

# PURCHASE AND SALE AGREEMENT



- 1 (a) **BUYER NAME(s):** \_\_\_\_\_
- 2 (b) **SELLER NAME(s):** \_\_\_\_\_
- 3 (c) **PROPERTY ADDRESS and/or DESCRIPTION:** Buyer agrees to purchase and Seller agrees to sell the real property identified as:  
4 \_\_\_\_\_  
5 \_\_\_\_\_, \_\_\_\_\_ County, Tennessee.
- 6 (d) **PURCHASE PRICE:** \$ \_\_\_\_\_ Dollars,  
7 to be paid in cash or equivalent good funds at closing.
- 8 (e) **EARNEST MONEY:** \$ \_\_\_\_\_ valid check or money order payable to Escrow Agent: \_\_\_\_\_  
9 \_\_\_\_\_, whose address is: \_\_\_\_\_,  
10 will be promptly delivered to Escrow Agent **no later than 5:00 PM, three (3) calendar days after the Acceptance Date.**
- 11 (f) **CLOSING, EXPIRATION, & POSSESSION DATE:** \_\_\_\_\_. This is the date that the sale will  
12 be closed, or this *Agreement* will expire on this date at 11:59 PM. If this is not a business day, this date will be extended to the  
13 next business day. Any other change in this date must be agreed to **in writing** by all parties. Possession of the entire property will  
14 be given to the Buyer at the time of closing, unless a different time of possession is agreed to in a separate *Occupancy Agreement*.
- 15 (g) **ITEMS INCLUDED OR EXCLUDED:** Included, if present, as part of the property sale: all real estate, buildings,  
16 improvements, appurtenances (rights and privileges), and fixtures. **Fixtures** include all things which are attached to the  
17 structure(s) by nails, screws, or other permanent fasteners, including, but not limited to all of the following, if present:  
18 attached light fixtures and bulbs, ceiling fans, attached mirrors; heating and cooling equipment and thermostats; plumbing  
19 fixtures and equipment; all doors and storm doors; all windows, screens, and storm windows; all window treatments  
20 (draperies, curtains, blinds, shades, etc.) and hardware; all wall-to-wall carpet; all built-in kitchen appliances and stove; all  
21 bathroom fixtures; gas logs, fireplace doors and attached screens; all security system components and controls; garage door  
22 openers and all remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills;  
23 all fencing, landscaping and outdoor lighting; and mail boxes.  
24 Other items included in the sale: \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 Items that are not included in the sale: \_\_\_\_\_  
28 Leased items: \_\_\_\_\_
- 29 (h) **CLOSING COSTS:** Unless otherwise stated in Special Stipulations or Addenda, closing costs are to be paid as follows:  
30 **Seller must pay** all Seller's existing loans, liens and related costs affecting the sale of the property, Seller's settlement fees,  
31 real estate commissions, the balance on any leased items that remain with the property, and a **title insurance policy** with  
32 Buyer to receive benefit of simultaneous issue. Any existing rental or lease deposits must be transferred to Buyer at closing.  
33 **Buyer must pay** transfer taxes, deed and deed of trust recording fees, association transfer fees, hazard and any other  
34 required insurance, Buyer's settlement fees, and **all Buyer's loan related or lender required expenses.**
- 35 (i) **PRORATIONS, TAXES & ASSESSMENTS:** The current year's property taxes, any existing tenant leases or rents,  
36 association or maintenance fees, (and if applicable, any remaining fuel), will be prorated as of the date of closing. Taxes for  
37 prior years and any special assessments approved before date of closing must be paid by Seller at or before closing. If  
38 applicable, roll back taxes or any tax or assessment that cannot be determined by closing date should be addressed in  
39 Special Stipulations or Addenda and will survive the closing.
- 40 (j) **HOME PROTECTION PLANS:** Home Protection plans available for purchase are **waived, unless** addressed in Special  
41 Stipulations. Buyer and Seller understand that an administrative fee may be paid to the Real Estate Company if plan is purchased.
- 42 (k) **SPECIAL STIPULATIONS:** The following special stipulations, if in conflict with any language contained within the 3 pages of  
43 this *Purchase and Sale Agreement*, will control: \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_  
50 \_\_\_\_\_
- 51 (l) **TIME IS OF THE ESSENCE:** The failure to meet specified time limits will be grounds for canceling this *Agreement*.
- 52 (m) **FAIR HOUSING AND EQUAL OPPORTUNITY:** This Property is being sold without regard to race, color, sex,  
53 religion, disability, marital status, family status, sexual orientation, age, ancestry, or national origin.

