



THE INFORMED
BUYER'S GUIDE

Atlanta Fine
Homes

Sotheby's
INTERNATIONAL REALTY

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COMPLIMENTS OF ATLANTA FINE HOMES SOTHEBY'S INTERNATIONAL REALTY

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THE MORTGAGE PRE-APPROVAL PROCESS



GETTING PRE-APPROVED

In the beginning of the home-buying process you need to consider how you will finance the purchase. It is essential to know how much you will be able to borrow before you start looking at homes. It is the basis upon which you can determine the feasibility of buying a particular home and will allow me to show you only the homes in your price range. It will also place you in a much stronger negotiating position.

You can address this part of the home-buying process by getting pre-qualified or pre-approved. While these terms sound the same, there are some important differences between them.

PRE-QUALIFICATION: is a non-binding estimate of your ability to borrow based on informal questions about your income, job stability, credit history and current monthly expenditures. As an experienced real estate professional, I will refer you to lenders who will offer these informal preliminary services. There are no fees involved. Your loan approval may not be guaranteed and you are not obligated to choose the services of the lender who pre-qualifies you. Pre-qualification will allow me to tell prospective sellers that your chances of loan approval are good when formal application is made. This will be to your advantage when you enter into negotiations for the home, as the seller can be reasonably assured you will qualify. Remember, however, that your loan is not guaranteed. Pre-qualification is based on the accuracy of the information you provide to the lender.

PRE-APPROVAL: goes one step further in that it does represent a formal loan commitment. Most lenders offer pre-approval. It affords the homebuyer the benefit of processing the loan application while shopping for a home. Two to three weeks may be needed for pre-approval depending on the documentation required for your individual situation. Most lenders will charge a fee with the understanding that the money will be applied to your closing costs when you are approved. If you choose a different lender for your loan, the fee is non-refundable. Once the loan is approved, the lender will issue a formal credit approval in writing up to a specified dollar amount. With this written approval in hand, your bargaining position will be greatly enhanced when making an offer. Sellers will be motivated because you are a qualified buyer who can close in a very short period of time.



KNOW YOUR LENDER

When shopping for a loan officer, consider at least three things: service, knowledge and interest rate/fees. The total package is vitally important. The best rate in the world means nothing if lack of service on the part of the loan officer, loan processor or underwriter fails to close the loan.

SPECIAL NOTE: The best rate on the internet may not be the best option. Beware of out-of-state lenders. Laws and regulations in their home states may differ from our area. A referral from a friend or REALTOR® may be your best option.

KNOW YOUR BORROWING CAPACITY

There are many loan programs for all types of buyers. Explore your options! Find out what works best with your financial portfolio and purpose for the home. Allow your loan officer to recommend the best program. Your lender will be the best one to make recommendations to you. Here are some loans you may want to discuss:

Fixed Rate Mortgage
Adjustable Rate Mortgage
FHA (Federal Housing Authority)*
VA (Veterans Administration)*

**There will be certain additional requirements for these loans. Please make your REALTOR® aware if you are considering one of these options.*

TRID AND DISCLOSING INFORMATION

This gives the parties associated with the transaction the authority to release documents necessary to facilitate the closing. With consumer privacy concerns and potential related liability, this is necessary to protect all parties in disclosing certain potentially confidential information (including settlement statements) necessary to close the transaction.

Authorization to Disclose Information: Buyer and Seller each authorize the release of 1) this Agreement to appraisers employed by the Buyer or Buyer's lender and 2) any closing disclosures, settlement statements and disbursement summaries to all parties associated with the transaction. Further, Buyer and Seller authorize lenders associated with the transaction and closing attorneys/title companies (in their sole discretion), to release closing documents, other documents and/or information related to or arising out of the transaction, to the other parties to this Agreement and third parties related to the transaction contemplated by this Agreement, including but not limited to, underwriters, appraisers, insurance providers, homeowner's associations, etc.

FREQUENTLY ASKED QUESTIONS

Q How do I apply for a mortgage?

