Broker:
 seller agency buyer agency designated agency dual agency
 sub-agency least agency landlord agency

b. If Broker offers dual agency as one of its agency relationships above, Buyer does or does not consent to Broker acting in a dual agency capacity, as that agency relationship is explained in Section B.3) herein and in the CBOI ABCs of Agency. Buyer expressly consents to Broker acting in any other agency relationship offered by Broker.

4. **Compensation for Professional Services of Broker ("Compensation")**

a. **General:** Compensation to Broker(s) is negotiable and is not set by law.

b. **Compensation to Broker:** Buyer agrees to pay Broker the Compensation set forth in the Value of Broker's Professional Services section below at the closing of any Contract to Purchase (all that term is hereinafter defined).

c. **Value of Broker's Professional Services:** The value of Broker's Professional Services is as follows:
 (1) _____ percent of the sales price.
 (2) \$ _____
 (3) Other: _____

d. **Possible Payment of Compensation by Seller or Seller's Broker:** Buyer directs or does not direct Broker to seek to get Seller or Seller's Broker to pay all or a portion of Broker's Compensation above, provided it does not exceed the value of Broker's Compensation above. If Seller or Seller's Broker agrees to pay all or a portion of Broker's Compensation, it shall reduce the Compensation Buyer shall pay to Broker dollar for dollar.

e. **Disclosure Regarding Broker's Compensation:** Buyer shall be obligated to pay all of Broker's Compensation not paid by Seller or Seller's Broker to Buyer directly or through a counterparty to a Contract to Purchase. Buyer should confirm: 1) any contribution of Seller or Seller's Broker towards Broker's Compensation, and 2) Buyer's ability to fulfill its Compensation obligation. Buyer **should** make any offer to buy or accept any counteroffer in a Contract to Purchase that will result in Buyer paying more of the Broker's Compensation than Buyer can afford.

f. **Separate Compensation on Lease:** If Buyer leases property or enters into a lease/purchase contract or a lease with an option to purchase agreement during this Agreement, Buyer shall also pay Broker separate leasing Compensation (except where the Compensation is paid by the Landlord) in the amount of \$ _____ and as follows:
 Notwithstanding any provision to the contrary contained herein, the payment of a leasing Compensation (including in lease/purchase transactions or lease with an option to purchase transactions) shall not relieve Buyer from paying the Compensation at the closing of a Contract to Purchase, as provided elsewhere in this Agreement.

g. **Protected Period:** The length of the Protected Period during which time Broker may be entitled to Compensation under certain circumstances where this Agreement has been unilaterally terminated by Buyer or has expired, shall be _____ days ("Protected Period").

h. **Compensation on Assignment:** If Buyer has the right to assign a purchase and sale agreement entered into during the term of this Agreement or any Protected Period thereafter, Buyer shall cause assignee to be fully responsible for paying the Broker's Compensation that would otherwise have been paid by Buyer. In the event such Compensation is not paid by assignee, Buyer shall remain fully obligated to immediately pay such Compensation.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH THE USER IS INVOLVED AS A REALTOR OR REALTOR ASSOCIATE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE LEGAL SANCTIONS AND PENALTIES THAT APPLY TO THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS AT (770) 461-1631. Copyright © 2025 by Georgia Association of REALTORS, Inc. F110, Exclusive Buyer Brokerage Engagement Agreement, Page 1 of 8 (9/18/24)

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F110: Exclusive Buyer Brokerage Engagement Agreement

A(4)(g) Protected Period
 Clarified that this only applies if unilaterally terminated or expired.

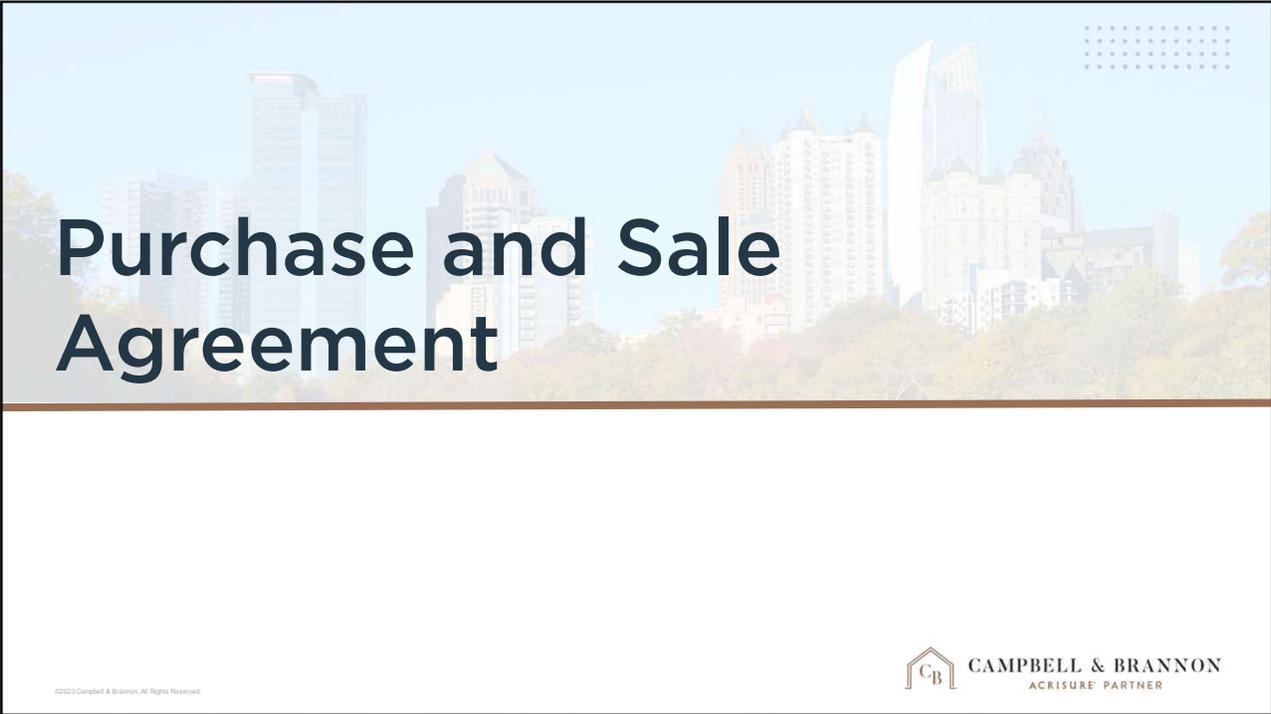
g. Protected Period: The length of the Protected Period during which time Broker may be entitled to Compensation under certain circumstances where this Agreement has been unilaterally terminated by Buyer or has expired, shall be _____ days ("Protected Period").

B(4)(d) Protected Period Definition of the Protected Period updated to align with the definition in the Seller Brokerage Agreements.

Universal Change: F113
 Protected Period added to F116 (Agreement to Work with Buyer as a Customer)

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Purchase and Sale Agreement



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F201 Purchase and Sale Agreement

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PURCHASE AND SALE AGREEMENT
 Offer Date: _____


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A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: _____, City _____, County _____, Georgia, Zip Code _____
 MLS Number: _____ Tax Parcel I.D. Number: _____

b. Legal Description: The legal description of the Property is (select one of the following below):
 (1) attached as an exhibit hereto;
 (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)
 (3) the same as described in Deed Book _____ et seq., of the land records of the above county; OR
 (4) Land Lot(s) _____ of the _____ District _____ Section (G.M.D.) Lot _____ Block _____ Line _____ Phase/Section _____ Subdivision/Development according to the plat recorded in Plat Book _____ Page _____ et seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer: \$ _____ **3. Seller's Monetary Contribution toward Buyer's Costs at Closing:** \$ _____

4. Closing Date and Possession. Closing Date shall be _____ with possession of the Property transferred to Buyer upon Closing OR _____ days after Closing at _____ o'clock AM OR PM (attach F210 Temporary Occupancy Agreement).

5. Closing Law Firm ("Closing Attorney"): _____ Phone Number: _____

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F210 must be attached as an exhibit hereto, and F211 must be signed by Closing Attorney.)
 Earnest Money. Earnest money will be paid to Holder in _____ amount of payment acceptable to the Holder.
 a. \$ _____ as of the Offer Date
 b. \$ _____ within _____ days from the Binding Agreement Date.
 c. _____

8. Inspection and Due Diligence.
a. Due Diligence Period. Property being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate the Agreement, Buyer (1) has paid Seller \$10.00 (in non-refundable option money, the receipt and sufficiency of which is hereby acknowledged, plus (2) shall pay directly to Seller additional option money of \$ _____ by check ACH or wire transfer of immediately available funds either as of the Offer Date OR within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at Closing if/when it is not verifiable to Buyer unless the Closing fails to occur due to the default of the Seller.

9. Lead-Based Paint. (To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted furniture therein) will (attach F310 Lead-Based Paint Exhibit) OR was not built prior to 1978.

10. Brokerage Relationships in this Transaction.
a. Buyer's Broker is _____ and is: (1) representing Buyer as a client, (2) working with Buyer as a customer, (3) acting as a dual agent representing Buyer and Seller, (4) acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.
b. Seller's Broker is _____ and is: (1) representing Seller as a client, (2) working with Seller as a customer, (3) acting as a dual agent representing Buyer and Seller, (4) acting as a designated agent where: _____ has been assigned to exclusively represent Seller.
c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows: _____

11. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock _____ on the date _____

Buyer(s) Initials _____ Seller(s) Initials _____

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Purchase and Sale Agreement (F201)

A(1) Purchase and Sale

Identify the property being sold

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: _____
 City _____, County _____, Georgia, Zip Code _____
 MLS Number: _____ Tax Parcel I.D. Number: _____

b. Legal Description: The legal description of the Property is [select one of the following below].

(1) attached as an exhibit hereto;

(2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)

(3) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**

(4) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

Practice Tip! If there are multiple parcels make sure to include each parcel ID and that the attached legal description includes all parcels.

If you don't have the legal description you can use the Deed Book and Page reference.

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Purchase and Sale Agreement (F201)

B(1) Purchase and Sale

- Seller warrants that they will convey good and marketable title
- Language added to clarify that encroachments on an easement by a wall, fence, or mailbox are acceptable encroachments - Universal Change: F210, F213, F228, F243
- Good and marketable title is, "title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions."
- A buyer can raise a title objection anytime prior to closing.
- If your buyer wants to raise a title objection you need to send Seller a written statement of the objection.

Practice Tip! Just because something is on title doesn't automatically make it a title defect.

1. Purchase and Sale.

- a. Warranty:** Seller warrants that at the time of Closing Seller will convey good and marketable title to said Property by limited warranty deed subject to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway, wall, fence, mailbox, or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; (4) any title objection(s) raised by Buyer prior to Closing, which Seller was able to satisfy as set forth in the Examination section below or which Buyer waives; and (5) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement and the Closing of the sale of the Property to Buyer shall not terminate any such leases.
- b. Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the Closing. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral 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 without penalty upon written Notice to Seller. Notwithstanding anything to the contrary contained herein, Seller shall be deemed to have satisfied Buyer's title objections if Seller can deliver good and marketable title to the Property, which for all purposes herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.