- 54 (n) **LOAN AND APPRAISAL CONTINGENCIES:** This *Agreement* is contingent on Buyer obtaining loan(s) of Buyer's choice.  
55 Buyer must deliver to Seller **no later than 5:00 PM, ten (10) calendar days after the Acceptance Date** a lender's  
56 conditional **commitment letter** proving that: loan application has been made; appraisal has been ordered; loan is not  
57 contingent on the sale of any other property (unless otherwise stated in *Agreement*); Buyer has necessary cash reserves; and  
58 providing reasonable assurance of Buyer's ability to obtain loan with rates, terms, payments and conditions acceptable to  
59 Buyer. Failure to timely provide commitment letter will be grounds for Seller to cancel this *Agreement* by delivering written  
60 *Notice* to Buyer, and all Earnest Money must be refunded to Buyer. **VA/FHA Loan Addendum** must be attached if Buyer seeks  
61 VA or FHA loan. If loan contingency is waived, Buyer must deliver proof of adequate funds within time period on Line 55.  
62 **Appraisal Contingency** - this *Agreement* is also contingent on the appraisal value equaling or exceeding the purchase price.  
63 **If any repairs are required by the lender,** Buyer must deliver to Seller a written list of lender required repairs. Seller must  
64 deliver to Buyer, no later than 5:00 PM, three (3) calendar days after receiving the repair list, a written *Notice* stating whether or  
65 not Seller will complete the repairs before closing at Seller's expense. If Seller does not agree to perform such repairs, or does not  
66 reply within the time limit, this *Agreement* will cancel and all Earnest Money must be refunded to Buyer [see exception in (p)].  
67 **If, at anytime, the loan or appraisal contingency is not satisfied,** Buyer may cancel this *Agreement* by delivering to  
68 Seller a written *Notice of Cancellation*, along with supporting documentation, and all Earnest Money must be refunded to Buyer.
- 69 (o) **INSPECTION CONTINGENCY AND DUE DILIGENCE PERIOD:** This *Agreement* is contingent on Buyer's  
70 satisfaction with all property inspections and investigations. Buyer may use any inspectors of Buyer's choice, at Buyer's  
71 expense. Seller must permit Buyer, and Buyer's representatives and inspectors, reasonable access for inspections, with **all**  
72 **utilities in service at Seller's expense.** Buyer assumes all liability for any damage or loss caused by Buyer's or Buyer  
73 representatives' inspections or investigations of the property.  
74 **Due Diligence Period:** All inspections and investigations must be completed with response to Seller no later than  
75 **5:00 PM, ten (10) calendar days after the Acceptance Date.** During this due diligence period Buyer is strongly advised to:  
76 (A) have a **professional home inspection** conducted by a licensed home inspector (at Buyer's expense), AND  
77 (B) have a **wood destroying insect inspection** conducted by a licensed pest inspector (at Buyer's expense), AND  
78 (C) investigate all matters itemized in the *Advisory to Buyers and Sellers* (which is an Addendum to this *Agreement*), AND  
79 (D) perform any additional inspections and investigations desired, and verify any other matters of concern to the Buyer, AND  
80 (E) if applicable, obtain a septic system inspection letter (available for a fee at TN Dept of Environment and Conservation).  
81 **Inspection Contingency Resolution:** If Buyer is satisfied with all inspections and investigations, Buyer deliver to  
82 Seller a *Notice of Release* of inspection contingency. If for **any** reason Buyer is **not** satisfied with the results of **any**  
83 inspection or investigation, the Buyer **must, within the Due Diligence Period** (Lines 74-75), deliver to Seller **either:**  
