



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** Mitchell Real Estate & Auction LLC
 2 **ADDRESS OF COMPANY:** 221 S. Main Street Jamestown TN 38556
 3 **OWNER/SELLER ("Seller" or "Client"):** Dixie D Green
 4 **ADDRESS OF OWNER/SELLER:** 2725 Calhoun Drive Abbeville AL 36310

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:**
 9 549 Yellow Cliff Estates Road (Address)
 10 Jamestown (City), Tennessee, 38556 (Zip), as recorded in
 11 Fentress County Register of Deeds Office, T5 deed book(s), 541
 12 page(s), and/or _____ instrument number. and further described as:
 13 042E A 018.00& 019.00

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
29

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

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

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

37 **2. THE LISTING PRICE:** \$ 269,900.00 (Two Hundred Sixty-Nine Thousand Nine Hundred 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 March 30, 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

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45 OR
46 on the 29 day of August, 2024.

47 **Carry-Over Clause.** Should the Seller contract to sell or exchange, or contract to lease the Property within 180
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:** _____ at closing with deed

55 5. **TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):**
56 all terms acceptable to seller

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 3 % 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 2.4 % 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 2.4 % 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

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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.]

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- 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

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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 Lisa Ann Garrett/ Cheyenne Garrett 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.

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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.

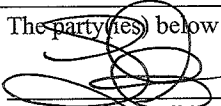
320 **18. CONFIDENTIALITY.** Information which Seller authorizes Broker and Broker's affiliated Licensees to disclose which
321 might otherwise be confidential:
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325 **19. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are
326 made a part of this Agreement.
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331 **20. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall
332 control:
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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.

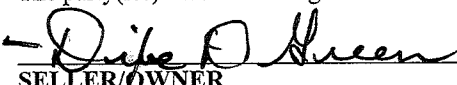
356 

357 **BY: Broker or Licensee Authorized by Broker** Mitchell Real Estate & Auction LLC
BROKER/FIRM

358 8/29/2024 at 4:30 o'clock am/ pm 221 S. Main Street
359 **Date** Jamestown TN 38556
Address

360 Lisa Ann Garrett/Cheyenne Garrett 931-879-9149
361 **Print/Type Name** **Phone:**
362 **Email:** lisagarrettbroker@gmail.com

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

364 

365 **SELLER/OWNER** SELLER/OWNER

366 Dixie D Green
367 **Print/Type Name**

368 8/29/24 at 4:32 o'clock am/ pm
369 **Date**

370 2725 Calhoun Drive
371 **Address** Abbeville AL 36310
Address

372 **Phone:** _____ (H) 206-930-3661 (Cell)
373 **(W) Email:** green.dixie@gmail.com **(W) Email:** _____

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 549 Yellow Cliff Estates Road Jamestown TN 38556

2 Seller: Dixie D Green

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

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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 549 Yellow Cliff Estates Road Jamestown TN 38556 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.

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

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 Dixie D Green
 133 SELLER Dixie D Green SELLER

134 8/29/24 at 4:32 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 _____ BUYER BUYER
 138 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
 139 Date Date
 140

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WORKING WITH A REAL ESTATE PROFESSIONAL

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”):

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

In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or Designated Agent in a transaction:

8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the Licensee and Licensee’s client;
9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate Licensee’s duties to a customer in the transaction; and
10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the client by:
 - A) Scheduling all property showings on behalf of the client;
 - B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the Licensee’s expertise; and
 - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

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Version 01/01/2024



41 **Responsibilities of Sellers and Buyers regarding presence of Recording Devices:**

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

45 Buyer is advised of the possibility that some properties may utilize security devices that record physical movements
46 or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition
47 while viewing any property.

AN EXPLANATION OF TERMS

48 **Facilitator/Transaction Broker (not an agent for either party).** The Licensee is not working as an agent for either party in
49 this consumer’s prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be
50 considered a representative or advocate of either party. “Transaction Broker” may be used synonymously with, or in lieu of,
51 “Facilitator” as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a
52 written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time
53 as an agency agreement is established.]