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Purchase and Sale Agreement (F201)

A(2) Purchase Price of Property to be Paid by Buyer and A(3) Seller's Monetary Contribution toward Buyer's Costs at Closing

2. Purchase Price of Property to be Paid by Buyer. \$	3. Seller's Monetary Contribution toward Buyer's Costs at Closing: \$
--	---

Practice Tip! Remember that all contracts are cash contracts UNLESS you attach a financing exhibit

B(3) Closing Costs

3. **Closing Costs.**
- a. **Seller's Monetary Contribution toward Buyer's Costs at Closing:** At Closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any compensation obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
 - b. **Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs necessary for Seller to convey good and marketable title to the Property and costs and fees of the Closing Attorney: (1) to obtain, prepare and record title curative documents, payoffs and estoppel letters; (2) for Seller not attending the Closing in person; and (3) to handle and deliver Seller's payoffs and proceeds.
 - c. **Items Paid by Buyer:** At Closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.

Seller paid closing costs can be used for ANY cost or expense of Buyer related to this transition – this is a very broad definition

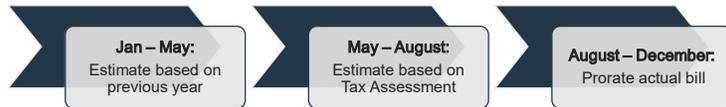
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B(3)(d) Prorations

- How we handle tax prorations is based on the closing date!
- This can be modified based on learning new information
 - Seller moved prior to January 1st so exemptions won't apply
 - New Construction
 - Significant remodel in prior year



d. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing shall be prorated as of the date of Closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, the party who paid less than their pro rata share of taxes to the other party at Closing or collected more than their pro rata share of taxes from the other party at Closing, shall upon the issuance of the actual tax bill or any appeal being resolved, promptly pay the other party the amount necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at Closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.



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Purchase and Sale Agreement (F201)

A(4) Closing Date and Possession

4. Closing Date and Possession.
Closing Date shall be _____ with possession of the Property transferred to Buyer
 upon Closing **OR** _____ days after Closing at _____ o'clock AM **OR** PM (attach F219 Temporary Occupancy Agreement).

Closing is final when we:

- 1) have all funds;
- 2) have all signed documents; and
- 3) receive funding approval.

The seller receiving their proceeds is not a requirement for Closing to be final. There are times when a seller may not receive their proceeds until the following business day. Remember that technically the closing date runs until 11:59pm.

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B(4)(a) Right to Extend Closing Date

4. Closing Date and Possession.
a. **Right to Extend the Closing Date:** Buyer may unilaterally extend the Closing Date once for eight (8) days upon Notice to Seller if either Buyer's mortgage lender (including where the financing contingency has expired or there is no financing contingency) or the Closing Attorney are delayed and cannot fulfill their respective obligations by the date of the Closing, provided that the delay is not caused by Buyer (and with respect only to an extension resulting from the Closing Attorney being delayed and the Seller has not already unilaterally extended the Closing Date once for eight (8) days). Seller may unilaterally extend the Closing Date once for eight (8) days upon Notice to Buyer if Seller cannot either satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or bonding off the same or (b) do not prevent Seller from conveying good and marketable title as that term is defined herein) or the Closing Attorney is delayed and cannot fulfill its obligations by the date of the Closing, provided that the delay is not caused by the Seller (and with respect only to an extension resulting from the Closing Attorney being delayed, the Buyer has not already unilaterally extended the Closing Date once for eight (8) days).

8pm notice deadline removed

New language specifies the reason that Buyer and Seller can each extend and gives both parties the right to unilaterally extend one time.

If there is no financing contingency attached Buyer still has the right to extend for lender delay – F401 removes this right to extend for lender delay.

Universal Change: F210, F213, F228, F243

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Purchase and Sale Agreement (F201)

A(6) Holder of Earnest Money ("Holder") and A(7) Earnest Money

<p>6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)</p>
<p>7. Earnest Money. Earnest money will be paid to Holder in a method of payment acceptable to the Holder.</p> <p><input type="checkbox"/> a. \$ _____ as of the Offer Date.</p> <p><input type="checkbox"/> b. \$ _____ within _____ days from the Binding Agreement Date.</p> <p><input type="checkbox"/> c. _____</p>

Make sure the earnest money is enough to make your Seller whole in case of Buyer default.

B(6) Earnest Money now clarifies that when submitted via check or ACH, earnest money must come from a US bank account and that Holder representing a party does not absolve them of their obligation to perform their duties as Holder.

6. Holder of Earnest Money. The earnest money will be paid to Holder in a method of payment acceptable to the Holder. **Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The fact that Holder may represent one of the parties in this transaction as a client or is working with such party as a customer is acknowledged by all parties and shall not be a basis for Holder not performing any of its duties hereunder including, but not limited to, disbursing the earnest money based upon a reasonable interpretation of this Agreement. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) Banking Days after the Binding Agreement Date hereunder or (b) five (5) Banking Days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money, it must be drawn upon an account in a financial institution located in the United States.** When the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was

Universal Change: F210, F213, F228, F243

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B(7) Earnest Money

Disbursement of Earnest Money

When Buyer is entitled to the earnest money

- 1) Failure of the parties to enter into a binding agreement;
- 2) Failure of any unexpired contingency or condition to which this Agreement is subject;
- 3) Termination of this Agreement due to the default of Seller; or
- 4) Termination of this Agreement in accordance with a specific right.

Holder may disburse upon

- 1) Closing of the Property
- 2) A subsequent written agreement of Buyer and Seller;
- 3) Court order (interplead);
- 4) Failure of the parties to enter into a binding agreement; or
- 5) Upon issuance of a 10-day letter*

*Remember! In a cash transaction the closing attorney cannot send a 10-day letter!

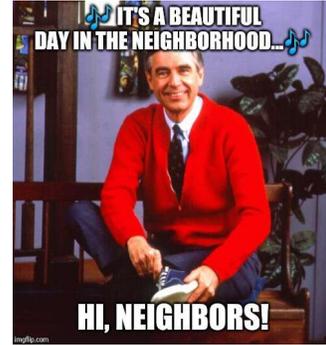


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Purchase and Sale Agreement (F201)

A(8) Inspection and Due Diligence

- 8. Inspection and Due Diligence.**
- a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.
- b. Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
- (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
- (2) shall pay directly to Seller additional option money of \$ _____ by check ACH or wire transfer of immediately available funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at Closing and shall not be refundable to Buyer unless the Closing fails to occur due to the default of the Seller.



Buyers may terminate for any reason during Due Diligence.

Seller has no right to terminate during Due Diligence.

Buyer may continue to inspect the Property even after Due Diligence ends.

Option Money can be an underutilized tool that can make your offer stand out.

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Purchase and Sale Agreement (F201)

A(9) Lead-Based Paint

- 9. Lead-Based Paint.** To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was (attach F316 Lead-Based Paint Exhibit) **OR** was not built prior to 1978.

B(9) Lead-Based Paint and Paint Hazard Evaluation makes it clear that "residential dwelling" includes any painted fixture or material used that was built or manufactured prior to 1978

- 9. Lead-Based Paint and Paint Hazard Evaluation.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978. Buyer shall have the right to conduct a lead hazard evaluation within ten (10) days from the Binding Agreement Date (or other mutually agreed upon time period) and to terminate this Agreement without penalty upon Notice to Seller if lead-based paint and/or lead hazards are found (unless these rights are waived by Buyer in the Lead-Based Paint Exhibit (F316)). If the Lead-Based Paint Exhibit (F316) gives Buyer the right to terminate this Agreement if lead-based paint or lead hazards are found and such Notice of termination is not given within ten (10) days from Binding Agreement Date (or other mutually agreed upon time period), the right to terminate for lead-based paint and/or lead hazards shall be waived.

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F316 Lead-Based Paint Exhibit



- This form and the various checkboxes/initials are dictated by the EPA
- In July 2024, the EPA added the requirement for the agent to acknowledge that they informed the Seller of their disclosure obligation
- Updated to clarify that this applies if seller is paying Buyer's Agent directly OR through the Seller's Broker
- Why as a broker might you want to require a lead-based paint exhibit on a property built after 1978?

Agents' Acknowledgment.

(f) _____ Seller's Agent has informed the Seller of the Seller's obligations under federal law (42 U.S.C. § 4852(d)) and is aware of his/her responsibility to ensure compliance.

(g) _____ Buyer's Agent has informed the Seller of the Seller's obligations under federal law (42 U.S.C. § 4852(d)) and is aware of his/her responsibility to ensure compliance. *[Required if the Buyer's Agent receives compensation from the Seller either directly or indirectly through a cooperative brokerage agreement with Seller's Broker]*



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F317 Buyer's Broker's Notice to Seller of Seller's Obligations Regarding Lead-Based Paint

- If Buyer's Broker receives compensation from the Seller (either directly or through Seller's Broker), they are required to inform Seller of their disclosure obligations
- This is a notice so there is nothing for Buyer or Seller to sign
- Remember notice to the Seller's Broker is deemed notice to the Seller
- In order to initial the Lead-Based Paint Exhibit attached to the offer, you must send this notice BEFORE sending the offer

BUYER'S BROKER'S NOTICE TO SELLER OF SELLER'S OBLIGATIONS REGARDING LEAD-BASED PAINT


2026 Printing

RE: Property located at _____, the Buyer's Broker or licensee of Buyer's Broker on the above-referenced Property, does hereby give notice to the Seller(s) of such Property that if the residential dwelling on the Property was built prior to 1978, Seller(s) must do the following:

1. Disclose to the buyer the presence of known lead-based paint and/or lead-based paint hazards.
2. Provide the buyer with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the residential housing.
3. Provide the buyer with a lead-based paint hazard information pamphlet, in a form approved by the Environmental Protection Agency; and
4. Permit the buyer to have a 10 day period to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

Signature of Buyer's Broker or Licensee of Buyer's Broker _____

Print Name of Buyer's Broker or Licensee of Buyer's Broker _____

Date _____

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Purchase and Sale Agreement (F201)

A(10) Brokerage Relationships in this Transaction

10. Brokerage Relationships in this Transaction.

<p>a. Buyer's Broker is _____ and is:</p> <p>(1) <input type="checkbox"/> representing Buyer as a client. (2) <input type="checkbox"/> working with Buyer as a customer. (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.</p>	<p>b. Seller's Broker is _____ and is:</p> <p>(1) <input type="checkbox"/> representing Seller as a client. (2) <input type="checkbox"/> working with Seller as a customer. (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Seller.</p>
<p>c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows: _____</p>	

How do you define a material relationship?

B(10)(a) Agency Disclosure

10. Brokerage Relationships and Compensation in this Transaction.

a. Agency Disclosure: No Broker in this transaction shall owe a fiduciary duty or any other duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et seq.;

Brokers do not owe a fiduciary duty but be careful that you do not say anything that would create a fiduciary duty!