84 (1) a written *Notice of Cancellation*, canceling this *Agreement*, and all Earnest Money must be refunded to Buyer, **OR**  
85 (2) a written **Inspection Contingency Removal Proposal.** If Seller rejects Buyer's *Proposal* (or *Counterproposal*) by delivering  
86 a *Notice of Rejection* to Buyer, **or** if any *Counterproposal* is rejected by either party, **or** if a time limit for a written response  
87 to such is exceeded, this *Agreement* will cancel and all Earnest Money must be refunded to Buyer [see exception in (p)].  
88 - Any *Proposal*, *Counterproposal*, *Notice of Rejection*, or *Notice of Release* of inspection contingency must be in writing.  
89 - Any *Proposal* or *Counterproposal* must contain a time limit for responding (that is, an expiration date & time).  
90 If it is discovered during the Due Diligence Period that any permanent structure on the property has an active wood destroying  
91 insect infestation, the Seller, upon Buyer's request, must **professionally treat infestation before closing at Seller's expense.**  
92 Repair of any damage from wood destroying insects must be negotiated in the *Inspection Contingency Removal Proposal*.
- 93 **CAUTION TO BUYER:** Failure to deliver to the Seller either a written **Notice of Release** or **Notice of Cancellation**, or a written  
94 **Inspection Contingency Removal Proposal** within the Due Diligence Period described on Lines 74-75 will be considered to  
95 be an acceptance of the property "as is," and the Inspection Contingency will be satisfied and no longer a part of this *Agreement*.
- 96 (p) **BUYER'S RIGHT TO REINSTATE:** If Seller refuses to complete the lender required repairs (Lines 63-66), or cancels this  
97 *Agreement* by rejecting an *Inspection Contingency Removal Proposal* (Lines 85-89), Buyer has the right to reinstate the  
98 *Agreement* by delivering to Seller a *Notice* stating that the Buyer will accept the property in its present "as is" condition. Buyer's  
99 *Notice* must be delivered to Seller **no later than 5:00 PM, three (3) calendar days after the delivery of Seller's Notice** of  
100 rejection, or if Seller has failed to respond, no later than 5:00 PM, three (3) calendar days after the Seller's deadline to reply.
- 101 (q) **FINAL INSPECTION & RISK OF LOSS:** Buyer has the right and responsibility to perform a final inspection before  
102 closing to determine that the property is in the same condition, other than ordinary wear, as when the *Agreement* was  
103 accepted (with Seller having responsibility to correct), and to see that any repairs agreed to be performed by Seller have  
104 been completed. Buyer may use inspectors. All utilities must be in service at Seller's expense. The closing of the sale  
105 confirms Buyer's acceptance of property condition. Seller is responsible for any loss or damage to the property before closing.
- 106 (r) **DISBURSEMENT OF EARNEST MONEY, AND ADEQUATE CONSIDERATION:** The Earnest Money will be  
107 applied towards the purchase price at closing. If any contingencies or conditions of this *Agreement* are not met and the  
108 *Agreement* is cancelled, all Earnest Money must be refunded to Buyer. If Seller fails to perform any obligation under this  
109 *Agreement*, all Earnest Money must be refunded to Buyer. If required, the Escrow Agent may file an interpleader action in  
110 a court of law, and recover expenses and reasonable attorney's fees, and will have no further liability as Escrow Agent. All  
111 parties acknowledge that the consideration given, including the promises exchanged, the time limitations imposed, and the  
112 notifications required, is sufficient and adequate in exchange for the Buyer's right to legally, properly, and in good faith  
113 cancel, reinstate or extend this *Agreement* in accordance with the other terms of this *Agreement*.

