



### CONFIRMATION OF AGENCY STATUS

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

The real estate transaction involving the property located at:

740 Gann Rd

Milan

TN 38358

#### PROPERTY ADDRESS

SELLER NAME: Mike Williams  
LICENSEE NAME: Lamesa Forrester

BUYER NAME: \_\_\_\_\_  
LICENSEE NAME: \_\_\_\_\_

in this consumer's current or prospective transaction is serving as:

- Transaction Broker or Facilitator. (not an agent for either party).
- Seller is Unrepresented.
- Agent for the Seller.
- Designated Agent for the Seller.
- Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.

in this consumer's current or prospective transaction is serving as:

- Transaction Broker or Facilitator. (not an agent for either party).
- Buyer is Unrepresented.
- Agent for the Buyer.
- Designated Agent for the Buyer.
- Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3<sup>rd</sup> Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

#### BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.

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

Signature: Mike Williams Date: 12/09/24  
Seller Signature: Mike Williams Date: \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature: Lamesa Forrester Date: 12/09/24  
Seller Signature: Lamesa Forrester Date: \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Listing Licensee: Lamesa Forrester Date: \_\_\_\_\_

Selling Licensee \_\_\_\_\_ Date \_\_\_\_\_

Southern LifeStyle Properties

Listing Company \_\_\_\_\_

Selling Company \_\_\_\_\_

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

This form is copyrighted and may only be used in real estate transactions in which Mrs. Lamesa Forrester is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** Southern LifeStyle Properties  
 2 **ADDRESS OF COMPANY:** 1034 Cunningham St. A Milan TN 38358  
 3 **OWNER/SELLER ("Seller" or "Client"):** Mike Williams  
 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:**  
 9 740 Gann Rd (Address)  
 10 Milan (City), Tennessee, 38358 (Zip), as recorded in  
 11 Gibson County Register of Deeds Office, 543 deed book(s), 640  
 12 page(s), and/or \_\_\_\_\_ instrument number, and further described as:

13 \_\_\_\_\_  
14 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as  
15 the "Property".

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

27 B. Other items that remain with the Property at no additional cost to Buyer:  
 28 Stove and refrigerator  
 29

30 C. Items that shall **NOT** remain with the Property:  
31  
32

33 **D. Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):  
34  
35

36 If leases are not assumable, it shall be Seller's responsibility to pay balance.

37 **2. THE LISTING PRICE:** \$ 769,000.00 ( Seven Hundred Sixty-Nine Thousand Dollars)

38 **3. TERM:** This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date")  
 39 through December 14th, 2025 ("Listing Expiration Date"). If a contract to purchase, exchange, or lease is  
 40 signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales  
 41 Agreement, exchange agreement, or lease agreement.

42 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale  
43 to the general public on the Effective Date  
44

This form is copyrighted and may only be used in real estate transactions in which Mrs. Lamesa Forrester is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



45 OR  
 46  on the 14th day of December, 2024.

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

54 4. **POSSESSION OF PROPERTY to be delivered:** \_\_\_\_\_ Day of closing

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

56  
 57 6. **SELLER CONCESSIONS:** Seller is hereby notified that a buyer may request certain concessions in any offer to purchase.  
 58 These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses, buyer  
 59 broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

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

62 **Compensation to Broker for Sale:** A total of \$ \_\_\_\_\_, or 6 % compensation  
 63 based on the total sales price which shall be paid by Seller to Broker in readily available funds on the date of closing of  
 64 Property as evidenced by delivery of warranty deed and payment of purchase price which includes, but is not limited to,  
 65 payment of purchase price in full, execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory  
 66 note (the "Closing"). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties  
 67 based upon the value of both properties.

68 **Cooperating Compensation:** Broker is authorized to offer a cooperative compensation in the amount of  
 69 \$ \_\_\_\_\_ or 3 % of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent  
 70 who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction.  
 71 **This percentage shall be taken from the percentage agreed to be paid to Listing Broker.**

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

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

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

93 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this  
 94 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands  
 95 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable  
 96 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that  
 97 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local  
 98 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.  
 99 Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is

This form is copyrighted and may only be used in real estate transactions in which Mrs. Lamesa Forrester is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



100 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may  
 101 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.  
 102 Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this  
 103 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final  
 104 sales information to the MLS for the purpose of compiling comparable sales data reports.