Universal Change: F210, F213, F228, F243

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Duty of Reasonable Care vs. Fiduciary Duty in Closings

	Real Estate Agent: Duty of Reasonable Care	Closing Attorney: Fiduciary Duty
Nature of the Duty	Perform services with the skill, diligence, and competence of a reasonably prudent licensed agent in similar circumstances.	Act in the client's best interests at all times, placing the client's interests ahead of your own or anyone else's.
Primary Obligation	Facilitate the transaction, provide market guidance, assist with negotiations, and help navigate contract steps.	Protect legal rights, ensure documents and title are accurate, advise on legal risks, and safeguard client funds.
Conflict of Interest	Conflicts must be disclosed.	Must avoid conflicts. Many conflicts are non-waivable.
Standard of Evaluation	Agents are no guarantors of outcomes. They're expected to avoid negligence and to perform their licensed role within the limits of their training and legal authority.	Must act competently and with undivided loyalty and trust. May face significant liability if they benefit personally or allow divided interests to influence their judgment.

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F201 Purchase and Sale Agreement

B(10)(c) Disclaimer
Further clarified/limited the obligations of the Brokers

c. Disclaimer: Buyer and Seller have not relied upon any: a) **promises, statements** or representations (collectively, "Representations") of Brokers other than what is included in this Agreement, in an amendment thereto or in a **Pre-Showing Compensation Agreement**. This shall include Representations made after this Agreement is entered into **that have not been made as an amendment hereto and agreed to by all parties**. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are **legitimate** or inspect the Property for **termite**, defects, hazardous conditions and/or repairs. The Brokers herein shall have no duty to **advise Buyer** or Seller on any matter relating to the Property which could have been revealed if Buyer: a) had obtained, with respect to **the Property**, a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, **well water test**, or test for radon, asbestos, mold, **moisture**, methamphetamine, and/or lead-based paint; b) had the Property inspected by a professional, construction expert, or structural, soils or environmental engineer; c) had this Agreement and transaction reviewed by an attorney, financial planner, mortgage consultant or tax consultant; and/or d) consulted appropriate governmental officials, **maps, laws and regulations** to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, and whether any condemnation action is pending or has been filed or **other nearby** governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have **expertise** in any of the matters handled by the professionals referenced above or in the above **tests, inspections, evaluations** and reviews. Buyer and Seller should seek independent expert advice regarding the above matters and any other matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to **monitor, supervise, inspect or opine on whether the construction of or repairs to the Property were done properly** and that such tasks clearly fall outside the scope of real estate brokerage services. Buyer and Seller further acknowledge that Brokers have no duty to ensure that Seller has terminated Seller's and/or third-parties' administrative access to Devices.



Universal Changes: F210, F213, F228, F243



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F201 Purchase and Sale Agreement

What is Notice?

C. OTHER TERMS AND CONDITIONS

1. Notice.

a. Generally: All Notices given hereunder shall be in **writing, legible and signed by the party giving the Notice**. In the event of a dispute regarding Notice, the burden shall be on the party giving **Notice to prove delivery**. The requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding. **Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by email or facsimile.** The person delivering or sending the written Notice signed by a party may be someone other than that party.

When is Notice deemed delivered?
The earliest of the following:

- 1) When the parties receive the written Notice;
- 2) When written Notice is delivered to the address of the party; or
- 3) When the notice is sent via email or fax



Practice Tip! Remember that Notice must be sent using the contact information set out in the Agreement – make sure you are sending it to the right email!

Remember! Notice to the Broker is deemed Notice to their client.



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C(2) Default

Remedies

C(2)(a) <u>Remedies of Seller</u>	(C)(2)(b) <u>Remedies of Buyer</u>
<ul style="list-style-type: none"> • Retain earnest money; and • Seller may sue Buyer for any portion of the earnest money that was not paid, returned for insufficient funds, or if payment was stopped 	<ul style="list-style-type: none"> • Seek specific performance; or • Terminate, have earnest money returned, and pursue any other remedy available at law



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F201 Purchase and Sale Agreement

C(4)(c) Delays Caused by Emergencies

Remember that this only applies to emergencies declared AFTER the Binding Agreement date;

The extension only applies to unexpired time deadlines;

Limits the extension to 8 days; and

No deadline is extended if you went binding during an emergency.

c. Delays Caused by Emergencies: If at any point after the Binding Agreement date the Governor of Georgia declares a state of emergency for the county in which the Property is located, all unexpired time deadlines herein, including but not limited to the Closing Date, shall automatically extend for the number of days the emergency exists in that county, but not more than eight (8) days. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines. No deadlines shall be extended if this Agreement becomes a binding agreement during a state of emergency.



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F201 Purchase and Sale Agreement

C(4)(f) Entire Agreement, Modification and Assignment

Remember! All terms must be in the Agreement

Just because something is in the MLS doesn't mean it is part of the contract (i.e. square footage) unless you add it via a special stipulation or amendment. Do NOT attach the MLS printout as an exhibit.

- f. **Entire Agreement, Modification and Assignment:** Except for any Pre-Showing Compensation Agreement or other separate agreement for the payment of Broker's Compensation, that is not a part of or amended by this Agreement, this Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be solely relied upon by the Buyer and binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement (or the other documents referenced above) shall be relied upon or binding upon any party hereto. This Agreement may not be amended, deemed to have been mutually departed from or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may only be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay the Compensation owed by the assignor.

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F201 Purchase and Sale Agreement

C(4)(o) Property to Be Delivered in Clean Condition

- o. **Property to Be Delivered in Clean Condition:** Notwithstanding any other provision to the contrary, at the time of possession, Seller shall deliver the Property in clean condition, free of trash, garbage, debris, construction materials, pets and personal property of the Seller not otherwise identified in this Agreement as remaining with the Property. Firewood shall not be considered debris. This section shall apply even in transactions where the Property is being sold as-is.

Added:

- 1) That construction materials may not be left on the Property;
- 2) However, if Seller identifies that something will remain with the Property (i.e. paint cans) it may remain; and
- 3) That firewood is not considered debris.

How would you distinguish firewood from a tree limb?

Universal Change: F210, F213, F228, F243

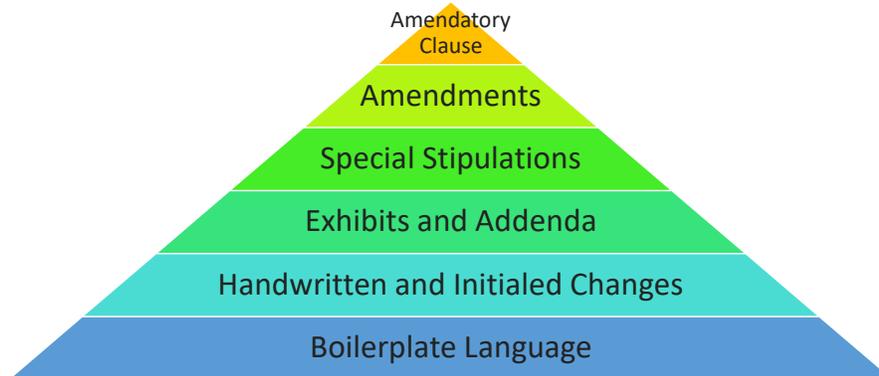
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F201 Purchase and Sale Agreement

C(4)(p) Rules for Interpreting This Agreement



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ATTORNEY PARTNER

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F201 Purchase and Sale Agreement

C(4)(r) Survival of Agreement only a few obligations survive Closing.

If you want to make sure an obligation survives closing all you need to add is, "this obligation shall survive Closing."

r. Survival of Agreement: The following shall survive the Closing of this Agreement: (1) the obligation of a party to Compensation referenced herein; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; (8) obligations set forth in the Devices and Fixtures Section; (9) Seller's liability for not timely removing items from the Property that Seller agreed to remove; and (10) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.



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ATTORNEY PARTNER

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F201 Purchase and Sale Agreement - Signatures

Remember! A legal entity does not have its own signature it must use the signature of an individual who represents the entity.



By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

Buyer Acceptance and Contact Information	Seller Acceptance and Contact Information
1 Buyer's Signature _____ <small>Print or Type Name Date</small>	1 Seller's Signature _____ <small>Print or Type Name Date</small>



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How do you sign the contract?

Type of client	Who signs?	Signature Examples	Docs to send with the contract
Estate owner	Executor or Administrator signs as "Executor or Administrator of the Estate of homeowner"	Sally Seller, as Executor of the Estate of Simon Seller, deceased OR Sally Seller, as Administrator of the Estate of Simon Seller, deceased	Letters Testamentary and Will OR Letters of Administration (must probate estate to sell)
Trust	Trustee of the trust	Sally Seller, as Trustee of the Sally Seller Trust dated 7/7/2021	Trust Agreement or Certificate of Trust (a/k/a memo of trust)
Corporation	President or Vice President of corporation (a/k/a CEO or CFO)	Simon Seller, as President of ABC, Inc.	Corporation's Articles of Incorporation
Limited Liability Company (LLC)	Member or Manager of LLC	Sally Seller, as Member of ABC, LLC OR Sally Seller, as Manager of ABC, LLC	LLC Operating Agreement
Power of attorney (POA)	POA signs as "attorney in fact for client"	Sally Seller, as Attorney-in-fact for Simon Seller	Original POA

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Counteroffer to or the Modification of the Unaccepted Original Offer (F249)

Counteroffer Tips, Ticks, & Reminders

- Only the terms of the counteroffer which change or conflict with the original offer change. Leaving the term blank, as “NC”, or that do not conflict, do not change.
- Do not use “NA” in the counteroffer! It creates confusion.
- The counteroffer incorporates by reference all terms of the original offer so only the counteroffer needs to be signed to be legally binding.



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Counteroffer to or the Modification of the Unaccepted Original Offer (F249)

Added language clarifying that when signing the counteroffer you do not need to sign or initial the exhibits.

New language clarifying that in a conforming copy the dates in the conforming copy are based on the dates in the original binding agreement.

When might you want to use a conforming copy?

COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER

This Counteroffer is made at _____ o'clock _____ m. on the date of _____


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This is a Counteroffer to or modification of, as the case may be, (hereinafter collectively "Counteroffer") the unaccepted original offer set forth in the Purchase and Sale Agreement dated _____ including all exhibits attached hereto or incorporated by reference therein ("Original Offer") for property located at: _____ Georgia _____ ("Property").

A. Previous Counteroffers Rejected. The party making this Counteroffer acknowledges that in doing so: 1) it constitutes a rejection of the Original Offer as presented and all previous counteroffers; 2) the Original Offer and all previous counteroffers are no longer available for acceptance; 3) no previous counteroffer(s) shall be considered a part of any agreement between the parties; and 4) nothing requires the other party to continue the negotiations.

B. Relationship between Original Offer and This Counteroffer. The Original Offer is hereby incorporated by reference into this Counteroffer. However, the terms of this Counteroffer shall modify and control over any conflicting or inconsistent provisions contained in the Original Offer.

C. Effect of Accepting This Counteroffer. When this Counteroffer is signed by the Buyer and Seller and a copy of the same is delivered to both parties, the Original Offer as modified by this Counteroffer constitutes a legally binding agreement. Since the Original Offer (including all exhibits thereto) is incorporated by reference into this Counteroffer, only this Counteroffer needs to be signed to create a legally binding agreement between the parties (even though other parts of the Agreement, including exhibits, have not been signed or initialed).