114 (s) **TITLE, DEED, & SELLER REPRESENTATIONS:** Seller will convey to Buyer good and marketable title to the property  
115 by a valid general warranty deed. Seller, at Seller's expense, agrees to furnish Buyer at closing a title insurance policy. Title  
116 policy will be issued by company acceptable to Buyer and Buyer's lender. Buyer will receive benefit of simultaneous issue.  
117 **Seller represents** to the best of Seller's knowledge, unless otherwise disclosed, that: **property is not in a Special Flood**  
118 **Hazard Area or floodplain;** there are no violations of building, zoning or fire codes; there are no encroachments or  
119 violations of setback lines, easements or property boundary lines; and there are no boundary line disputes. If at anytime the  
120 title examination, mortgage loan inspection, survey, or other information discloses any such defects, or if the Buyer  
121 discovers that any representation in this *Agreement* is in fact untrue, Buyer may, by delivering written *Notice* to Seller,  
122 either (1) accept the Property with the defects, OR (2) cancel this *Agreement* and all Earnest Money must be refunded to  
123 Buyer, OR (3) Buyer may extend the closing date by up to 3 calendar days to perform additional due diligence, retaining  
124 the right to exercise option (1) or (2) above.

125 (t) **DEFAULT OR BREACH:** If either party fails to perform any obligation under this *Agreement*, the other party may do  
126 any or all of the following: (1) cancel the *Agreement* (2) sue for specific performance, (3) sue for actual and compensatory  
127 damages. Legal counsel is strongly recommended in such circumstances.

128 (u) **REAL ESTATE COMMISSIONS:** Seller authorizes closing company to debit Seller and pay commissions as follows at closing:  
129 Real Estate Firm Name: \_\_\_\_\_ will receive \_\_\_\_\_% of the purchase price.  
130 Licensee's Name and Contact Information: \_\_\_\_\_  
131 Other Real Estate Firm Name (if any): \_\_\_\_\_ will receive \_\_\_\_\_% of the purchase price.  
132 Other Licensee's Name (if any) and Contact Information: \_\_\_\_\_

- 133 (v) **ADDENDA, ATTACHMENTS, EXHIBITS, DISCLAIMERS, AND DISCLOSURES** (included if marked below):  
134  Confirmation of Agency Status (required with **all** Purchase and Sale Agreements)  
135  Advisory to Buyers and Sellers, or TAR Disclaimer Notice (required with **all** Purchase and Sale Agreements)  
136  Lead-Based Paint Disclosure (required for housing **constructed before 1978**)  
137  Personal Interest Disclosure & Consent (required if a **Licensee has a personal interest**, may be included in Confirmation of Agency)  
138  Occupancy Agreement (required if **possession is other than the time of closing**)  
139  VA/FHA Loan Addendum (required if sale involves **VA or FHA loan**)  
140  Impact Fees or Adequate Facilities Taxes Disclosure (required if sale is residential **new construction**)  
141  Subsurface Sewage Disposal System Permit Disclosure (required for newly constructed residential property with **septic system**)  
142  Addendum (extra page for additional Special Stipulations, if needed)  
143  Other: \_\_\_\_\_

144 **And one of the following three is required with all residential Purchase and Sale Agreements:**  
145  Tennessee Residential Property Condition Disclosure, OR  
146  Tennessee Residential Property Condition Exemption Notification, OR  
147  Tennessee Residential Property Condition Disclaimer Statement

148 (w) **METHOD OF EXECUTION AND DELIVERY:** Signatures and initials transmitted by fax, photocopy, or digital signature  
149 methods will be acceptable and treated as originals. This *Agreement* constitutes the sole and entire agreement between the  
150 parties. No verbal agreements, representations, promises, or modifications of this *Agreement* will be binding unless agreed  
151 to in writing by all parties. **Delivery** will be considered to have been completed as of the date and time a document is either  
152 (1) delivered in person, OR (2) transmitted by fax, OR (3) transmitted by email. Delivery of documents to the real estate Licensee  
153 assisting a party as that party's agent or facilitator (or to that Licensee's Broker) will be considered to be Delivery to that party.

154 (x) **ACCEPTANCE DATE AND BINDING CONTRACT:** The **Acceptance Date** will be the date of full execution (signing) of this  
155 *Agreement* by all parties, that is, the date one party accepts all the terms of the other party's written and signed *Offer* or *Counteroffer*,  
156 evidenced by the accepting party's signature and date on the *Offer* or *Counteroffer*. The Acceptance must be promptly  
157 communicated (by any reasonable and usual mode) to the other party, thereby making this *Agreement* a legally **Binding Contract**.  
158 Communications to the real estate Licensee assisting a party as that party's agent or facilitator (or to that Licensee's Broker) will  
159 be considered to be communication to that party. True executed copies of the Contract must be promptly delivered to all parties.

160 (y) **OFFER EXPIRATION DATE & TIME:** \_\_\_\_\_. If not Accepted by  
161 this date & time (or if blank, by the date and time on Lines 11-13), this *Offer* will expire. However, at any time before the  
162 other party's communication of Acceptance, the party making the *Offer* may **withdraw** the *Offer* by communicating the  
163 withdrawal to the other party, and confirm the withdrawal by the prompt delivery of a written *Notice of Withdrawal*.