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

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

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

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

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

133 *Non United States citizen;*

134 *Non resident alien; or*

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

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

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

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



153 fee for Agents and firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts  
154 (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

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

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

166 Seller acknowledges and agrees that Broker:

- 167 A. May show other properties to prospective buyers who are interested in Seller's Property;
- 168 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the  
169 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the  
170 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;  
171 the availability and cost of utilities, septic, or community amenities; conditions existing off the Property that may  
172 affect the Property; uses and zoning of Property, whether permitted or proposed; for applicable boundaries of  
173 school districts or other school information; proposed or pending condemnation actions involving the Property;  
174 the appraised or future value of the Property; termites and wood destroying organisms; building products and  
175 construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to  
176 financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby  
177 advised to seek independent expert advice on any of these matters which are of concern to Seller;
- 178 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  
179 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the  
180 Tennessee Real Estate Commission Rules; and
- 181 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

## 182 11. EXPERT ASSISTANCE

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

## 189 12. AGENCY

### 190 A. Definitions.

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

- 205 4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
- 206 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
- 207 full disclosure to each party and with each party’s informed consent.
- 208 5. **Adverse Facts.** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees
- 209 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
- 210 improvements to real property or present a significant health risk to occupants of the property.
- 211 6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
- 212 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
- 213 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
- 214 discloses that licensee has an agency relationship with another party, any such information which the consumer
- 215 THEN reveals must be passed on by the licensee to that other party.

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

217 **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties**

218 **to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise**

219 **provided by law:**

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

241 **C. Duties owed to Client.**

242 **In addition to the above, the licensee has the following duties to Client if the licensee has become an**

243 **Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:**

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

255 D. Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase  
 256 agreement for a successful closing of the transaction.  
 257 Upon waiver of any of the duties contained in section 11.C.3., a consumer must be advised in writing by such  
 258 consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction  
 259 for the performance of said duties.

260 **D. Seller's Authorizations.**

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

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

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

289 **15. HOME PROTECTION PLAN.**

- 290  Seller agrees to provide a limited Home Protection Plan at a cost of \$ \_\_\_\_\_ to be funded at closing.  
 291 Plan company: \_\_\_\_\_  
 292 **OR**  
 293  Home Protection waived.

294 **16. OTHER PROVISIONS.**

- 295 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and  
 296 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This  
 297 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and  
 298 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by  
 299 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement  
 300 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- 301 **B. Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be  
 302 governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 303 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
 304 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
 305 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
 306 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
 307 determined by the location of Property.

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

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

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

320 **18. CONFIDENTIALITY.** Information which Seller authorizes Broker and Broker’s affiliated Licensees to disclose which  
321 might otherwise be confidential:  
322  
323  
324

325 **19. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are  
326 made a part of this Agreement.  
327  
328  
329  
330

331 **20. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall  
332 control:  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353



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

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

Authentisign

*Lamesa Forrester*

Southern LifeStyle Properties

**BY: Broker or Licensee Authorized by Broker**

**BROKER/FIRM**

12/09/24 at 8:07 PM o'clock  am/  pm

1034 Cunningham St. A

**Date**

Address Milan TN 38358

Lamesa Forrester

Phone: 731-613-2354

Print/Type Name

Email: tenncell@bellsouth.net

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

*Mike Williams*

**SELLER/OWNER**

**SELLER/OWNER**

Mike Williams

Print/Type Name

Print/Type Name

12/09/24 at 8:15 PM o'clock  am/  pm

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

**Date**

**Date**

Address

Address

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

\_\_\_\_\_ (W) Email: \_\_\_\_\_

\_\_\_\_\_ (W) Email: \_\_\_\_\_

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

This form is copyrighted and may only be used in real estate transactions in which Mrs. Lamesa Forrester is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.





**Southern Lifestyle  
Properties**

## TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 740 Gann Rd Milan TN 38358

2 Seller: Mike Williams

3 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units  
4 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential  
5 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may  
6 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'  
7 rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.