54 **Agent for the Seller.** The Licensee’s company is working as an agent for the property seller and owes primary loyalty to the
55 seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and
56 licensee’s company are legally bound to work in the best interests of any property owners whose property is shown to this
57 prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

58 **Agent for the Buyer.** The Licensee’s company is working as an agent for the prospective buyer, owes primary loyalty to the
59 buyer, and shall work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be
60 established without a written buyer agency agreement.

61 **Disclosed Dual Agent (for both parties).** Refers to a situation in which the Licensee has agreements to provide services as
62 an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency
63 status may only be employed upon full disclosure to each party and with each party’s informed consent.

64 **Designated Agent for the Seller.** The individual Licensee that has been assigned by the Managing Broker and is working as
65 an agent for the Seller or property owner in this consumer’s prospective transaction, to the exclusion of all other licensees in
66 licensee’s company. Even if someone else in the Licensee’s company represents a possible buyer for this Seller’s property, the
67 Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or property owner. An
68 agency relationship of this type cannot, by law, be established without a written agency agreement.

69 **Designated Agent for the Buyer.** The individual Licensee that has been assigned by the Managing Broker and is working as
70 an agent for the Buyer in this consumer’s prospective transaction, to the exclusion of all other licensees in the company. Even
71 if someone else in the Licensee’s company represents a seller in whose property the Buyer is interested, the Designated Agent
72 for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type
73 cannot, by law, be established without a written agency agreement.

74 **Adverse Facts.** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees that have a
75 negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or
76 present a significant health risk to occupants of the property.

77 **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information
78 revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee
79 disclosed an agency relationship with that other party. AFTER the Licensee discloses that licensee has an agency relationship
80 with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other
81 party.

82 Dixie D. Green 8/29/24
83 BUYER / SELLER Dixie Green Date BUYER / SELLER Date

84 _____
85 Real Estate Licensee Lisa Garrett/ Cheyenne Garrett Date Real Estate Company Mitchell Real Estate & Auction LLC Date

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CONFIRMATION OF AGENCY STATUS

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

7 The real estate transaction involving the property located at:
 8 549 Yellow Cliff Estates Road Jamestown TN 38556
 9 PROPERTY ADDRESS

| | |
|---|---|
| 10 SELLER NAME: <u>Dixie D Green</u> 11 LICENSEE NAME: <u>Lisa Ann Garrett/ Cheyenne Garrett</u> 12 in this consumer's current or prospective transaction is 13 serving as: 14 <input type="checkbox"/> Transaction Broker or Facilitator. 15 (not an agent for either party). 16 <input type="checkbox"/> Seller is Unrepresented. 17 <input type="checkbox"/> Agent for the Seller. 18 <input checked="" type="checkbox"/> Designated Agent for the Seller. 19 <input type="checkbox"/> Disclosed Dual Agent (for both parties), 20 with the consent of both the Buyer and the Seller 21 in this transaction. | BUYER NAME: _____ LICENSEE NAME: _____ in this consumer's current or prospective transaction is serving as: <input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party). <input type="checkbox"/> Buyer is Unrepresented. <input type="checkbox"/> Agent for the Buyer. <input type="checkbox"/> Designated Agent for the Buyer. <input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction. |
|---|---|

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

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

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

| | | | |
|---|------------------------|------------------|------|
| 35 <u>Dixie D Green</u> 36 Seller Signature | <u>8/29/24</u> Date | Buyer Signature | Date |
| 37 Seller Signature | Date | Buyer Signature | Date |
| 38 <u>[Signature]</u> 39 Listing Licensee <u>Lisa Ann Garrett/Cheyenne Garrett</u> | <u>8/29/24</u> Date | Selling Licensee | Date |
| 41 <u>Mitchell Real Estate & Auction LLC</u> 42 Listing Company | Selling Company | | |

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RFLN# TN58801 AFLN# TN05138
P.O. Box 1296 / 221 S. Main Street, Jonesboro, TN 37526
Phone 931-479-8149 or toll free 877-298-0581

DISCLAIMER NOTICE

1 The Broker and their affiliated licensees (hereinafter collectively "Licensees") are engaged in bringing together
2 buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or
3 informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all
4 sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when
5 making decisions about any of the following matters, including the selection of any professional to provide services
6 on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified
7 professional", who complies with all applicable state/local requirements, which may include licensing, insurance,
8 and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to
9 purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough
10 time to get an evaluation of the following matters from an independent, qualified professional. The matters listed
11 below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with
12 whom you work. These items are examples and are provided only for your guidance and information.