164 **Buyer makes this Offer.**  
165 X \_\_\_\_\_ X \_\_\_\_\_  
          Buyer Signature                      Date & Time                      Buyer Signature                      Date & Time

166 This Offer is:  Accepted     Rejected     Countered on this form     Countered on a separate *Counteroffer* form

167 X \_\_\_\_\_ X \_\_\_\_\_  
          Seller Signature                      Date & Time                      Seller Signature                      Date & Time

# 买卖合同



- 1 (a) 买方姓名: \_\_\_\_\_
- 2 (b) 卖方姓名: \_\_\_\_\_
- 3 (c) 房产地址和/或描述: 买方同意购买, 且卖方同意出售不动产(详细资讯如下):
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_, \_\_\_\_\_ 郡县, 美国田纳西州。
- 6 (d) 购买价格: \$ \_\_\_\_\_, \_\_\_\_\_ 美元,
- 7 买方须于过户时以现金或等量资金支付给卖方。
- 8 (e) 订金: \$ \_\_\_\_\_ 以有效支票或汇票支付给公证托管代理人: \_\_\_\_\_
- 9 \_\_\_\_\_, 其地址为: \_\_\_\_\_,
- 10 买方至迟须于验收日期后第三(3)个日历天的当天下午5点前将订金交付给公证托管代理人。
- 11 (f) 过户日期、截止日期及交收房产日期: \_\_\_\_\_
- 12 此一日期为销售结束的日期。本合同将于当日下午11点59分到期。若此一日期并非一个工作天, 则可以将此一日期
- 13 期延伸到下一个工作天。双方若欲变更此一日期, 须以书面表示一致同意。
- 14 除非买卖双方于另一份 占用协议中针对交收房产的时间达成协议, 否则交收房产的时间将连同过户一并交付给买方。
- 15 (g) 房产设施情况(包括所含或不含项目): 所含项目(如果有的话)应可作为出售资产的一部分: 一切的不动产、房屋建
- 16 筑、装修、附属权利(权利和特权)和定着物。定着物包括透过钉子、螺丝钉或其他永久扣件定着在各个
- 17 结构上的一切物品, 其中包括但不限于下列各项物品(如果有的话):
- 18 定着式照明设备及灯泡、吊扇、定着式镜面; 加热及冷却设备和恒温控制器; 管路系统及设备; 各类门户及防风
- 19 门; 各类窗户、纱窗及防风窗; 各类窗户处理(窗帘、帘幕、百叶窗、遮蔽等)及硬体设施; 各类全室地毯; 各类内
- 20 建的厨房电器和炉子; 各类浴室定着物; 煤气伐木、壁炉门口和固定式的纱窗纱门; 各类保安系统元件及控制器;
- 21 车库卷门的开启工具及
- 22 各类遥控; 游泳池及其设备; 遮篷; 永久性安装的户外烹饪烧烤架; 各类围栏、景观美化及
- 23 室外照明和信箱;
- 24 其他出售项目还包括:
- 25 \_\_\_\_\_
- 26 \_\_\_\_\_。
- 27 本次出售所未包含的项目: \_\_\_\_\_。
- 28 出租项目: \_\_\_\_\_。
- 29 (h) 过户费用: 除特别条款或附录另有说明外, 过户费用的支付条件如下所示:
- 30 **卖方须支付** all 卖方目前承担之一切贷款、产权负担及其他会对房产销售造成影响的相关费用、卖方的过户交割费
- 31 用、不动产销售佣金、房产出租项目的余额, 以及以买方作为受益人的**产权保单**。
- 32 卖方须于过户时, 将现有出租项目的租金或租约押金一并移交给买方。
- 33 **买方须支付** 房产转让税费、产权担保契约的担保费用及产权担保契约的信托登记费用、社区管理转让费用、
- 34 灾害险及任何其他必要的保险、买方的过户交割费用以及**各类与买方贷款有关或放款人提出的各项开支**。
- 35 (i) **摊销费用、税费及特别捐税:** 当年度的房产税、现有的房客租约或租金费用、社区管理费或维护保养费
- 36 用(且于适用时应包括任何剩余的燃料费用), 将自过户日期起按比例分摊。前几年的税费及于过户日期前经过认
- 37 可的特别捐税, 须于过户时或过户前由卖方支付。适用时, 无法于过户日期到来前确定之税费或估价, 应于
- 38 特别条款或附录中阐明, 并可于过户后重新计算。
- 39
- 40 (j) **房屋保护维修计划:** 除特别条款另有阐明外, 应将买卖双方视为放弃可供购买之房屋保护维修计画。
- 41 买方和卖方须了解到, 若其购买该项计画, 可能须向不动产公司支付一笔行政管理费用。
- 42 (k) **特别条款:** 下列各项特别条款, 若与此份买卖合同所示之任何语言文字发生冲突, 应优先适用:
- 43 \_\_\_\_\_
- 44 \_\_\_\_\_
- 45 \_\_\_\_\_
- 46 \_\_\_\_\_
- 47 \_\_\_\_\_
- 48 \_\_\_\_\_
- 49 \_\_\_\_\_
- 50 \_\_\_\_\_。
- 51 (l) **时间至关重要:** 双方得以任一方未能于特定时间内履行各项义务作为取消本合同之理由。
- 52 (m) **公平居住和机会均等:** 此一房产出售, 并未歧视买方的种族、肤色、性别、宗教、婚姻状态、家庭状
- 53 况、性倾向、年龄、家世背景或民族血统。