D. Clean Copy of Agreement. At any time prior to closing, either party if so requested by the other shall sign a conformed or "clean" copy of the Agreement combining the terms of Original Offer with the controlling and supplemental provisions of this Counteroffer into one (1) document, including initialed or signing, as the case may be, all exhibits. (Include SS622 Conformed Copy of Agreement in conformed or "clean" copy of Agreement) All dates referenced in this conformed or clean copy shall be the dates reflected in the binding agreement rather than the date the conformed or clean copy is signed.

E. Terms and Conditions. The following terms and conditions of the Original Offer are modified as follows: [The sections not filled in or marked N/C for "no change" which shall mean that no change is being proposed to that section of the agreement] shall not be a part of this Counteroffer and shall remain the same as set forth in the Original Offer.]

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Agreement to Reinstate Contract (F290)

AGREEMENT TO REINSTATE CONTRACT


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_____ ("Buyer") and _____ ("Seller")
entered into an Agreement for the purchase and sale of that certain real property known as _____,
Georgia _____ with a Binding Agreement date of _____ ("Agreement").

WHEREAS, the above-referenced Agreement was terminated by one or both of the parties referenced above.

WHEREAS, Buyer and Seller now desire to reinstate the Agreement and have it be in full force and effect:

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller do hereby agree as follows:

- Buyer and Seller mutually agree to reinstate the last fully, agreed upon version of the above-referenced Agreement such that it shall again be a legally enforceable contract and binding upon the parties as if it had never been terminated.
- All of the terms, conditions and time periods set forth in the above-referenced Agreement, including the Binding Agreement Date, shall remain in full force and effect except for any changes thereto set forth below which shall control over any conflicting or inconsistent provisions set forth in the above-referenced Agreement.

Check here if any additional pages are attached and incorporated herein.

- This Agreement to Reinstate Contract shall only be effective when it has been signed by Buyer and Seller and a fully executed copy of this Agreement to Reinstate Contract has been delivered to Buyer and Seller in accordance with the Notice section of the above-referenced Agreement ("Reinstatement Date").
- If earnest money has been disbursed by Holder, this Agreement shall be contingent upon Buyer paying Holder earnest money of \$ _____ within _____ days from the Reinstatement Date.
- This offer to reinstate the Agreement set forth herein expires at _____ o'clock _____ m. on the date _____.**

By signing this Agreement to Reinstate Contract, Buyer and Seller acknowledge that they have each read and understood this Agreement to Reinstate Contract and agree to its terms.

New paragraph 5 adding an expiration to the offer to reinstate.



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Back-Up Agreement Contingency Exhibit (F604)

BACK-UP AGREEMENT CONTINGENCY EXHIBIT " _____ "


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This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____, Georgia _____.

- Buyer and Seller acknowledge that this Agreement is a "back-up" Agreement in _____ place behind the Primary Agreement with a Binding Agreement Date of _____ for the purchase and sale of the Property between Seller and Primary Buyer identified as _____ (last name of Primary Buyer or authorized signatory) represented by or working with _____ ("Primary Buyer's Broker") and that back-up Buyer has no right to purchase the Property unless the Primary Agreement and other higher priority back-up agreements, if any and which are more specifically identified on Addendum to Back-Up Contingency Exhibit (F605), attached hereto and incorporated herein, are terminated and Seller gives Notice to Buyer of the same.
- Upon the closing of the sale of the Primary Agreement or a back-up agreement in a higher position, this Agreement shall terminate, and Buyer shall be entitled to a refund of Buyer's earnest money.
- Buyer agrees that any amendments to the Primary Agreement or a back-up agreement in higher positions shall not alter the priority of this back-up Agreement as a back-up agreement to the Primary Agreement and other back-up agreements in higher positions.
- Buyer acknowledges that this Back-Up Agreement Contingency shall not give the Buyer a right to examine or be advised of the terms of the Primary Agreement and other back-up agreements in higher positions or any amendments thereof.
- In the event the Primary Agreement and all other back-up agreements in higher positions are terminated, Seller shall deliver Notice of the same to Buyer; this Agreement shall become primary and no longer subject to this Contingency Exhibit and Buyer and Seller shall close on this Agreement in accordance with its terms and conditions, provided, however, that: (a) notwithstanding anything to the contrary contained herein, all parties agree that the time limits (except the delivery and deposit of Earnest Money) shall commence on the date that Notice of the termination of the Primary Agreement and all Back-Up agreements in higher positions are provided; and (b) the closing date shall be the date listed in the Agreement unless because of the change in the Binding Agreement Date any of the time periods for Buyer to conduct due diligence, or fulfill other contingencies in the Agreement extend beyond the closing date in which event the new closing date shall be seven (7) days from the last date Buyer has to fulfill Buyer's contingencies or the end of any Due Diligence Period, whichever is later.
- If this Agreement has not become primary by _____ this Agreement shall automatically terminate. Moreover, Buyer can terminate this Agreement at any time prior to receiving the Notice from Seller that this Agreement has become primary by giving Notice of the same to Seller and paying Seller a termination fee of Ten Dollars (\$10.00).

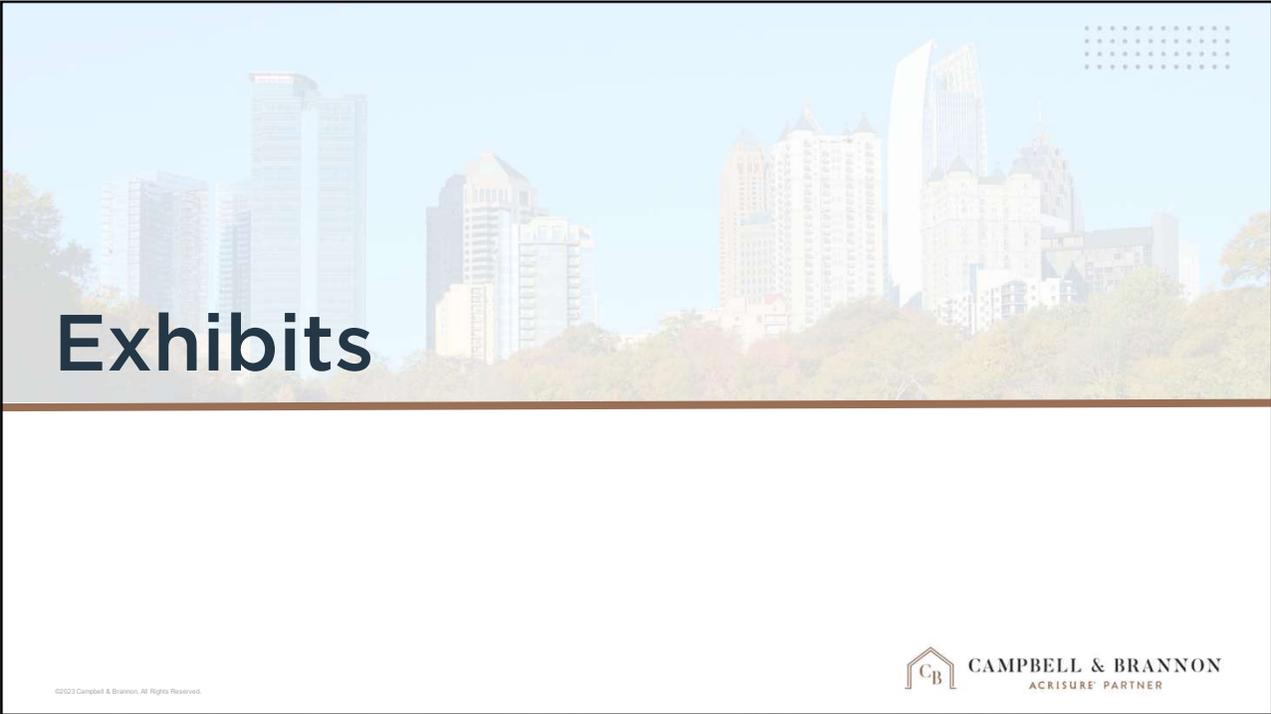
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Back-Up Agreement Reminders

- Don't hesitate to make a back-up offer. We've seen many back-up offers become successful!
- Timelines in the contract run from when the Buyer receives notice that they have become the Primary Agreement.
- Earnest Money is due when the Back-Up Agreement is signed.



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F301 Seller's Property Disclosure Statement Exhibit

CAUTION

**BUYER
BEWARE!**

Proceed At Own Risk

SELLER'S PROPERTY DISCLOSURE STATEMENT
EXHIBIT " _____ "

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This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property (known as or located at: _____) in the State of Georgia. This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.
In completing this Statement, Seller agrees to:
(1) answer all questions in reference to the Property and the improvements on the Property.
(2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers (hereinafter, collectively "Knowledge").
(3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions (including providing to Buyer any additional documentation in Seller's possession), unless the "yes" answer is self-evident.
(4) if prior to Closing there are any material changes in the answers to any of the questions, Seller shall promptly revise the Statement and provide it to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "Buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied or recently occupied the Property, Seller's Knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that it is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual Knowledge and belief of all Sellers of the Property, in other words, if a Seller answers "no" to a question, it means Seller either affirmatively knows that the answer to the question is "no" or has the Knowledge whether such condition exists on the Property. As such, Seller's answers should not be taken as a warranty or guaranty of the actual condition of the Property, nor a substitute for Buyer doing its own due diligence.

C. SELLER DISCLOSURES.

		YES	NO
1. GENERAL:			
(a) What year was the main residential dwelling constructed?			
(b) Is the Property vacant?			
<small>If yes, how long has it been since the Property has been occupied?</small>			
(c) Is the Property or any portion thereof vacant?			
(d) Has the Property been designated as historic, or in a historic district where permission must be received to make modifications and additions?			
EXPLANATION:			
2. COVENANTS, FEES, and ASSESSMENTS:			
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&R") or other similar restrictions?			
(b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F332.			
EXPLANATION:			
3. LEAD-BASED PAINT:			
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufactured prior to 1978? IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CBM MUST BE PROVIDED TO THE BUYER.			

THIS FORM IS CONFIDENTIAL AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH THE USER IS A LICENSED REAL ESTATE AGENT OR REALTOR. UNAUTHORIZED USE OF THIS FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 497-1400. © 2026 BY GEORGIA ASSOCIATION OF REALTORS®, INC. F301 Seller's Property Disclosure Statement EXHIBIT, Page 1 of 7, 5/18/2026

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F301 Seller's Property Disclosure Statement

Clarified C(5)(i) and C(6)(f)

5. SYSTEMS AND COMPONENTS:	YES	NO
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?		
(b) Date of last HVAC system(s) service: _____		
(c) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		
(d) Is any portion of the heating and cooling system in need of repair or replacement?		
(e) Does any dwelling or garage have aluminum wiring other than in the primary service line?		
(f) Are any fireplaces decorative only or in need of repair?		
(g) Have there been any reports of damaging moisture behind exterior walls constructed of stucco?		
(h) Is there any Spray Polyurethane Foam (SPF) insulation in the Property?		
(i) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, alternate energy source systems, propane/fuel tanks, etc.)?		
(j) Are there any remotely accessed thermostats, lighting systems, security camera, video door locks, appliances, etc. servicing the Property?		

