



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
(Designated Agency)

1 BROKER (listing company):
2 ADDRESS OF COMPANY:
3 OWNER/SELLER ("Seller" or "Client"):
4 ADDRESS OF OWNER/SELLER:

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
7 hereinafter described Property in accordance with the following terms and conditions:

8 1. PROPERTY ADDRESS/LEGAL DESCRIPTION:
9 (Address) (City), Tennessee,
10 (Zip), as recorded in County Register of Deeds Office, deed
11 book(s), page(s), and/or instrument number and further described as:
12
13 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
14 the "Property".

15 A. Included as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently
16 attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and
17 windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall
18 carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors
19 and attached screens; all security system components and controls; garage door opener and all (at least ) remote
20 controls; any wired electric vehicle wall charging stations; swimming pool and its equipment; awnings; permanently
21 installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and
22 backboards; TV mounting brackets (inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae
23 and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key
24 fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or
25 amenities.

26 B. Other items that remain with the Property at no additional cost to Buyer:

29 C. Items that shall NOT remain with the Property:

32 D. Leased Items: Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):
33
34 If leases are not assumable, it shall be Seller's responsibility to pay balance.

35 2. THE LISTING PRICE: \$ ( Dollars)

36 3. TERM: This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date")
37 through 20 ("Listing Expiration Date"). If a contract to purchase, exchange, or lease is
38 signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales
39 Agreement, exchange agreement, or lease agreement.

40 Marketing of Property Commencement Date: Seller directs Broker to commence marketing of the Property for sale
41 to the general public on the Effective Date OR
42 on the day of , 20 .

43 **Carry-Over Clause.** Should the Seller contract to sell or exchange, or contract to lease the Property within \_\_\_\_\_  
44 days after the Listing Expiration Date of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's  
45 behalf) who has been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller  
46 agrees to pay the compensation as set forth below. This includes but is not limited to any introduction or exposure to  
47 Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with  
48 Broker. This carry-over clause shall not apply if the Property is listed with another licensed real estate broker at the time  
49 of such contract.

50 **4. POSSESSION OF PROPERTY to be delivered:** \_\_\_\_\_

51 **5. TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):** \_\_\_\_\_

52 **6. SELLER CONCESSIONS:** Seller is hereby notified that a buyer may request certain concessions in any offer to purchase.  
53 These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses, buyer  
54 broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

55 **7. COMPENSATION: BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE  
56 FULLY NEGOTIABLE.**

57 **Compensation to Broker for Sale:** A total of \$ \_\_\_\_\_, or \_\_\_\_\_ % compensation based on the total  
58 sales price which shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced  
59 by delivery of warranty deed and payment of purchase price which includes, but is not limited to, payment of purchase  
60 price in full, execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing").  
61 In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value  
62 of both properties.

63 **Cooperating Compensation:** Broker is authorized to offer a cooperative compensation in the amount of  
64 \$ \_\_\_\_\_ or \_\_\_\_\_ % of Selling Price/monthly rental amount to a Buyer Broker/Agent or Facilitator  
65 (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the  
66 transaction. **This amount shall be taken from the amount agreed to be paid to Listing Broker.**

67 **Compensation to Broker for Lease:** In the event that the Property is leased during the term of this Agreement, Seller  
68 agrees to pay a total of \$ \_\_\_\_\_, or \_\_\_\_\_ % compensation based upon the monthly rental amount  
69 which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the  
70 terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease  
71 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease.  
72 This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the  
73 Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described  
74 herein, Seller agrees to pay Broker at the time of Closing any remaining compensation based upon future rental payments  
75 and/or any compensation that may be due under the terms of this Listing Agreement.

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

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

88 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this  
89 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands  
90 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable  
91 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that  
92 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local  
93 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.  
94 Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is  
95 authorized to communicate any offer of cooperating compensation to prospective Buyer Brokers or Facilitators and may  
96 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.  
97 Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this

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98 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final  
99 sales information to the MLS for the purpose of compiling comparable sales data reports.

100 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to  
101 disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential  
102 Property Disclosure form and the Multiple Listing Profile Sheet as well as the Lead-Based Paint Disclosure form (if  
103 required by law and if such information is not otherwise disseminated); to exhibit said Property to any prospective Buyer;  
104 and to have interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising materials  
105 of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet  
106 or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides  
107 photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such  
108 material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said  
109 material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

110 Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to  
111 the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may  
112 be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker  
113 informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to  
114 Seller. In response to inquiries from Buyers or cooperating brokers, Broker shall follow Seller's lawful instructions on the  
115 disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of  
116 Practice 1-15)

117 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified  
118 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to  
119 such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. Property is  
120 offered without regard to race, creed, color, religion, sex, handicap, familial status or national origin. A request from Seller  
121 to observe discriminatory requirements in the sale or lease of the Property shall not be granted since it is a violation of the  
122 law.