- 54 (n) **房产贷款和房产估价条款：**本合约涉及到买方取得的贷款。买方得自行选择是否取得贷款。  
55 买方至迟须于验收日期后第十(10)个日历天的当天下午5点前向卖方递交一份放款人设定条件的**承诺信函**，以证明：  
56 买方已提出贷款申请；买方已进行房产估价；贷款与其他房产销售无关(除本合约另有声明外)；买方有必要的现金  
57 储备；并为买方有能力以其可以接受的利率、条款、款项和条件取得贷款合理的保证。买方若未能及时提供承  
58 诺信函，卖方得以此为由向买方发出书面通知来取消本合约，而所有的订金都必须退还给买方。若买方希望取得美国  
59 退伍军人贷款(VA)或低收入政府补助贷款(FHA)，本合约须将美国退伍军人贷款(VA)/低收入政府补助贷款(FHA)  
60 附录一并附上。若买方放弃贷款条款，买方须根据第55行所订之时间内递交资金充足证明。**房产估价条款** - 本合约  
61 还涉及到房产估价是否等于或超过购买价格。**若放款人要求进行任何维修**，买方须就向卖方要求进行的各项维修递  
62 交一份书面清单。卖方于收到维修清单后，至迟须于第三(3)个日历天的当天下午5点前，向买方递交一份书面通知，  
63 并陈述卖方是否将于过户前自费完成各项维修。若卖方未能同意进行各项维修，或未能于特定时间内作出答复，本合  
64 约将遭到取消，而所有的订金都必须退还给买方[请参看条款(p)的例外情况]。**若贷款或房产估价条款未能获得满足**，  
65 买方得随时向卖方发出一份书面撤销通知及辅佐文件，以取消本合约，而所有的订金都必须退还给买方。  
66  
67 (o) **全面检查和尽职调查期间：**本合约涉及到买方对各项房产检查和调查的满意度。买方得自费并自行指定检查员。  
68 **卖方须自费运转各项水电设施**，并为买方及买方的代表和检查员提供合理的近用权利，以便进行各项检查。若  
69 买方代表或检查员对房产进行各项检查或调查时造成任何损坏或损失，买方须承担一切赔偿责任。  
70 **尽职调查期间：**买方完成各项检查和调查，至迟须于验收日期后第十(10)个日历天的当天下午5点前答复卖方相关  
71 的**检查和调查结果**。在此一尽职调查期间，强烈建议买方：(A) (买方须自费)由一名通过认证的房产检查员进行一  
72 项专业的**房产检查**，并且(B) (买方须自费)由一名通过认证的害虫检查员以**破坏木材的方式**进行一项**昆虫检查**，并  
73 且(C)在**为买方和卖方提供的咨询建议**(详见本合约附录)中逐一调查个别事项，并且(D)进行其他必要的检查和调  
74 查，并且验证买方关切的其他事项，并且(E) (适用时)取得一份地下渗滤系统检查信函(可向美国田纳西州环境保  
75 护部门付费取得有关信函)。**全面检查的正式决定：**买方若对各项检查和调查感到满意，买方得向卖方递交一份**解  
76 除全面检查通知**。买方若出于某种缘故而对各项检查或调查结果感到不满，买方须于**尽职调查期间**(第74行-第75  
77 行)向卖方递交：  
78 (1) 一份书面**撤销通知**，以取消本合约，并将所有的订金退还给买方，或  
79 (2) 一份书面**全面检查解除提案**。若卖方向买方发出一份**拒绝通知**以表示自己拒绝接受买方**提案**(或**答复提案**)，或若  
80 任一方拒绝接受答复提案，或若任一方未能于特定时间内进行书面答复，本合约将遭到取消，而所有的订金都必  
81 须退还给买方[请参看条款(p)的例外情况]。  
82 - 任何**提案**、**答复提案**、**绝通知**、或**解除全面检查通知**，都必须以书面作成。  
83 - 任何**提案**或**答复提案**，都必须包含答复时效(亦即，截止日期和时间)。  
84 于尽职调查期间发现房产上的永久性建筑物正遭到昆虫侵袭导致其木材遭到破坏，卖方须应买方请求，**在过户前  