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): _____ years		
(b) What is the drinking water source: <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well		
(c) If the drinking water is from a well, give the date of last service: _____		
(d) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing: _____		
(e) What is the sewer system: <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(f) If the Property is served by a septic system, how many bedrooms was the septic system approved for by health department or other governmental authority? _____		
(g) Is the main dwelling served by a sewage pump?		
(h) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, give the date of last service: _____		
(i) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		
(j) Is there presently any polybutylene plumbing, other than the primary service line?		
(k) Has there ever been any damage from a frozen water line, spigot, or fixture?		

Universal Change: F304

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F301 Seller's Property Disclosure Statement

Completely overhauled C(8)

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion into the basement, crawl space or other interior parts of any dwelling or garage or damage therefrom from the exterior?		
(b) Have any repairs been made to control water intrusion into the basement, crawl space, or other interior parts of any dwelling or garage from the exterior?		
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		
(d) Has there ever been any flooding?		
(e) Are there any streams that do not flow year round or underground springs?		
(f) Are there any dams, retention ponds, storm water detention basins, or other similar		

8. FLOODING AND WATER INTRUSION:	YES	NO
(a) Excluding water intrusion caused by plumbing, or physical damage to the Property and/or its improvements and/or contents caused by water from the exterior of the improvements ("Flood")?		
(b) Has there been any insurance claim covered under the National Flood Insurance Program or a private flood insurance policy?		
(c) Have any repairs been made to the Property or improvements located on such Property as a result of a Flood (regardless of whether any insurance claim was filed)?		
(d) Have you received any notification regarding the designation of the Property as a Repetitive Loss Property or Severe Repetitive Loss Property?		
(e) Has there been any material erosion affecting the Property?		
(f) Has Seller received notification to obtain and maintain flood insurance under federal law (such as because of a previous form of disaster assistance received by any owner of the Property)?		
(g) Is flood insurance required by current mortgagee?		
(h) Does any part of the Property fall within a 100-year or 500-year floodplain as designated by the Federal Emergency Management Agency?		
(i) Are there any retention ponds, detention ponds or similar facilities on the Property?		
(j) Are there any streams, springs, or ponds on the Property that only flow or are only visible during certain times of the year?		

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F301 Seller's Property Disclosure Statement

- No new items added to the fixtures checklist

Appliances

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Range
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- Surface Cook Top
- Trash Compactor
- Vacuum System
- Vent Hood
- Warming Drawer
- Wine Cooler

Home Media

- Amplifier
- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Speakers
- Speaker Wiring
- Switch Plate Covers

Television (TV)

- TV Antenna
- TV Mounts/Brackets
- TV Wiring

Interior Fixtures

- Ceiling Fan
- Chandelier
- Closet System
- Fireplace (FP)
- FP Gas Logs
- FP Screen/Door
- FP Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirrors
- Wall Mirrors
- Vanity (hanging)
- Mirrors
- Shelving Unit & System
- Shower Head/Sprayer
- Storage Unit/System
- Window Blinds (and Hardware)
- Window Shutters (and Hardware)
- Window Draperies (and Hardware)
- Unused Paint

Landscaping / Yard

- Arbor
- Awning
- Basketball Post and Goal

Birdhouses

- Boat Dock
- Fence - Invisible
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch Swing
- Statuary
- Stepping Stones
- Swing Set
- Tree House
- Trellis
- Weather Vane

Recreation

- Aboveground Pool
- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Rggl Equipment
- Pool Chemicals
- Sauna

Safety

- Alarm System (Burglar)
- Alarm System (Smoke/Fire)
- Security Camera
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware

Fire Sprinkler System

- Gate
- Safe (Built-In)
- Smoke Detector
- Window Screens

Systems

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic/Ventilator Fan
- Ventilator Fan
- Car Charging Station
- Dehumidifier
- Generator
- Humidifier
- Pipe/Tank
- Propane Fuel in Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Solar Panel
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System
- Well Pump

Other

-
-
-
-



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F302 Seller's Disclosure of Latent Defects and Fixtures Checklist Exhibit

SELLER'S DISCLOSURE OF LATENT DEFECTS AND FIXTURES CHECKLIST EXHIBIT " _____ "



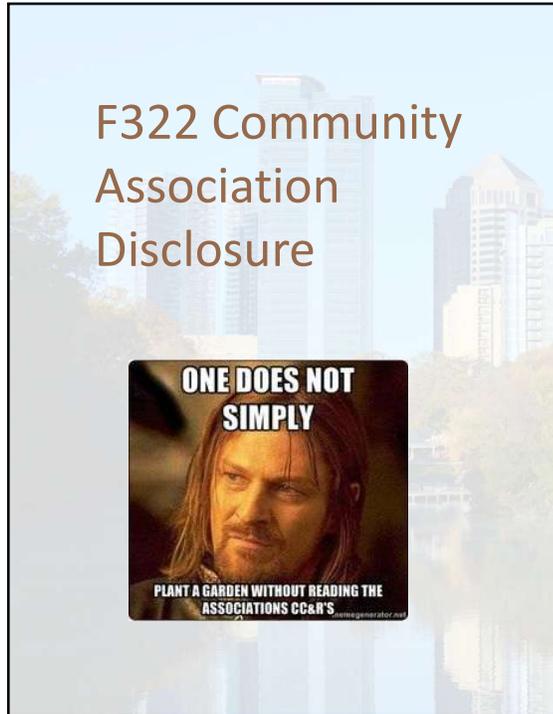
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This Seller's Disclosure of Latent Defect ("Disclosure") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property known as or located at: _____, Georgia, _____ and which could not be discovered by the buyer upon a reasonably careful inspection of the property. A latent defect in a property is a defect that is hidden. For example, a defective septic system or termite damage that has been covered over have been found by our courts to be latent defects. If a defect is obvious, it does not need to be disclosed. If a defect has been corrected, it is no longer a defect. Because parties can disagree over whether a defect is obvious or whether a repair was properly made, **erring on the side of disclosure is recommended. Caveat emptor or "buyer beware" is the law in Georgia and this Disclosure may not be modified by the Buyer.**

Added new language to the intro paragraph.



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COMMUNITY ASSOCIATION DISCLOSURE
EXHIBIT "_____"

Georgia REALTORS

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This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____, Georgia ("Property").

Seller's Directions for Completing This Community Association Disclosure ("Disclosure"). Seller is encouraged to contact the community association management company, property manager, and/or association board as this Disclosure must be filled out accurately and completely. Seller acknowledges that information regarding community associations can be difficult for buyers to obtain, and Buyer is relying on the information in this Disclosure when deciding whether to purchase the Property. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing. Notwithstanding Seller's duty to update this Disclosure, any payment obligations incurred by Seller pursuant to this Disclosure due to the under-disclosure of any amount herein will be calculated based on the amount stated on Seller's initial disclosure and not on the amount subsequently provided on any updated disclosure (excluding payment obligations related to the disclosure of special assessments that come Under Consideration after the Binding Agreement Date that are promptly and accurately disclosed to Buyer).

Buyer's Use of Disclosure. While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is purchasing, Buyer should read the covenants and other legal documents for the community ("Covenants") to better understand Buyer's rights and obligations therein. The Buyer is advised to review "What to Consider When Buying Property in a Community Association" (CB16) and/or "What to Consider When Buying Property in a Condominium" (CB15).

A. KEY TERMS AND CONDITIONS:

1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER. (Select all that apply. The boxes not selected shall not be a part of this Exhibit.)

- Mandatory Membership Condominium Association
- Mandatory Membership Property Owners' Association or Homeowners' Association
- Mandatory Age Restricted Community
 - All units are occupied by a person 62 or older.
 - At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older.
- Mandatory Membership Master Association
- Optional Voluntary Association
- Voluntary Transferring to Mandatory (Buyer shall be voluntary or mandatory member)

2. CONTACT INFORMATION FOR ASSOCIATIONS:

a. Name of Association: _____
 Contact Person / Title: _____
 Association Management Company: _____
 Telephone Number: _____ Email Address: _____
 Mailing Address: _____ Website: _____

b. Name of Master Association: _____
 Contact Person / Title: _____
 Association Management Company: _____
 Telephone Number: _____ Email Address: _____
 Mailing Address: _____ Website: _____

3. ANNUAL REGULAR ASSESSMENTS ("ASSOCIATION DUES").

a. The Association Dues are paid in the following installment(s): (select the boxes) that reflect how dues are paid. Any boxes not checked are not part of this Agreement:

- \$ _____ per year.
- \$ _____ per month.
- \$ _____ per quarter.
- \$ _____ semi-annually.

If applicable, Buyer will be required to pay a mandatory Fee for _____ which is currently \$ _____ per _____. This Fee does not include Social Assessments, Transfer, Initiation, and Administrative Fees, utility expenses billed based upon usage, or move-in and move-out fees.

THIS FORM IS COPYRIGHTED AND MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. IT IS PROVIDED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THIS FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS AT 770-491-9151. Copyright © 2026 by Georgia Association of REALTORS®, Inc. F322 Community Association Disclosure Exhibit, Page 1 of 4 01/01/2026

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F322 Community Association Disclosure

Added language emphasizing the importance of the seller completing the disclosure accurately

COMMUNITY ASSOCIATION DISCLOSURE
EXHIBIT "_____"

Georgia REALTORS

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This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____, Georgia ("Property").

Seller's Directions for Completing This Community Association Disclosure ("Disclosure"). Seller is encouraged to contact the community association management company, property manager, and/or association board as this Disclosure must be filled out accurately and completely. Seller acknowledges that information regarding community associations can be difficult for buyers to obtain, and Buyer is relying on the information in this Disclosure when deciding whether to purchase the Property. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing. Notwithstanding Seller's duty to update this Disclosure, any payment obligations incurred by Seller pursuant to this Disclosure due to the under-disclosure of any amount herein will be calculated based on the amount stated on Seller's initial disclosure and not on the amount subsequently provided on any updated disclosure (excluding payment obligations related to the disclosure of special assessments that come Under Consideration after the Binding Agreement Date that are promptly and accurately disclosed to Buyer).

Practice Tip! Remember that obligations are based on initial disclosures. A lot of HOAs update their fees at the beginning of the calendar year. If your seller completed the CAD last year, have them double check and make sure it does not need to be updated.

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F322 Community Association Disclosure

- Previously there was a section under A6 for other association expenses. That was moved to be part of A(3) Annual Regular Assessments (“Association Dues”)

- 3. ANNUAL REGULAR ASSESSMENTS (“ASSOCIATION DUES”):**
- a. The Association Dues are paid in the following installment(s): (select the box(es) that reflect how dues are paid. Any box(es) not checked are not part of this Agreement):
- \$ _____ per year;
- \$ _____ per month;
- \$ _____ per quarter;
- \$ _____ semi-annually;
- If applicable, Buyer will be required to pay a mandatory Fee for _____, which is currently \$ _____ per _____. This Fee does not include Special Assessments, Transfer, Initiation, and Administrative Fees, utility expenses billed based upon usage, or move-in and move-out fees.