A Most lenders will take your application by phone, online or in person. The application interview typically takes 30 to 60 minutes.

Q Will a fee be charged at the time of application?

A Application fees vary according to each lender. A fee is generally charged to cover the cost of the appraisal and credit report as well as other items required to process the loan.

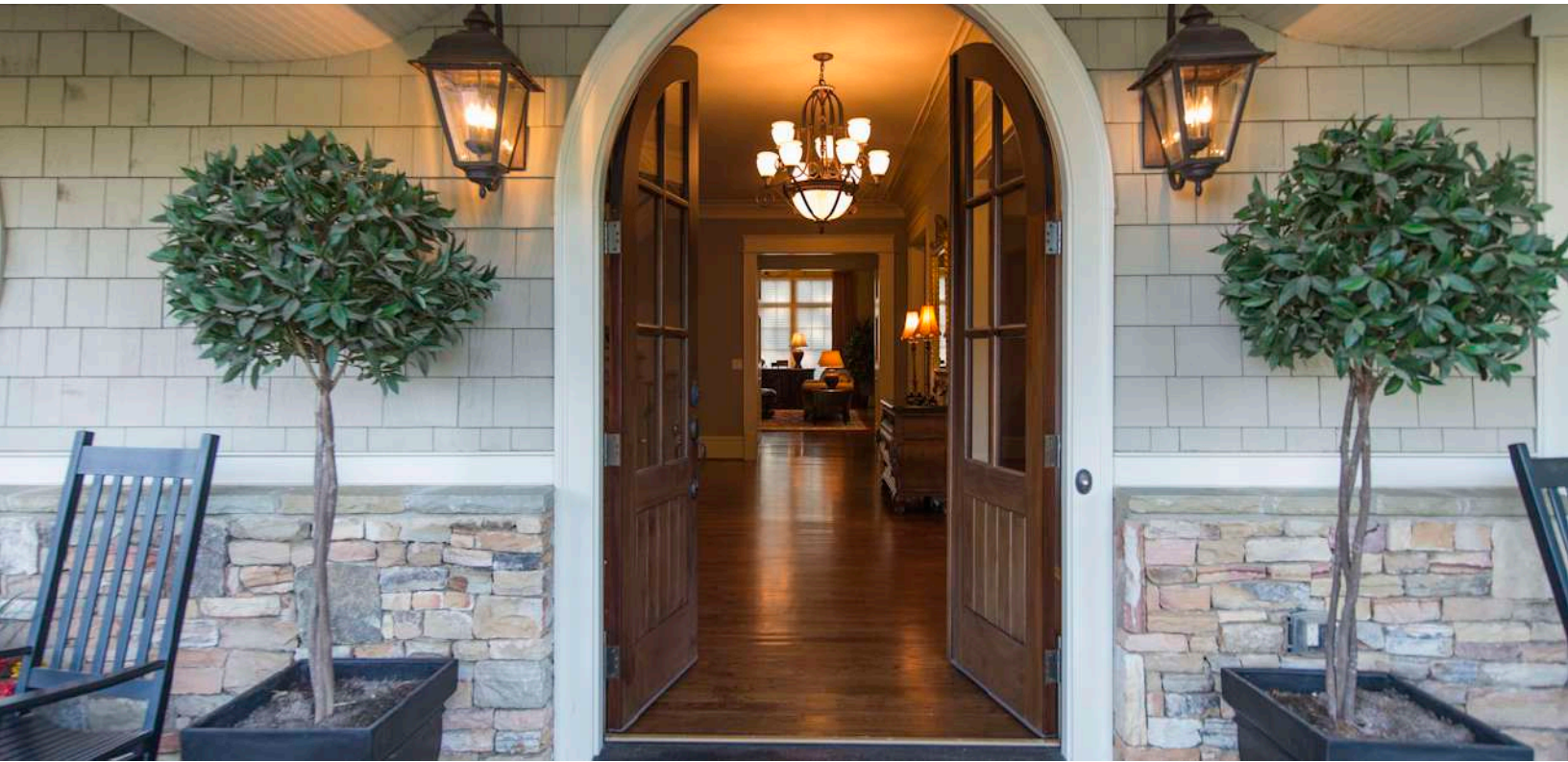
Q What information will be requested when I make application for a first mortgage loan?