- 13 1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional
14 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the
15 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
- 16 2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the
17 condition of the roof.
- 18 3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for
19 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,
20 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the
21 Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home
22 Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home
23 Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an
24 inspector, including whether he has complied with State and/or local licensing and registration requirements in
25 your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-
26 plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
- 27 4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that
28 you use the services of a licensed, professional pest control company to determine the presence of wood
29 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any
30 potential damage from such.
- 31 5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,
32 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-
33 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
34 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable
35 professionals and inspectors in all areas of environmental concern.
- 36 6. **SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained.
37 Information is sometimes gathered from tax or real estate records on the property. Square footage provided by
38 builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not**
39 **guaranteed.** It is advised that you have a licensed appraiser determine actual square footage.
- 40 7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
41 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
42 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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43 **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,
44 while sometimes used to set an asking price or an offer price, is **not** an appraisal.

45 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**
46 **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or
47 private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary
48 survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,
49 clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys,
50 plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

51 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
52 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
53 repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected
54 use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before
55 committing to a property or provide for this contingency in your Purchase and Sale Agreement.

56 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
57 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,
58 electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified
59 by the appropriate sources in writing (including but not limited to fire protection). You should have a
60 professional check access and/or connection to public sewer and/or public water source and/or the condition of
61 any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual
62 number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained
63 in the file for the property maintained by the appropriate governmental permitting authority. If the file for this
64 property cannot be located or you do not understand the information contained in the file, you should seek
65 professional advice regarding this matter. For unimproved land, septic system capability can only be
66 determined by using the services of a professional soil scientist and verifying with the appropriate governmental
67 authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to
68 accommodate the size home that you wish to build.

69 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you
70 have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or
71 run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding
72 may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper
73 governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation
74 certificates, flood zones, and flood insurance requirements, recommendations and costs.

75 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
76 condemnation proceedings or similar matters concerning any portion of the property with the State, County and
77 city/town governments in which the property is located. Condemnation proceedings could result in all or a
78 portion of the property being taken by the government with compensation being paid to the landowner.

79 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
80 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
81 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
82 sources in writing.

83 **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**
84 You should consult with local, state and federal law enforcement agencies for information or statistics regarding
85 criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location
86 of sex offenders in a given area.

87 **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any
88 legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or
89 any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not**
90 legal or tax experts, and therefore cannot advise you in these areas.

Lisa Ann Garrett

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- 91 **16. TITLE EXPENSES.** It is the Buyer's responsibility to seek independent advice or counsel prior to Closing
 92 from Buyer's Closing Agency regarding the availability and coverage provided under an American Land Title
 93 Association Standard Owner's Insurance Policy and, if available, an Extended Owner's Insurance Policy.
- 94 **17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
 95 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
 96 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
 97 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are
 98 advised to contact several sources and independently investigate the competency of any inspector, contractor,
 99 or other professional expert, service provider or vendor and to determine compliance with any licensing,
 100 registration, insurance and bonding requirements in your area.
- 101 **18. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition
 102 of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as
 103 to suitability of a property to your needs. You acknowledge that any images or other marketing materials
 104 provided by the seller or brokers involved in the transaction electronically or in print may not display the
 105 property's features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a
 106 property.
- 107 **19. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media
 108 used in the marketing of the property may continue to remain in publication after Closing. You agree that
 109 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker
 110 is not in control.
- 111 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media**
 112 **representations or verbal representations of any real estate licensee relative to any of the matters itemized**
 113 **above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they**
 114 **secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice**
 115 **for the advice and counsel about these and similar concerns.**

| | | |
|-----|---|---|
| 116 |  | _____ |
| 117 | CLIENT/CUSTOMER <small>Dixie Green</small> | CLIENT/CUSTOMER |
| 118 | 8/29/24 at 4:35 o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm | _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |
| 119 | Date | Date |

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WIRE FRAUD WARNING

1 Criminals use many methods to steal our money, even when we are buying or selling a home – particularly
2 involving wire fund transfers. Scammers typically will send an email that APPEARS to be from your agent,
3 broker, lender, or the closing attorney/ closing agency. Be on the lookout for:

- 4 • Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites,
5 phony fax numbers, texts, calls or social media messages from scammers.
- 6 • Any communication requesting information or directing you to a fake website, a criminal’s email
7 address or a criminal’s bank account.