123 **9. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

124 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*  
125 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*  
126 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*  
127 *of the following:*

128 *Non United States citizen;*

129 *Non resident alien; or*

130 *Foreign corporation, partnership, trust, or estate*

131 *It is Seller's responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

132 **10. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

133 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee  
134 Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form  
135 and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure if required by law and said  
136 information has not otherwise been disclosed in writing. Seller has not advised Broker and/or Broker's affiliated Licensees  
137 (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the  
138 Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or  
139 Tennessee Residential Property Disclosure form signed by the Seller. Seller is not aware of any other defect or  
140 environmental factor which would affect the value of or structural integrity of improvements on the Property or the health  
141 of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the  
142 listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee  
143 Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form;  
144 the Lead-Based Paint Disclosure (if required by law). Seller further agrees to hold Agents and firm harmless and indemnify  
145 them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or  
146 misrepresentation by Seller on said forms and/or for any material fact that is known or should be known by Seller  
147 concerning the Property and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's  
148 fee for Agents and firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts  
149 (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

150 **Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices**  
151 **while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations**  
152 **related to their actions.**

153 Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings or "Open Houses" of the Property. Seller  
154 additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key entry access  
155 to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a lock box on said Property for  
156 the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller  
157 represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising  
158 from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons  
159 and employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or other authorized  
160 entry thereof.

161 Seller acknowledges and agrees that Broker:

- 162 A. May show other properties to prospective buyers who are interested in Seller's Property;
- 163 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the  
164 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the  
165 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;  
166 the availability and cost of utilities, septic, or community amenities; conditions existing off the Property that may  
167 affect the Property; uses and zoning of Property, whether permitted or proposed; for applicable boundaries of  
168 school districts or other school information; proposed or pending condemnation actions involving the Property;  
169 the appraised or future value of the Property; termites and wood destroying organisms; building products and  
170 construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to  
171 financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby  
172 advised to seek independent expert advice on any of these matters which are of concern to Seller;
- 173 C. Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this  
174 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the  
175 Tennessee Real Estate Commission Rules; and
- 176 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

## 177 11. EXPERT ASSISTANCE

178 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an  
179 expert in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms,  
180 taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's  
181 advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker  
182 provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products  
183 obtained by Client.

## 184 12. AGENCY

### 185 A. Definitions.

- 186 1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage  
187 firm and where the context would indicate, the Broker's affiliated licensees.
- 188 2. **Designated Agent for the Seller.** The individual licensee that has been assigned by the Managing Broker and is  
189 working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion  
190 of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer  
191 for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best  
192 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established  
193 without a written agency agreement.
- 194 3. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for  
195 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a  
196 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be  
197 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law,  
198 any Licensee or company who has not entered into a written agency agreement with either party in the transaction  
199 is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 200 4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific  
201 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon  
202 full disclosure to each party and with each party's informed consent.

- 203 5. **Adverse Facts.** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees  
204 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of  
205 improvements to real property or present a significant health risk to occupants of the property.
- 206 6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes  
207 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the  
208 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee  
209 discloses that licensee has an agency relationship with another party, any such information which the consumer  
210 THEN reveals must be passed on by the licensee to that other party.

211 **B. Duties owed to all Parties to a Transaction.**

212 **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties**  
213 **to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise**  
214 **provided by law:**

- 215 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
- 216 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge.
- 217 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to  
218 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both  
219 parties in the transaction. This duty of confidentiality extends to any information which the party would  
220 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure  
221 or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency  
222 relationship and the closing of the transaction.
- 223 4. To provide services to each party to the transaction with honesty and good faith.
- 224 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that  
225 might affect such transaction only when such information is available through public records and when such  
226 information is requested by a party.
- 227 6. To timely account for earnest money deposits and all other property received from any party to a transaction and
- 228 7. A. To refrain from engaging in self-dealing or acting on behalf of licensee’s immediate family, or on behalf of  
229 any other individual, organization or business entity in which licensee has a personal interest without prior  
230 disclosure of such personal interest and the timely written consent of all parties to the transaction, and
- 231 B. To refrain from recommending to any party to the transaction the use of services of another individual,  
232 organization or business entity in which the licensee has an interest or from whom the licensee may receive  
233 a referral fee or other compensation for the referral, other than referrals to other licensees to provide real  
234 estate services, without timely disclosure to the party who receives the referral, the licensee’s interest in such  
235 referral or the fact that a referral fee may be received.