85 自费以专业的方式处理昆虫侵袭**。买卖双方须在**全面检查解除提案**之中，一同协商如何修复昆虫破坏木材造成的损  
86 坏。  
87  
88 **买方须知：**未能于尽职调查期间向卖方递交一份书面**解除通知**或**撤销通知**，或一份书面**全面检查解除提案**(如第74行和第  
89 **75行所述**)，将被视为房产已经验收并且须「按现状出售」，而全面检查将获得满足，且不再作为本合约之一部。  
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91  
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93 (p) **买方恢复本合约的权利：**若卖方拒绝完成放款人要求进行之各项维修作业(第63行-第66行)，或以拒绝**全面检查解除  
94 提案**的方式来取消本合约(第85行-第89行)，买方有权向卖方发出一份通知表明买方将接受房产现状，并藉此恢  
95 复本合约。买方通知至迟须于卖方发出**拒绝通知**后第三(3)个日历天的当天下午5点前(或若卖方未能回应，至迟须  
96 于卖方作出答复的最终期限后第三(3)个日历天的当天下午5点前)交付给卖方。  
97  
98 (q) **最终检查和损失风险：**买方在过户前有权亦有责任执行一项最终检查，以确定房产状态除了正常的磨损之外与买  
99 方接受本合约时相比并未发生重大变化(卖方有责任加以修正)，并查看卖方是否已经完成双方议定须由卖方执行的  
100 维修工作。买方得派遣检查员进入房产进行各项检查和调查。卖方须自费启动各项水电设施。销售过户confirms  
101 买方验收房产状况。卖方须为过户前发现的各项损失或损坏负起责任。  
102  
103 (r) **支付订金及充分对价：**过户时，订金将并入购买价格。若本合约之各项条款或细则并能获得满足，且本合约遭到  
104 取消，所有的订金都必须退还买方。若卖方未能履行本合约所定之各项义务，所有的订金都必须退还给买方。必  
105 要时，公证托管代理人得在法庭上发起一项互争权利诉讼，要求偿还由此所生之各项开销及合理的律师费用，并  
106 且无须更进一步承担任何损害赔偿赔偿责任。各方认可，已由买方给付之对价一包括交互承诺、强加的时间限制及必  
107 要的通知一足以促使买方根据本合约其他条款以合法适当及真诚良好的方式取消、恢复或展延本合约。  
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114 (s) **产权、产权担保契约及卖方告知:** 卖方将以一份有效、通用的产权担保契约向买方传达良好及为市场所接受的房产  
115 产权。卖方须同意于过户时自费为买方提供一份产权保单。保单将由买方及买方的放款人可接受的公司发行。买  
116 方将成为有关产权保单之受益人。**据卖方所知**, 除披露事项另有指明外: **房产并非位于特定的洪水风险区域或泛**  
117 **洪区**; 房产并未违反建筑、分区规划或消防规范; 房产并无侵害或违反后置线、缓和曲线或房产界线的情形; 且  
118 房产并无边界争端。若产权检查、房贷检查、调查或其他资讯透露有关瑕疵, 或若买方发现本合约相关陈述在事  
119 实上并不真实, 买方得随时向卖方发出一份书面通知, 表示其愿意 (1) 接受房产及其瑕疵, 或 (2) 取消本合约且  
120 所有的订金都必须退还给买方, 或 (3) 买方得展延过户日期至多三(3)个日历天, 以执行其他尽职调查, 并保留  
121 其行使上述选项(1)或选项(2)的权利。t) **拖欠或违约:** 若任一方未能履行本合约之各项义务, 他方得: (1) 取消本  
122 合约, **和/或**(2) 对特定义务的履行提起诉讼, **和/或**(3) 对实际和赔偿损害提起诉讼。强烈建议您在各该情况下取  
123 得法律援助。