8 In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing
9 attorney/closing agency.

10 **NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.**

11 *AG* Initials _____ Initials

12 Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or
13 your lender. If the instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER**
14 **FUNDS UNTIL** you have verified the authenticity of the wiring instructions by at least one other independent
15 means, including but not limited to the following:

- 16 • Call the phone number you used on all your prior calls (if the number came from a personally
17 recognized or known source), or
- 18 • Call the closing attorney/ closing agency or lender after verifying their phone number from a known
19 third party source, such as the entity’s official website and/or public directory assistance (do not take
20 the phone number directly from the wiring instruction form you received), or
- 21 • Make a personal visit to their office at the address you previously met with them.

22 If you send wiring instructions by email or any electronic means to anyone at your bank or other financial
23 institution in preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct
24 instructions were received by a known representative at your financial institution. Also, it is important to
25 confirm with the financial institution that the **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED**
26 **WITHOUT YOUR PRIOR CONSENT.** Any wiring instructions sent should be sent in a secured manner.

27 Be especially aware of any request to change any of the original wiring/money transfer information, change in
28 the person you have been working with on the transaction, or a subtle difference in their behavior, speech, or
29 grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys, title companies
30 and lenders rarely if ever change, so any request to change this information should be handled with caution.

31 If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails,
32 text messages, faxes, social media messages, emails from a fake address, a change in contact person at your bank
33 or mortgage company, or changes to wire transfer or financing institutions:

- 34 • **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior
35 calls.
- 36 • Then, call your agent at the phone number you used in all prior calls.

37 *Dixie D Green* *8/29/24*
38 Buyer or Seller Dixie Green Date Buyer or Seller Date

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COVID-19 RELEASE

1 The COVID-19 Pandemic and all associated federal, state and local directives and guidelines underscore the risks
 2 associated for persons viewing properties and the risks for Sellers and Owners by allowing persons to enter property
 3 which they own. This Release is subject to any federal, state or local directives and it is the responsibility of the
 4 undersigned to be aware of such directives and how such directives may affect the showing of the Property.

5 The undersigned understands that exposure to disease-causing organisms and objects, such as COVID-19, and
 6 personal contact with others, including but not limited to real estate licensees, inspectors, appraisers, contractors,
 7 owners, occupants and others associated with the sale, lease or purchase of property, involves a certain degree of
 8 risk that could result in illness, disability or death. The undersigned acknowledges that it is impossible to screen
 9 and/or monitor all such individuals.

10 The undersigned should seek the advice of an attorney on any legal question concerning COVID-19 and associated
 11 liability, or any other matters of concern. Real estate licensees are **not** legal experts, and therefore cannot provide
 12 advice in this area.

13 **After carefully considering all the potential risks involved, I hereby assume the same and agree to release,**
 14 **hold-harmless, indemnify, and defend** Mitchell Real Estate & Auction
 15 **(Brokerage name) and its licensees, employees, officers, agents, contractors and vendors from and against,**
 16 **all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-**
 17 **19, associated with me either viewing and/or inspecting property occupied by others, or allowing others to**
 18 **enter property which I own.**

| | |
|--|--|
| 19 The party(ies) below have signed and acknowledge receipt of a copy. 20 <u>Dixie D. Green</u> 21 SELLER/OWNER/BUYER/TENANT <small>Dixie Green</small> 22 <u>8-29-21</u> at <u>4:30</u> o'clock <input checked="" type="checkbox"/> am/ <input checked="" type="checkbox"/> pm 23 Date | _____ SELLER/OWNER/BUYER/TENANT _____ _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date |
|--|--|

For information regarding the COVID-19 Pandemic and advisements, visit the following websites:

The State of Tennessee: <https://www.tn.gov/governor/covid-19.html>

The Centers for Disease Control and Prevention (CDC): <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

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