A Lenders will frequently request: W2s, pay stubs, bank statements, and the Purchase and Sale Agreement on the home you are buying. Requests may vary by loan type and lender.

Q Is a down payment always required?

A Some lenders have niche 100% financing programs and veterans may qualify for 100% financing on VA loans. But, in general, the minimum down payment on a conventional loan is 5% and for an FHA loan it is 3.5%





ASK YOUR LENDER

Q When I choose a loan type, can I lock in an interest rate?

A You can lock in your rate when you have identified a property and have a closing date.

Q How long will it take to process the application and provide me with an approval letter?

A When the lender submits your information to the underwriter more information (known as conditions) may be needed. Once the conditions are satisfied, the letter of commitment will be available. The process may take several weeks; consult your lender.

Q What does “Buying a Rate Down” mean?

A Depending upon your loan program, you may be able to pay “discount points” at the closing to secure a lower rate. Consult your lender for the options available to you.

Q When do I receive a loan estimate summarizing the costs involved with my mortgage?

A At the point that you have made an application, you should be provided with an official loan estimate. You may also request preliminary loan scenarios or estimates when shopping for a loan to compare rates, closing costs and fees. Ask your lender.

GLOSSARY OF TERMS

APPLICATION FEE: Some lenders choose to gather your information and charge a fee to review your loan information. This fee may then be applied toward your appraisal. Consult with your lender regarding the terms of this fee. Estimated Fees: \$25 – \$400

APPRAISAL FEE: This is a necessary requirement in purchasing your home if you are obtaining a loan. It is completed by a licensed real estate appraiser and is based on actual market data to legitimize the purchase price for the lender. Estimated Fees: \$250 – \$600

CLOSING DISCLOSURE: The five page closing disclosure sums up the terms of your loan and what you pay at closing. You can easily compare the numbers to the loan estimate you received when you applied for the loan. You are required to receive this document at least three days prior to your closing.

CREDIT REPORT: Most lenders will pull a “tri-merge credit report” which is a merged copy of all reports from the three major credit bureaus (Equifax, Trans Union, and Experian). Your credit report will have all your current as well as previous credit history. It will also have a credit score from each bureau that generally drives what loan products you qualify for on your purchase. Most lenders drop both the high and low scores and use the “middle” credit score in qualifying you for a loan. Estimated Fees: \$15 – \$50

ESCROW ACCOUNT: The annual taxes and insurance that you pay on your property can be broken down into monthly payments and deposited into your escrow account with your lender. This allows you to pay monthly rather than annually.

FLOOD CERTIFICATE FEE: Required for all purchases to determine if the property is in a flood hazard zone. If determined by FEMA that the property is in a flood hazard zone, flood insurance will be required in addition to the standard hazard insurance policy. Wind storm coverage is also required in certain areas based on probability of hurricanes and tornados. Discuss further with your insurance agent. Estimated Fees: \$5 – \$50

GEORGIA RESIDENTIAL LOAN FEE: This fee is charged by the government on all Georgia real estate transactions and is a flat fee. Estimated Fee: \$10

INTEREST RATE: This is the percentage rate that you pay for the financing of your home. The major factors that affect your interest rate include: type of loan, credit score, loan-to-value percentage (down payment), and the amount of origination/discount you choose to pay to the lender.

LENDER’S TITLE INSURANCE: This policy is required by lenders and protects the lender in the same manner that Owners’ Title Insurance protects a homeowner.

LOAN ESTIMATE: This document summarizes the terms and costs of your loan and is provided by your lender within three days of your loan application.