- 8 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to  
9 the best of the seller's knowledge as of the Disclosure date.
- 10 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 11 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have  
12 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 13 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain  
14 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code  
15 Ann. § 66-5-204).
- 16 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 17 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless  
18 agreed to in the purchase contract.
- 19 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 20 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted  
21 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which  
22 had no effect on the physical structure of the property.
- 23 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only  
24 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form  
25 (See Tenn. Code Ann. § 66-5-202).
- 26 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,  
27 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the  
28 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 29 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,  
30 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the  
31 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 32 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is  
33 not required to repair any such items.
- 34 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a  
35 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 36 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer  
37 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 38 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
39 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 40 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited  
41 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
42 disposal system permit.
- 43 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results  
44 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the

This form is copyrighted and may only be used in real estate transactions in which Mrs. Lamesa Forrester is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



45 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as  
 46 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive  
 47 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has  
 48 ever been moved from an existing foundation to another foundation.

49 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge  
 50 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information  
 51 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition  
 52 Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition  
 53 Exemption. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions  
 54 they may have regarding this information or prior to taking any legal actions.

55 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide  
 56 information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information  
 57 contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales  
 58 person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may  
 59 wish to obtain.

60 **Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form as**  
 61 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**  
 62 **below and/or the obligation of the buyer to accept such items "as is."**

63 The undersigned Seller of the property described as 740 Gann Rd Milan TN 38358 does  
 64 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as  
 65 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209  
 66 for the following reason(s):

- 67  This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration  
 68 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a  
 69 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 70  This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by  
 71 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who  
 72 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired  
 73 the real property by a deed in lieu of foreclosure.
- 74  This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship  
 75 or trust.
- 76  This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to  
 77 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy  
 78 in common and the transfer shall be made from one (1) or more of the owners to another owner or co-owners holding  
 79 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 80  This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 81  This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 82  This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity  
 83 of one (1) or more of the transferors.
- 84  This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 85  This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 86  This is a transfer of any property sold at public auction.
- 87  This is a transfer of any property where the owner has not resided on the property at any time within three (3) years  
 88 prior to the date of transfer.
- 89  This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu  
 90 of foreclosure or by a quitclaim deed.

91 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior  
 92 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever  
 93 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or  
 94 soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment  
 95 and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.  
 96 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and  
 97 upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

This form is copyrighted and may only be used in real estate transactions in which Mrs. Lamesa Forrester is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at (615) 321-1477.



- 98 **ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:** YES NO UNKNOWN
- 99 1. Is there an exterior injection well anywhere on the property?
- 100 2. Is seller aware of any percolation tests or soil absorption rates being
- 101 performed on the property that are determined or accepted by
- 102 the Tennessee Department of Environment and Conservation?
- 103 If yes, results of test(s) and/or rate(s) are attached.
- 104 3. Has any residence on this property ever been moved from its original
- 105 foundation to another foundation?
- 106 4. Is this property in a Planned Unit Development? Planned Unit Development
- 107 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
- 108 controlled by one (1) or more landowners, to be developed under unified control
- 109 or unified plan of development for a number of dwelling units, commercial,
- 110 educational, recreational or industrial uses, or any combination of the
- 111 foregoing, the plan for which does not correspond in lot size, bulk or type of
- 112 use, density, lot coverage, open space, or other restrictions to the existing land
- 113 use regulations." Unknown is not a permissible answer under the statute.
- 114 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.
- 115 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
- 116 limestone or dolostone strata resulting from groundwater erosion, causing a
- 117 surface subsidence of soil, sediment, or rock and is indicated through the
- 118 contour lines on the property's recorded plat map." This disclosure is required
- 119 regardless of whether the sinkhole is indicated through the contour lines on the
- 120 property's recorded plat map.
- 121 6. Was a permit for a subsurface sewage disposal system for the Property issued
- 122 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If
- 123 yes, Buyer may have a future obligation to connect to the public sewer system.

124 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its

125 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder

126 offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore,

127 the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

128 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is

129 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or

130 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

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

132 Mike Williams

133 **SELLER** Mike Williams **SELLER**

134 12/09/2024 at 8:15 PM \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

135 **Date** **Date**

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

137 \_\_\_\_\_

138 **BUYER** **BUYER**

139 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

140 **Date** **Date**

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

This form is copyrighted and may only be used in real estate transactions in which Mrs. Lamesa Forrester is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at (615) 321-1477.