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F322 Community Association Disclosure

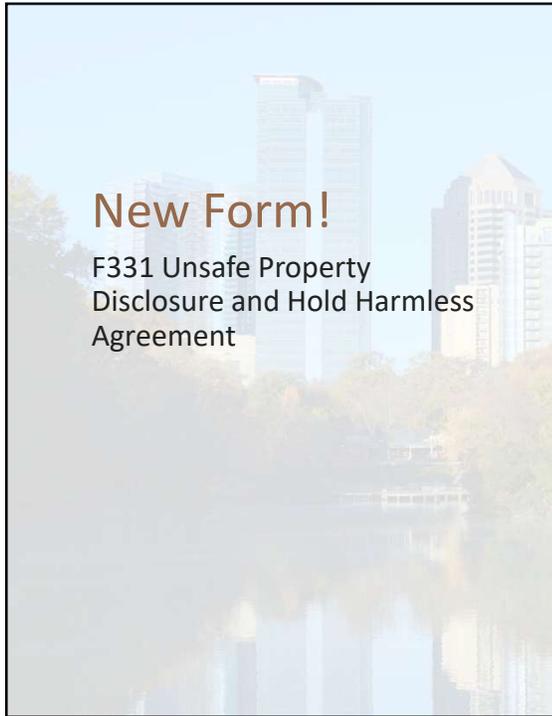
Special Assessments

- 4. SPECIAL ASSESSMENTS**
- a. Buyer's total portion of all special assessments Under Consideration is \$ _____.
- b. Buyer's total portion of all approved special assessments is \$ _____.
- c. Approved Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement) Monthly Quarterly Semi-Annually Annually Other: _____.
- d. Notwithstanding the above, if the Buyer's portion of any and all special assessments the Binding Agreement Date is \$ _____ or more, Buyer shall, after which Buyer's right to terminate shall be deemed waived.
- 4. SPECIAL ASSESSMENTS.**
- a. Buyer's total portion of all Special Assessments Under Consideration is \$ _____.
- b. Buyer's total portion of all adopted Special Assessments is \$ _____.
- c. Adopted Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement) Monthly Quarterly Semi-Annually Annually Other: _____.
- d. **Special Assessments Arising after Binding Agreement Date and Prior to Closing:** With respect to Special Assessments that only come Under Consideration after the Binding Agreement Date and prior to Closing and are disclosed by Seller to Buyer, within seven (7) business days of the date of the notice of a meeting at which a Special Assessment will be voted upon:
- I. If the Special Assessment(s) is adopted that portion due prior to or on Closing shall be paid by the Seller; and
- II. Notwithstanding the above, if the Buyer's portion of any and all Special Assessment(s) that come Under Consideration after the Binding Agreement Date and prior to Closing is in excess of the sum of annual Association Dues disclosed in Section A(4) above, Buyer shall have the right, but not the obligation to terminate the Agreement upon Notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above, after which Buyer's right to terminate shall be deemed waived; and
- III. With respect to Special Assessments that only come Under Consideration after the Binding Agreement Date and prior to Closing, Seller shall be liable for and shall reimburse Buyer for that portion of the Special Assessment(s) that was either not timely disclosed or not disclosed accurately.
- e. **Special Assessments Arising After Closing:** Buyer shall pay all Special Assessments that come Under Consideration after Closing.
- f. **Seller Warranty:** Seller warrants that Seller has accurately and fully disclosed all Special Assessment(s) passed or Under Consideration to Buyer and will timely notify Buyer as set forth above if a Special Assessment comes Under Consideration after the Binding Agreement Date and prior to Closing. This warranty and all payment obligations in Section 4 shall survive the Closing.
- A(4)(d) was removed (you don't want a negotiable term in a disclosure) and now under B(4)(d) Special Assessments Arising after Binding Agreement Date and Prior to Closing, if Buyer's portion of the Special Assessment exceeds the sum of the disclosed annual Association Dues, the Buyer has the right to terminate within 5 days.

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ACTUARIAL PARTNER

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New Form!

F331 Unsafe Property Disclosure and Hold Harmless Agreement

UNSAFE PROPERTY DISCLOSURE AND HOLD HARMLESS AGREEMENT

2026 Printing

This Unsafe Property Disclosure and Hold Harmless Agreement ("Agreement") is made this date of _____ for the property at the following address: _____

(Property) _____

The undersigned Buyer's Broker or Buyer Broker's licensee ("Buyer's Broker") and prospective buyer(s) ("Buyer(s)") acknowledge that they have been informed that the above-referenced Property is in an unsafe and dangerous condition in particular, _____ ("Seller's Broker") is aware of the following: _____

[Check if continued on another page.]

The items identified above are not intended to be an exhaustive list of any conditions affecting the Property, but are rather those that are known to Seller's Broker based on an assessment by the owner and disclosed to Seller's Broker. There may well be other dangerous or potentially dangerous conditions on the Property.

The undersigned acknowledge that they are entering the Property at their own risk. Each signatory below assumes the risk of any sickness, injury (even a life threatening injury) relating to or arising from the condition of the Property, whether disclosed or not disclosed in this Agreement, and agree to use extreme caution in viewing the Property.

Neither Seller's Broker nor any of its representatives have verified the full nature and extent of the hazards affecting the Property, make any representations regarding any limitations as to the nature or extent of the risks associated with entering the Property, or recommend specific steps or precautions to minimize such risks.

Buyer's Broker and Buyer(s) agree to hold both the owner(s) of the Property and Seller's Broker and its licensees, and their respective owners, directors, officers, managers and agents harmless from any such claims or damages of any kind (including, but not limited to, claims for personal injury, bodily injury, death, or medical expenses, compensation, and punitive damages) related to or arising out of the existence of hazardous conditions, within or about the Property.

The undersigned Buyer's Broker represents and warrants that he or she will not allow any person(s) to enter the Property without Buyer's Broker. Buyer and any other invitees first signing this Agreement and returning a fully signed copy to Seller's Broker. Buyer's Broker and Buyer(s) shall defend and indemnify both the owner(s) of the Property and Seller's Broker from any claims or actions by any person entering the Property with or through them without having signed this Agreement and returning the same to Seller's Broker. If Buyer(s) are not working with or being represented by a Buyer's Broker, Buyer(s) signing this Agreement shall constitute an agreement by Buyer(s) to its terms including the indemnification obligations set forth herein. This Agreement shall survive the closing of any purchase by Buyer(s). Broker and Buyer(s) acknowledge that this Agreement does not attempt to offer legal advice. If Buyer's Broker or Buyer(s) do not understand this Agreement, they should consult an attorney prior to the execution of this document. This Agreement is for the benefit of the owner(s) of the Property and Seller's Broker and may be relied upon and raised as a defense to any legal action, suit or claim by either or both of them and their respective officers, directors, owners, managers, agents and employees. The undersigned do hereby consent to this Agreement.

Buyer's Broker	Date
Buyer Brokerage Firm	
Broker's Address	
1 Buyer's Signature	Date
Address	
2 Buyer's Signature	Date
Address	

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CAMPBELL & BRANNON
ACQUISURE PARTNER

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New Form!

F334 Buying Property Sight Unseen Disclosure and Waiver

BUYING PROPERTY SIGHT UNSEEN DISCLOSURE AND WAIVER ("Disclosure and Waiver")

2026 Printing

RE: This Disclosure and Waiver is made this date of _____

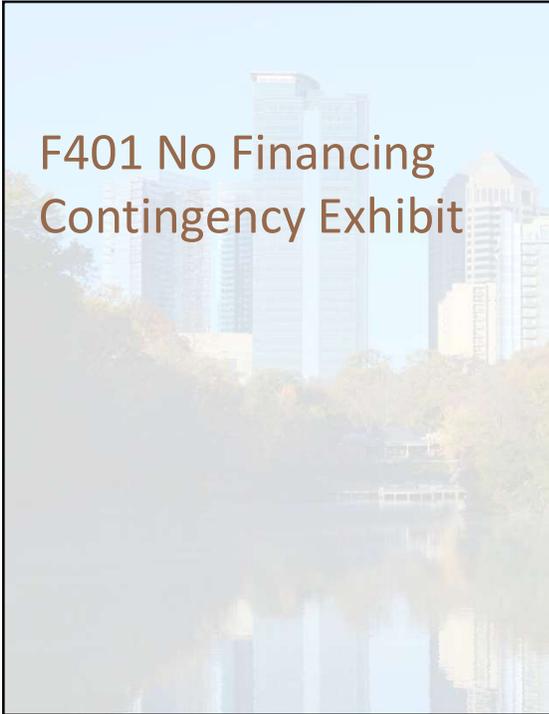
Buyer(s) understand and acknowledge that buying property sight unseen is strongly discouraged by Broker because pictures and/or videos do not always accurately show or reflect the size or condition of the house and property, the quality of the materials used in its construction, what living in a particular neighborhood might be like, defects and other adverse conditions that may exist in the property neighborhood, or whether a property is fairly priced. Broker strongly recommends that Buyer(s) visit the property and have the property inspected by a home inspector and other professionals of Buyer's choosing prior to committing to buy a Buyer further acknowledges that viewing a property is right for Buyer(s) and meets their needs involves subjective factors that can only be fully appreciated by seeing a property in person. Buyer's Broker can send videos and pictures of properties to Buyer but does not have the technical expertise to make other judgments for Buyer(s) regarding the above. Please carefully review the limitations on Buyer's Broker responsibility set forth in Section 2(B) of the Exclusive Buyer Brokerage Engagement Agreement (F110). Understanding these limitations, Buyer is nevertheless choosing to move forward with buying property sight unseen and waives and releases the undersigned Buyer's Broker and the brokerage firm with which Buyer's Broker is affiliated and its owners, officers, directors, managers and members from any and all liability relating to the above matters and the property not meeting Buyer's expectations in any way.

1 Buyer's Signature	_____
Print Name	_____
Date	_____
2 Buyer's Signature	_____
Print Name	_____
Date	_____

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CAMPBELL & BRANNON
ACQUISURE PARTNER

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F401 No Financing Contingency Exhibit

NO FINANCING CONTINGENCY
EXHIBIT " " "

Georgia REALTORS
2026 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____ Georgia

1. Method of Purchase

A. **All Cash Purchase ("All Cash")**: Buyer has sufficient liquid assets to purchase the Property in this transaction **with All Cash**. The Buyer has no right to unilaterally extend the Closing Date for eight (8) days for reason of mortgage lender delay. **Notwithstanding the above**, Buyer shall have the right to extend the Closing Date for eight (8) days if the Closing Attorney is not ready except if the basis for the Closing Attorney not being ready is due to or related to the mortgage lender delay.

OR

B. **Financed Purchase with No Financing Contingency**: Buyer intends to obtain mortgage financing to pay for all or a portion of the purchase price of the Property, provided, however, this Agreement shall not be subject to a financing contingency. Even though Buyer is obtaining a mortgage loan, the Buyer has no right to unilaterally extend the Closing Date for eight (8) days for reason of mortgage delay. Notwithstanding the above, Buyer shall have the right to extend the Closing Date for eight (8) days if the Closing Attorney is not ready except if the basis for the Closing Attorney not being ready is due to or related to the mortgage lender delay.

2. Verification of Funds. Within _____ days from the Binding Agreement Date, Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail the source of all Buyer's funds necessary to purchase the Property ("Required Information"). The Required Information shall consist of one or more of the following:

A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") for or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds in US Dollars of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property.

B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds in US Dollars on deposit with the institution. Such account statement must be for the regular time period that such statements are issued immediately preceding the Binding Agreement Date.