LOAN PROCESSING FEES: Fee charged by the lender paid to the lender’s processing department who is preparing the loan for closing. Estimated Fees: \$300 – \$500

ORIGINATION FEE OR DISCOUNT POINTS: Used by the buyer to buy down an interest rate. You can do this by paying pre-paid interest to qualify for a lower interest rate. Estimated Fees: 0% – 4%

OWNER’S TITLE INSURANCE: Title insurance that protects the homeowners against loss if there is an adverse claim against the owner’s property. It also provides legal counsel to defend against adverse claimants.

PMI: If you do not have a down payment of 20% or more, the lender may require lenders insurance (Private Mortgage Insurance). Discuss with your lender programs that you qualify for that would help you avoid paying PMI on your loan.

RESPA (REAL ESTATE SETTLEMENT PROCEDURES ACT): This act was put into place in 1974 to protect consumers from fraudulent lending activity. Lenders are required to provide you with a complete disclosure package (also known as a RESPA package) within three days of initial application.

SURVEY: A map of your property indicating where your land begins and ends. Most surveys include a drawing of the house on the property. Some lenders require a survey for certain transactions. Estimated Fees: \$250 – \$800

TAX SERVICE FEE: Charged by the attorney/title company closing the loan. This is a fee charged by the government to research the tax history on the property you are purchasing. Estimated Fees: \$65 – \$150

TITLE EXAM: Charged by the attorney/title company in closing the loan. This is the fee paid to the title examiner who is inspecting the property for any outstanding judgments and/or liens. The cost for this is included in the title services fee.

TITLE SERVICES: Georgia is considered an attorney closing state. This means that every real estate transaction is required to be supervised and closed by a licensed attorney. Estimated Fees: \$600 – \$1,000

UNDERWRITING FEE: Fee charged by the lender paid to the lender's underwriter who reviews the file for final approval to close the loan. Estimated Fees: \$400 – \$700



THE HOME SEARCH PROCESS



BUYER REPRESENTATION

A team effort with your Atlanta Fine Homes Sotheby's International Realty REALTOR® will make your home purchase easier and more pleasant. Once you have decided to commit to your agent, there are ways you can help:

- All members of a multiple listing service can show all listings. It is not necessary to call each agent to see different listings.
- If you decide to look at open houses, please let the agent in the open house know you are already working with your own agent. All agents will want to know who has been in their seller's home as a courtesy to the seller. This is why they request that you sign in. This is the best time to let them know that you are already represented by your own buyer's agent. This is easily done by carrying your agent's card and presenting it to the open house agent.
- If you see a home online or an ad in the paper that piques your interest, call your agent and ask about it. It may be a home you have already seen and did not recognize. In fairness to the advertising office, do not call and inquire if you have no intention of using their services. Let your agent make the inquiry. Your agent can obtain more information from the listing agent which will ultimately be more beneficial to you and all other parties.

REAL ESTATE MYTHS

- As a buyer I can probably get a better deal by buying directly from the homeowner.

Research by the National Association of REALTORS® has shown this not to be true. It is often in the negotiation process that a REALTOR's® experience will be of benefit to you. Many problems can occur after the initial offer has been accepted which may prevent the house from closing. This time is critical and the advice of an experienced agent can be of significant value.

- With all the information on the internet I can find a house just as easily without an agent.

Finding a home is only a fraction of the services provided by your buyer's agent. Pictures on the internet do not tell the entire story. Is the house located next to a train track? Can you overlook the interstate from your deck? All these questions are best answered by visiting the home and it is always best to be represented by a professional REALTOR® who has been educated on real estate laws and contracts, and works to improve their knowledge on a daily basis.

- It is to my advantage to buy from the agent that I met in the open house.

Find out if this agent is representing the seller. If so, you will forfeit your right to your own representation.

- My Atlanta Fine Homes Sotheby's International Realty agent can only help me find a home in the state of Georgia.

Through our relocation network, we can acquire representation for you anywhere in the world.

- An Atlanta Fine Homes Sotheby's International Realty agent can only show and sell their own company listings.