236 **C. Duties owed to Client.**

237 **In addition to the above, the licensee has the following duties to Client if the licensee has become an**  
238 **Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:**

- 239 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement  
240 between the licensee and licensee’s client;
- 241 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation  
242 of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a  
243 customer in the transaction; and
- 244 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist  
245 the client by:
- 246 A. Scheduling all Property showings on behalf of the client;
- 247 B. Receiving all offers and counter offers and forwarding them promptly to the client;
- 248 C. Answering any questions that the client may have in negotiation of a successful purchase agreement  
249 within the scope of the licensee’s expertise; and
- 250 D. Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase  
251 agreement for a successful closing of the transaction.

252 Upon waiver of any of the duties contained in section 11.C.3., a consumer must be advised in writing by such  
253 consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction  
254 for the performance of said duties.

255 **D. Seller's Authorizations.**

- 256 **1. Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee  
257 as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A Designated  
258 Agent for the Seller can and shall continue to advocate Seller's interests in a transaction even if a Designated  
259 Agent for the Buyer (other than the licensee below) is also associated with Broker. The Managing Broker hereby  
260 appoints \_\_\_\_\_ to be the Designated Agent to the Seller in this transaction.
- 261 **2. Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary,  
262 to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to the exclusion of  
263 any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement,  
264 if necessary.
- 265 **3. Default to Facilitator in the event both parties are represented by the same Designated Agent.** The  
266 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated*  
267 *Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and the Seller of  
268 the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon  
269 any default to Facilitator status, the former Designated Agent must assume a neutral position and shall not be an  
270 advocate for either the Seller or any prospective buyers.
- 271 **4. Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this  
272 Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or  
273 contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because  
274 the transaction is closed or the transaction or contemplated transaction between these parties is terminated or not  
275 accepted and no further negotiations occur between the parties). At that time, the agent shall immediately revert  
276 to Designated Agency status for the Seller again.

277 **13. EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust  
278 money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee  
279 account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease,  
280 exchange, or option agreement until disbursed in accordance with the terms of said agreement.

281 **14. TITLE.** Seller warrants Seller is vested with good marketable title to the Property with full authority to execute this  
282 Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

283 **15. HOME PROTECTION PLAN.**

- 284  Seller agrees to provide a limited Home Protection Plan at a cost of \$ \_\_\_\_\_ to be funded at closing.

285 Plan company: \_\_\_\_\_

286 **OR**

- 287  Home Protection waived.

288 **16. OTHER PROVISIONS.**

289 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and  
290 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This  
291 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and  
292 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by  
293 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement  
294 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

295 **B. Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be  
296 governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

297 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
298 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
299 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
300 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
301 determined by the location of Property.

302 **D. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
303 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
304 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

305 **E. Fair Housing.** Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed,  
306 religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe  
307 discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

308 **17. LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS  
309 AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR  
310 ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR  
311 QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS  
312 PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND  
313 ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

314 **18. CONFIDENTIALITY.** Information which Seller authorizes Broker and Broker's affiliated Licensees to disclose which  
315 might otherwise be confidential:  
316  
317

318 **19. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are  
319 made a part of this Agreement.  
320  
321

322 **20. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall  
323 control:  
324  
325  
326  
327  
328  
329  
330

331 **NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.**

332 The party(ies) below have signed and acknowledge receipt of a copy.

333 _____ 334 <b>BY: Broker or Licensee Authorized by Broker</b>	_____
335 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	<b>BROKER/FIRM</b>
336 <b>Date</b>	Address _____
337 _____	Phone: _____
338 Print/Type Name	Email: _____
339 _____	_____

340 The party(ies) below have signed and acknowledge receipt of a copy.

341 _____	_____
342 <b>SELLER/OWNER</b>	<b>SELLER/OWNER</b>
343 _____	_____
344 Print/Type Name	Print/Type Name
345 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
346 <b>Date</b>	<b>Date</b>
347 _____	_____
348 Address	Address
349 Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
350 _____ (W) Email: _____	_____ (W) Email: _____

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