C. If Option 1(B) is selected above, a loan commitment letter from a mortgage lender.

3. Authorization and Security. Buyer does hereby authorize Seller and Seller's Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Seller's Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise redact account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.

4. Seller's Right to Terminate. In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the Notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

5. Appraisal Contingency. In addition to other rights of Buyer set forth herein, this Agreement shall or shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:

A. **Type of Appraisal**: The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed and signed by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(2)) with respect to the Property.

B. **Selection of Appraiser**: The appraiser shall be selected by [Seller] or [Buyer]. The sections not selected shall not be a part of this Agreement. Buyer, Seller, OR Other _____, and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.

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F401 No Financing Contingency Exhibit

New paragraph 6 – Special Approval if Property is a Condominium or Subject to a Master Insurance Policy

6. Special Approval if Property is a Condominium or Subject to a Master Insurance Policy. This Agreement IS or IS NOT contingent upon Buyer's lender obtaining underwriting approval of any fire and casualty insurance policy and/or development (hereinafter "Project Approval"). If at any time the lender determines that the inability to obtain Project Approval is preventing a mortgage loan from being made, then Buyer shall have the right to terminate this Agreement without penalty and receive a full refund of all Earnest Money, provided that Buyer provides Seller with a letter from such lender stating that the inability to obtain Project Approval is what is preventing a mortgage loan from being made to the Buyer. Such letter shall be provided to Seller not later than the date of Closing or within seven (7) days of the termination of the Agreement by Buyer, provided that the Notice of termination is given prior to Closing.

To be used if 1(B) is selected. It matches the condo contingency found in other financing exhibits.

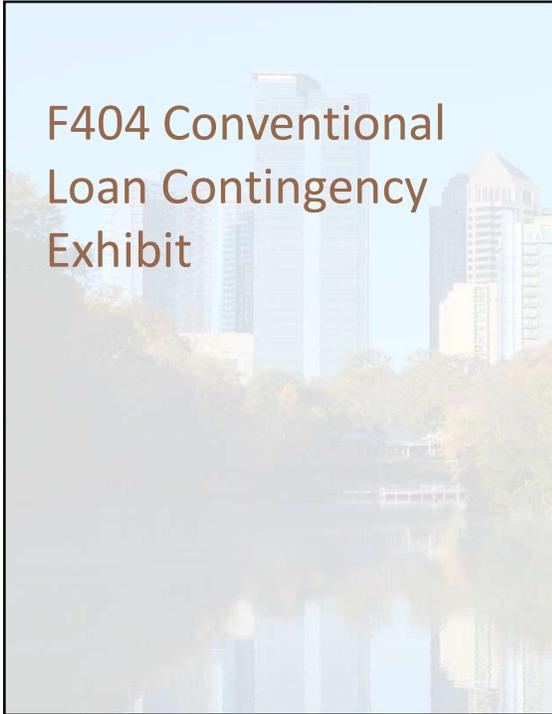
However unlike the other financing contingencies in the F401 you must affirmatively check the box to make it part of the agreement.

Remember, this contingency runs until Closing!



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F404 Conventional Loan Contingency Exhibit

CONVENTIONAL LOAN CONTINGENCY EXHIBIT " _____ "

Georgia REALTORS

2026 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____ Georgia.

1. Application. Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfil Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency (Section A, or A, and B, below. Any box not selected shall not be a part of this Agreement. All Loan terms must be stated.)

	Loan Amount	Term	Interest Rate (at par)	Rate Type
<input type="checkbox"/> A. FIRST MORTGAGE LOAN	% of purchase price	years	Not greater than _____ % per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only
<input type="checkbox"/> B. SECOND MORTGAGE LOAN	% of purchase price	years	Not greater than _____ % per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only

2. Use of Particular Lender. Buyer may apply for approval of the Loan(s) with any mortgage lender, mortgage broker or mortgage loan originator licensed to do business in Georgia (hereinafter collectively "Lender"). If any Lender is identified below ("Approved Lender"), Buyer shall apply for approval of the Loan(s) with that Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Lender herein.

Approved Lender(s) _____

3. Length of the Financing Contingency Period. The length of the Financing Contingency Period in Section 7 below shall be _____ days from the Binding Agreement Date.

4. Length of Time for Buyer to Request a Reduction in the Purchase Price Based Upon a Low Appraisal. The time period for Buyer to request a reduction in the purchase price of the Property, if it appraises for less than the purchase price of the Property, as set forth in Section 4 below, shall be _____ days from the Binding Agreement Date.

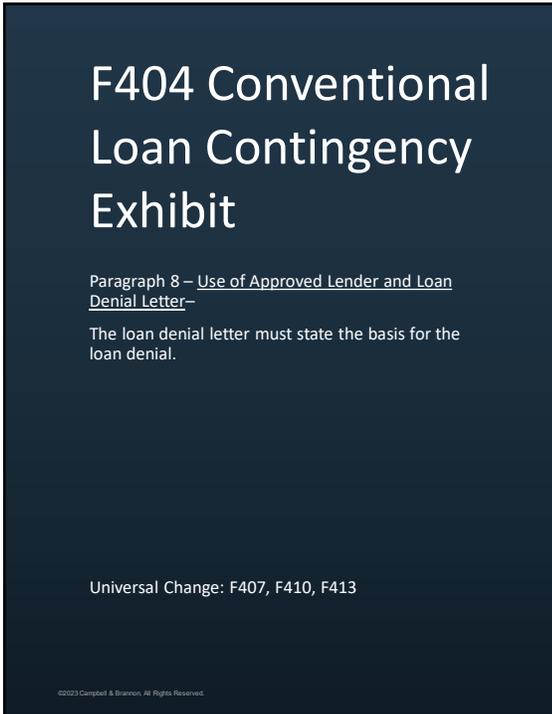
5. Buyer May Apply for Different Loans. A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different conventional loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement. Notwithstanding the above, Buyer shall not have a right to apply for a FHA, VA, or USDA loan unless the parties agree to amend this Agreement to add a FHA, VA, or USDA loan contingency exhibit meeting FHA, VA or USDA requirements, as the case may be in which event this Conventional Loan Contingency shall no longer be part of this Agreement. Nothing herein shall require the Seller to agree to amend this Agreement.

6. Buyer to Notify Seller of Intent to Proceed. When it is known, Buyer shall promptly notify Seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.

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F404 Conventional Loan Contingency Exhibit

Paragraph 8 – Use of Approved Lender and Loan Denial Letter

The loan denial letter must state the basis for the loan denial.

Universal Change: F407, F410, F413

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8. Use of Approved Lender and Loan Denial Letter. If there is an Approved Lender identified herein, then the Loan Denial Letter shall come from an Approved Lender. If the Approved Lender is a mortgage broker, the Loan Denial Letter can be from the mortgage broker or the mortgage lender with whom the mortgage broker placed the Loan(s). If Buyer is not required to apply for the Loan(s) with an Approved Lender, the Loan Denial Letter may be written by any Lender.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter must state the basis for the loan denial and may not be based solely upon one or more of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); (d) Buyer making purchases that adversely affect Buyer's debt to income ratio; (e) the Property not appraising for at least the purchase price unless this Agreement is subject to an appraisal contingency and an appraisal meeting the requirements of this Agreement has been performed; or (f) the lender not having completed underwriting the loan request.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

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F404 Conventional Loan Contingency Exhibit

Paragraph 10 – Right of Seller to Request Evidence of Buyer's Ability to Close

Buyers previously had 7 days to produce evidence of their ability to close. That is now reduced to 5 days.

10. Right of Seller to Request Evidence of Buyer's Ability to Close. If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have **five (5) days** from the date Seller delivers Notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than **five (5) days** from the date of Closing. It is intended that the Evidence Buyer produces shall be liberally interpreted, where possible, in favor of a finding that Buyer has the ability to close on the purchase of the Property.

Paragraph 11 – Seller's Right to Terminate

Buyer's right to cure the default was reduced from 3 days to 2 days.

11. Seller's Right to Terminate. In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer **two (2) days** from the date of the delivery of the Notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter (or however **many days are left until the Closing but excluding the day of Closing**) due to Buyer's default upon Notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

Universal Change: F407, F410, F413



F601 Sale or Lease of Buyer's Property Contingency Exhibit

SALE OR LEASE OF BUYER'S PROPERTY CONTINGENCY EXHIBIT " " "

2026 Printing
Georgia REALTORS

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of the certain Property known as _____ Georgia _____.

1. Buyer warrants that Buyer owns the real property located at _____ (City) _____ (State) _____ (Zip Code) ("Other Property"). Buyer agrees to diligently pursue the closing of the sale or lease of the Other Property prior to the end of the Contingency Period (as that term is defined below).

2. At the time of Offer, Buyer warrants that other Property is: [select all that apply]
 A. Currently under contract with buyer represented by _____ ("Other Property Buyer's Broker" if applicable) with a Closing Date of _____ ("Existing Pending Contract")
 B. Currently listed with _____ ("Other Property Seller's Broker") if the Buyer enters into a contract to sell Buyer's real property after the Binding Agreement Date of this Agreement, Buyer will immediately give Seller Notice of the new contract, and it will become the Existing Pending Contract.
 C. Other _____

3. This Agreement is contingent upon the occurrence of the following (or both, unless selected one below). The section not selected will not be a part of this Agreement. If neither is selected, the Closing Date of this Agreement is deemed selected. The Closing Date of this Agreement (including any extension thereof) OR _____ (Contingency Period) (Select A and/or B below. Any section not selected will not be a part of this Agreement.)
 A. Buyer closing on the sale of the Other Property. Unless the Other Property is under a binding purchase and sale contract at the time of Offer, Buyer shall keep the Other Property listed for sale with a real estate broker as a list price of not more than \$ _____ until it is either sold and closed or the Contingency Period expires. (Nothing herein shall give the Buyer an ability to terminate the Agreement if the Property sells for an amount greater than the list price.)
 B. Buyer entering into a lease of the Other Property. Unless the Other Property is under a binding lease at the time of Offer, Buyer shall keep the Other Property listed for lease with a real estate broker for a lease term of not less than _____ months nor more than _____ months with a monthly rental of not more than \$ _____ until it is leased or the Contingency Period expires.

4. In the event that the Contingency Period ends without the contingency or contingencies selected above being fulfilled, then the Agreement shall automatically terminate at that time and Buyer shall be entitled to the return of any earnest money without penalty.

5. [This section only applies if there is an Existing Pending Contract.] In the event that the Existing Pending Contract is terminated for any reason whatsoever, Buyer will immediately notify Seller of the same. Buyer shall have the right, but not the obligation, to promptly terminate this Agreement upon delivering such Notice, in which case Buyer shall be entitled to the return of Buyer's earnest money without penalty.

If Buyer does not timely terminate the Agreement, Seller will have the right, but not the obligation, to request that Buyer, to the extent provided in Selected below: 1) pay additional earnest money, and 2) sign an amendment to remove these contingencies and the Due Diligence Period (Amendment to Kick-Out Contingencies). If Seller does not exercise this right within three (3) days from Buyer's Notice that Existing Pending Contract has terminated, then Seller's right to request an amendment on this basis will be waived.