All members of the real estate community can show all the homes and land currently for sale. A real estate agent possesses a license to sell property in the state of Georgia and can show any listed property in the state.

- It is to my advantage to use the on-site agent to purchase a newly constructed home.

The agent in a new home subdivision represents the homebuilder. Most of the time the builder has already set the commission rate for each home sale and this does not usually change, so saving a great deal of money is not possible. If you use the builder's agent you will forfeit your right to representation.

- If I see a yard sign or an ad in the newspaper, I must call the agent in the ad or on the sign to learn about the property.

Your buyer's agent can find out the information for you for any house or land listed for sale. It is always best to have your own representation for negotiations.

- A real estate buyer's agent represents the buyer who is purchasing property in a real estate transaction.

The buyer's agent works for the real estate buyer and holds the buyer's best interests above all others throughout the transaction.

- Purchasing real estate is a complex and major transaction with many details to be handled.

In the majority of cases, the seller will be represented by an agent. It makes sense for the buyer to have access to the same level of representation.

- A buyer's agent is responsible for protecting the buyer's interests and will negotiate on behalf of the buyer.

Research by the National Association of REALTORS® has shown that a prospective buyer who uses a buyer's agent will find a home faster and will examine more properties than consumers who do not use a buyer's agent. The prospective buyer will also be more likely to obtain a better price for the home he decides on.

WHAT WE DO FOR YOU

- If you need to sell your present home, we will do a market analysis and list your property at the best price to sell in a reasonable time.
- We will provide you with a list of lenders so you may be pre-qualified, and determine which one may have the best rate and terms for the type of financing you are considering.
- We will show you houses in the area and price range that are appropriate for you. We listen to your needs and desires. We want you to be an informed buyer and find for you the best home available.
- We will go over information on the house you are interested in, such as the seller's disclosure, termite letter, survey if available and other pertinent information.
- We will prepare an offer on the property. We will go over the terms of the contract, special stipulations, exhibits and contingencies. We will present the offer on your behalf and negotiate for the best possible terms.
- After all parties come to an agreement for the purchase of the home, we will provide you with a list of inspectors to choose from, arrange and attend the inspection, and prepare an inspection amendment to address any items that need to be remedied.
- We will work with your lender and make sure all details are taken care of for a successful closing.
- We congratulate you on the purchase of your home!



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EXCLUSIVE BUYER BROKERAGE AGREEMENT

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EXCLUSIVE BUYER BROKERAGE AGREEMENT



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INTERNATIONAL REALTY

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

For and in consideration of the mutual promises contained herein and other good and valuable consideration; _____ as buyer (hereinafter referred to as "Buyer"), and
ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL as broker and its affiliated licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Agreement ("Agreement"), this date of _____.