124  
125 (u) **不动产销售佣金:** 卖方授权过户公司将卖方计入借方并于过户时支付销售佣金给下列不动产公司:  
126

129 不动产公司名称: \_\_\_\_\_ 将收取 \_\_\_\_\_ % 的购买价格。  
130 特许经营者的名称及联络资讯: \_\_\_\_\_。

131 其他不动产公司名称(如果有的话): \_\_\_\_\_ 将收取 \_\_\_\_\_ % 的购买价格。  
132 其他特许经营者的名称(如果有的话)及联络资讯为: \_\_\_\_\_。

133 (v) **附录、附件、展品、免责事项及披露事项** (以下若有标记, 则有包括相关):

- 134  机构状态的确认书函 (**所有的** 买卖合同都须要附上此一通知)  
135  为买方和卖方提供的咨询建议, 或TAR 免责声明通知 (**所有的** 买卖合同都须要附上此一通知)  
136  含铅油漆等披露事项 (**1978前建造的房舍住宅** 须附上此份文件)  
137  个人利益等披露事项 & 经由正式批准的文件 (**涉及到特许经营者的利益时**, 得将此份文件纳入机构确认书函)  
138  占用协议 (**交收房产与过户并非同时进行** 时须附上此份文件)  
139  美国退伍军人贷款(VA)/ 低收入政府补助贷款(FHA)附录 (**房产销售涉及到VA/FHA** 时须附上此份文件)  
140  环境影响费或足够的设施税费等披露事项 (**销售房产为新建住宅** 时须附上此份文件)  
141  地下污水处理系统通行行政等披露事项 (**新建住宅设有地下渗滤系统** 时须附上此份文件) 附录 (必要时得为其他特别条款  
142 新增页面)  
143  其他文件及攸关事项: \_\_\_\_\_

144 **而所有的房产买卖合同须一并附上下列三份文件之一:**

- 145  美国田纳西州居住房产状况披露事项, 或  
146  美国田纳西州居住房产状况免除通知, 或  
147  美国田纳西州居住房产状况免责声明

148 (w) **执行及送达方式:** 可接受透过传真、影印或数位签名方法传递的签名和姓名缩写, 并可将其视为原版签名或姓名  
149 缩写。本合约为各方认可之单一完整协议。除各方另有书面协议外, 与本合同有关之非书面协议、陈述、允诺或  
150 修订将对各方产生法律上的拘束力。当一份文件 (1) 以亲手交付, 或 (2) 以传真传递, 或 (3) 以电子邮件传递时,  
151 可视为文件已于特定日期和时间**送达**。协助将文件交给一方并担任该方代理人或辅助人的不动产特许经营者 (或将文  
152 件交给特许经营者的经纪人), 将被视为将文件交给该方。  
153

154 (x) **验收日期和具有拘束力的合约:** **验收日期** 为各方全面执行(签署)本合约的日期(此一日期即为一方接受他方提出有关**出**  
155 **价或还价**的各项条款—相关证明可见双方对有关出价或还价的签名或日期)。验收必须(透过一般合理的方式)立即传  
156 达他方, 俾令本合约成为一份在法律上具有约束力的合约。给予协助一方并担任该方代理人或辅助人的不动产特许  
157 经营者(或给予特许经营者的经纪人)的通信文件, 将被视为给予该方的通信文件。本合约真正的执行副本, 须立即交  
158 付各方。  
159

160 (y) **出价截止日期和时间:** \_\_\_\_\_。若卖方未于此一日期和时间接受出  
161 价 (或于第11行-第13行所定之日期和时间到来时留有空白), 此次**出价**将期满到期。然而, 于他方表达接受出价时,  
162 出价之买方得向他方表示其欲**撤回**出价, 并以立即发出撤回出价的书面通知等方式确认撤回出价。  
163

164 买方出价。

165 X \_\_\_\_\_ X \_\_\_\_\_  
166 买方签名 日期 & 时间 买方签名 日期 & 时间

166 此次出价:  可接受  遭到拒绝  在此张表格上提出答复  在另一张答复出价表格上提出答复

167 X \_\_\_\_\_ X \_\_\_\_\_

167 卖方签名 日期 & 时间 卖方签名 日期 & 时间