In the event Buyer does not deliver the Amendment to Kick-Out Contingencies within three (3) days of Seller's request, then Seller will have the right, but not the obligation, to terminate this Agreement in which case Buyer will have the right to a refund of earnest money. If Seller does not terminate the Agreement within three (3) days, then Seller's right to terminate this Agreement on this basis will be waived.

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F601 Sale or Lease of Buyer's Property Contingency Exhibit

2. At the time of Offer, Buyer warrants that other Property is: [select all that apply]

A. Currently under contract with buyer represented by _____ ("Other Property Buyer's Broker" if applicable) with a Closing Date of _____ ("Existing Pending Contract").

B. Currently listed with _____ ("Other Property Seller's Broker"). If the Buyer enters into a contract to sell Buyer's real property after the Binding Agreement Date of this Agreement, Buyer will immediately give Seller Notice of the new contract, and it will become the Existing Pending Contract;

C. Other: _____

3. This Agreement is contingent upon the occurrence of the following on or before either [Select one below. The section not selected will not be a part of this Agreement. If neither is selected, the Closing Date of this Agreement is deemed selected] the Closing Date of this Agreement (including any extension thereof) OR _____ ("Contingency Period") [Select A, and/or B below. Any section not selected will not be a part of this Agreement].

A. **Buyer closing on the sale of the Other Property.** Unless the Other Property is under a binding purchase and sale contract at the time of Offer, Buyer shall keep the Other Property listing for sale with a real estate broker at a list price of not more than \$ _____ until it is either sold and closed or the Contingency Period expires. (Nothing herein shall give the Buyer an ability to terminate the Agreement if the Property sells for an amount greater than the list price.)

B. **Buyer entering into a lease.** Buyer shall keep the Other Property listing for sale with a real estate broker at a list price of not more than \$ _____ until it expires.

4. In the event that the Contingency Period ends without the contingency or contingencies selected above being fulfilled, then the Agreement shall automatically terminate at that time and Buyer shall be entitled to the return of any earnest money without penalty.

5. [This section only applies if there is an Existing Pending Contract.] In the event that the Existing Pending Contract is terminated for any reason whatsoever, Buyer will immediately notify Seller of the same. Buyer shall have the right, but not the obligation, to promptly terminate this Agreement upon delivering such Notice, in which case Buyer shall be entitled to the return of Buyer's earnest money without penalty.

If Buyer does not timely terminate the Agreement, Seller will have the right, but not the obligation, to request that Buyer, to the extent provided in Section 8 below: 1) pay additional earnest money; and 2) sign an amendment to remove those contingencies and the Due Diligence Period ("Amendment to Kick-Out Contingencies"). If Seller does not exercise this right within three (3) days from Buyer's Notice that Existing Pending Contract has terminated, then Seller's right to request an amendment on this basis will be waived.

In the event Buyer does not deliver the Amendment to Kick-Out Contingencies within three (3) days of Seller's request, then Seller will have the right, but not the obligation, to terminate this Agreement in which case Buyer will have the right to a refund of earnest money. If Seller does not terminate the Agreement within three (3) days, then Seller's right to terminate this Agreement on this basis will be waived.

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Pay attention to the current listing status.

Knowing the listing status is important because if there is an "Existing Pending Contract" and that Existing Pending Contract terminates the Buyer has the right to terminate our Agreement before the end of the Contingency Period



F601 Sale or Lease of Buyer's Property Contingency Exhibit

Make sure you know how the kick-out clause works.

6. **Kick-Out Clause in this Transaction.** Select Option 1 OR Option 2 below. [If neither option is selected, Option 2 will control.]

Option 1. This Agreement is subject to a Kick-Out Clause. The Seller has the right to continue to market the Property for sale even after it is under contract. In the event Seller receives a bona fide offer to purchase the Property that the Seller would like to accept, then Seller will give Notice of the offer to Buyer. Buyer will then have _____ hours after receipt of the Notice to deposit with Holder additional earnest money of \$ _____ and deliver to Seller an Amendment to the Agreement signed by Buyer in which Buyer agrees to remove from the Agreement the contingencies and/or Due Diligence Period provisions in the Agreement to the extent checked below. In the event that Buyer delivers the Amendment referenced above to Seller and the additional earnest money (if any referenced above) to Holder within the time period stated above, Seller will execute the Amendment, return a copy of the same to Buyer and the Agreement will otherwise remain in full force and effect subject to the Amendment. In the event the Buyer does not deliver the signed amendment and/or additional earnest money, if applicable, Seller will have the right to terminate this Agreement upon Notice to Buyer, in which event Buyer will receive a refund of all earnest money. Prior to Seller giving Buyer Notice that Seller is exercising the Kick-Out Clause, the contingency or contingencies referenced above may be waived by Buyer upon Notice to Seller and shall no longer be a part of this Agreement. [Complete either (A) or (B) below. If Option 1 is selected but neither section (A) or (B) are completed, then option (A) below will be deemed to have been selected.]

(A) All contingencies and the Due Diligence Period will no longer be part of the Agreement.

(B) The contingencies and/or Due Diligence Period checked below will no longer be a part of the Agreement.

Sale or Lease of Buyer's Property Contingency;

Due Diligence Period;

Right to Request Repairs;

any Financing Contingency;

any Appraisal Contingency;

Special Stipulation identified as: _____;

Other: _____

Option 2. This Agreement IS NOT subject to a Kick-Out Clause.





Miscellaneous


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**HOLDER'S NOTICE TO ALL PARTIES
"NOTICE"**


2026 Printing

This Notice is given this date of _____ in accordance with the provisions of that _____ Agreement between _____ ("Buyer") and _____ ("Seller"), for the Purchase and Sale of real property located at: _____, Georgia.

Holder hereby gives Notice to the Buyer and Seller to the above-referenced Agreement of the following:

- The Buyer has failed to deliver Earnest Money to the Holder. Buyer has right to cure this default within 3 Banking Days from the date of this Notice.
- The Buyer's Earnest Money payment has been returned to Holder as being dishonored by the financial institution upon which it is drawn. Buyer has the right to cure this default within 3 Banking Days from the date of this Notice.
- The Buyer has not cured the default per Holder's Notice dated _____.

1 Signature of Party Giving Notice _____ Date _____
 Print or Type Name _____

2 Signature of Party Giving Notice _____ Date _____
 Print or Type Name _____

Additional Signature Page (F267) is attached.

Method of Delivery:

- In Person
- Facsimile
- Overnight Delivery Service
- Certified or Registered Mail
- E-mail

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New Form!

F528 Holder's Notice to all Parties "Notice"

Can be used by a broker to provide notice to the parties about buyer's default on earnest money and provide notice of their right to cure.


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New Stipulation!

GAR Special Stipulation 333

SS 333 WALK THROUGH LIST
If the Property is in a jurisdiction that does not issue certificates of occupancy, Buyer may only refuse to close if the cost to complete the items on the Walk Through List are reasonably estimated by Seller to cost more than \$5,000 to complete (and the House is otherwise substantially complete).



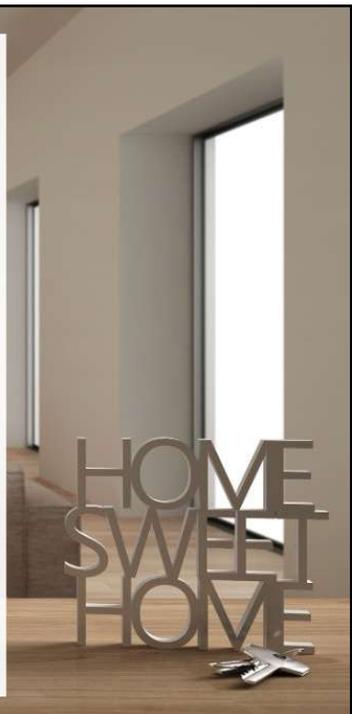


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GAR Special Stipulation 416

Practice Tip!
 If you want to include a security deposit for the seller's temporary occupancy, use GAR Special Stipulation 416.

SS 416 SECURITY DEPOSIT FROM SELLER FOR TEMPORARY OCCUPANCY OF PROPERTY AFTER CLOSING
Seller shall pay Buyer at Closing a security deposit of \$ _____, which shall be held by Buyer to cover any damage done to the Property during the Temporary Occupancy Period (excluding normal wear and tear and damage existing in the Property prior to the Temporary Occupancy Period). Buyer shall send notice to Seller of any deductions for damage done to the Property for which Seller is responsible under this Exhibit. Buyer shall not deduct any amount from the security deposit without first providing Seller with notice of either a repair estimate for the cost to correct the damage or a receipt for such repair. The security deposit, or that portion remaining after permissible deductions, shall be returned to Seller within ten (10) days after possession of the Property has been returned to the Buyer at the following address of Seller after the end of the Temporary Occupancy Period or such other address of which Seller may give notice to Buyer. [Buyer may owe additional duties regarding the security deposit if the Property is professionally managed during the Temporary Occupancy Period or if Buyer owns multiple properties.]



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CO01 Independent Contractor Agreement

Added a section where a broker can limit the activities performed by Licensee

INDEPENDENT CONTRACTOR AGREEMENT

Georgia REALTORS®
2026 Printing

This Agreement made the date of _____, by and between _____ hereinafter referred to as "Broker," and _____ hereinafter referred to as "Licensee."

WHEREAS, Broker and Licensee are duly licensed under the laws of the State of Georgia; and

WHEREAS, Broker and Licensee desire to work together in the real estate brokerage business in a broker-licensee relationship as set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. Obligations of Licensee. Licensee covenants and agrees to:

A. work diligently to perform those real estate brokerage activities permitted to be performed by Licensee below. *(Select all which apply. Any box not selected shall not be a part of this Agreement.)*

- Residential Real Estate Sales (sale of 1-4 unit residential real estate)
- Commercial Real Estate Sales (sales of property with improvements used in business or commerce)
- Land Sales (sales of acreage, farmland and timberland)
- Lot Sales (sales of a single-family residential lot)
- Residential Leasing (finding tenants to lease Residential property)
- Commercial Leasing (finding tenants to lease Commercial property)
- Residential Property Management (managing Residential leased property but excluding Licensee's own property which is addressed in Section 16 below)
- Commercial Property Management (managing Commercial leased property but excluding Licensee's own property which is addressed in Section 16 below)



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CO01 Independent Contractor Agreement

Updated the obligations of the Licensee

- B.** work diligently to promote the business of Broker in real estate transactions.
- C.** maintain Licensee's real estate license in good standing pursuant to the laws of the State of Georgia. Licensee will be solely responsible for the payment of all professional license fees.
- D.** be a member in good standing at Licensee's sole expense of a local board of REALTORS® (approved by Broker) within Georgia.
- E.** be a member of the following multiple listing service(s) at the expense of:
- Licensee Broker
- F.** abide by the Code of Ethics of the National Association of REALTORS®.
- G.** maintain such automobile, property, casualty, liability, errors and omissions, and other insurance coverages as set forth in the following:
- Exhibit "_____", attached hereto and incorporated herein, Broker's Office Policy and Procedures Manual ("Manual"), OR as may be required by Broker upon fifteen (15) days prior written notice to Licensee.



Why might a broker want to make clear that the licensee is responsible for their own auto insurance?

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Questions?

Attorneys@campbellandbrannon.com



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