1. **Exclusive Agreement.** Buyer hereby agrees to hire Broker to act as Buyer's exclusive real estate broker to assist Buyer in locating, and to the extent authorized elsewhere herein, negotiating the purchase or exchange of real property on behalf of Buyer. Buyer warrants that Buyer is not a party to any other current exclusive buyer brokerage engagement agreement and that all previous exclusive buyer brokerage engagement agreements entered into between Buyer and any other real estate brokerage have either been terminated or have expired and not been renewed.
2. **Term.** The term of this Agreement shall begin on the date of _____ and shall continue through the date of _____, unless otherwise terminated in accordance with this Agreement.
3. **Broker's Duties to Buyer.** Broker's sole duties to Buyer shall be to:
 - A. make all disclosures required by law;
 - B. attempt to locate property suitable to Buyer for purchase;
 - C. comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq; and
 - D. *[Select one. The box not checked shall not be a part of this Agreement.]*
 - 1. Assist to the extent requested by Buyer in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement; or
 - 2. Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer.
4. **Buyer's Duties.** Buyer agrees to:
 - A. be reasonably available to see property with Broker or property for which Broker has arranged Buyer to see;
 - B. timely respond to communications from Broker;
 - C. provide Broker with accurate and complete information;
 - D. inspect and become familiar with any potentially adverse conditions and conditions of special concern to Buyer relating to the physical condition of any property in which Buyer becomes interested, any improvements located thereon and the neighborhood surrounding such property;
 - E. become familiar with the terms of any purchase agreement and other documents which Buyer may sign and comply with the duties and deadlines contained therein;
 - F. work exclusively with Broker (and not with any other real estate broker or licensee) in identifying, previewing and seeing property for purchase by Buyer (since if Buyer identifies, previews or sees property with another broker or fails to disclose to the listing broker that Buyer is working with Broker) a commission will likely not be paid to Broker by the listing broker and Buyer shall be responsible for the same;
 - G. disclose to Broker at the commencement of this Agreement whether Buyer previously worked with any other real estate broker and the addresses of the properties, if any, Buyer made an offer to purchase or for which Buyer may owe a commission to another broker if Buyer now purchases; and
 - H. not contact or see a property listed For Sale By Owner ("FSBO") without first giving Broker a reasonable opportunity to contact the owner and attempt to enter into an agreement with the owner to pay Broker a commission should Buyer purchase the owner's property.
5. **Fair Housing Disclosure.** Buyer acknowledges that Broker is committed to providing equal housing opportunities to all persons. While Broker may show Buyer properties of a type or in any specific geographical area requested by Buyer, Broker may not steer buyers to particular areas based upon race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
6. **Retainer Fee. [NOT TO BE COLLECTED IN A SHORT SALE TRANSACTION.]** In entering into this Agreement Buyer has paid Broker a Retainer Fee of \$ _____ which shall be non-refundable except as follows. In the event Buyer purchases real property in a transaction in which Broker is paid a commission, the Retainer Fee shall be refunded to Buyer by Broker at the closing of the transaction. Otherwise, upon the expiration of this Agreement, the Retainer Fee shall be retained by Broker to partially offset Broker's costs and compensate Broker for Broker's time in providing real estate brokerage services to Buyer.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

7. Commission.

A. Broker's Entitlement to Commission: If during the term of this Agreement (or during the Protected Period after the termination or expiration of this Agreement) Buyer enters into a contract for the purchase and sale (including a Lease/Purchase Contract), option (including a Lease/Option Contract), or exchange of real property, with the seller thereof, Buyer agrees that Broker shall be entitled to the following commission ("Commission"):

[Select one or more of the following sections below. The sections not marked shall not be a part of this Agreement]:

_____ percent (%) of the sales price;

\$ _____;

(Other) _____.

While not required, the custom in Georgia is for the seller to pay the commissions of the real estate brokers. This obligation is usually created in a listing agreement between the seller and the listing broker. Generally, these agreements require the listing broker to share the commission it receives with the selling broker working with or representing the buyer in the transaction. Therefore, except as provided below, the Commission shall be paid by the Seller. In the event Seller does not pay the Broker the full amount of the Commission, Buyer shall or shall not pay Broker the difference at closing between Broker's Commission and the commission actually paid to Broker.

B. Separate Commission on Lease: Notwithstanding the above, if Buyer leases property or enters into a lease/purchase contract during this Agreement, Buyer shall also pay Broker a separate leasing commission (except where the commission is paid by the Landlord) in the amount of _____ and as follows:

Notwithstanding any provision to the contrary contained herein, the payment of a leasing commission (including in lease purchase transactions) shall not relieve either Seller or Buyer from paying any sales commission they may owe in a purchase and sale transaction.

C. Commission on Property Sold For Sale By Owner ("FSBO"): In the event Buyer purchases property that is being sold by owner ("FSBO") without a broker and the owner is unwilling to pay Broker its Commission at or before the closing, Buyer agrees to pay Broker its Commission at or before the closing.

D. Buyer Default: Buyer agrees to immediately pay Broker its Commission in the event any of the following occur:

1. Buyer defaults under a contract to purchase (or exchange) real property under which Broker would have been paid a commission had the transaction closed;
2. Without the prior consent of Broker, Buyer agrees with a seller to mutually terminate a contract to purchase or exchange real property under which Broker would have been paid a commission had the transaction closed; or
3. Buyer defaults under this Agreement resulting in Broker not being paid a commission to which Broker would otherwise have been entitled.

8. Protected Period and Commission. In the event that during the Protected Period, as that term is defined below, following termination or expiration of this Brokerage Agreement, Buyer purchases, options or contracts to purchase or exchange, or contracts to purchase ownership interest in a legal entity which owns, leases or lease purchases any property which during the term of this Agreement was submitted to, identified or shown to Buyer by Broker or for which Broker provided information about to Buyer, then notwithstanding any provision to the contrary contained herein, Buyer shall pay Broker at closing or the commencement of any lease, if applicable, the commission or commissions set forth above. The term "Protected Period" shall refer to the _____ day period following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Buyer. In addition, if this Agreement is terminated by Buyer without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days remaining on the term of the Agreement at the time it was terminated early without the express written consent of Broker. In such event, the Protected Period shall commence from the date this Agreement was terminated early without the express, written consent of Broker. For the purposes of this paragraph, the term "Buyer" shall include Buyer, all members of the Buyer's immediate family, any legal entity in which Buyer or any member of Buyer's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties rights and obligations set forth herein shall survive the termination or expiration of this Agreement.

9. Limits on Broker's Authority and Responsibility. Buyer acknowledges and agrees that Broker:

- A. may show property in which Buyer is interested to other prospective buyers;
- B. shall not be responsible to advise Buyer on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing; and the uses and zoning of the property whether permitted or proposed. Buyer acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to property and that such tasks clearly fall outside the scope of real estate brokerage services;
- C. shall owe no duties to Buyer nor have any authority on behalf of Buyer other than what is set forth in this Agreement;
- D. shall not be responsible for insuring that Buyer complies with the duties and deadlines contained in any purchase agreement entered into by Buyer and that Buyer shall be solely responsible for the same; and

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

- E. shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars;
- F. shall be held harmless by Buyer from any and all claims, causes of action, or damages arising out of or relating to:
 - 1. inaccurate and/or incomplete information provided by Buyer to Broker;
 - 2. earnest money handled by anyone other than Broker; or
 - 3. any injury to persons and/or loss of or damage to property.
- G. shall have no authority to bind Buyer to any contract or agreement.

10. Disclosures.

- A. Broker agrees to keep confidential all information which Buyer asks to be kept confidential by express request or instruction unless the Buyer permits such disclosure by subsequent word or conduct or such disclosure is required by law. Buyer acknowledges, however, that Seller and Seller's broker may possibly not treat any offer made by Buyer (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Buyer.
- B. Broker may not knowingly give customers false information.
- C. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Buyer, the duty not to give customers false information shall prevail.
- D. Unless specified below, Broker has no other known agency relationships with other parties that would conflict with any interests of Buyer (except that Broker may represent other buyers, sellers, tenants and landlords in buying, selling or leasing property.)

11. Disclosure of Potentially Fraudulent Activities.

- A. To help prevent fraud in real estate transactions, Buyer does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
 - 1. Governmental officials, agencies and/or authorities and/or
 - 2. Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company (and/or their agents and representatives) could potentially be harmed if the activity was in fact fraudulent or illegal.
- B. Buyer acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Buyer acknowledges that:
 - 1. Activities which are fraudulent or illegal may be undetected by Broker; and
 - 2. Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.

12. Broker's Policy on Agency. Unless Broker indicates below that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency. The agency relationship(s), if any, not offered by Broker is/are the following:

13. Dual Agency Disclosure. *[Applicable only if Broker's agency policy is to practice dual agency]* If Buyer and a prospective seller are both being represented by the same Broker, Buyer is aware that Broker will be acting as a dual agent in that transaction and consents to the same. Buyer has been advised that:

- A. In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- B. Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either client which is not otherwise required to be disclosed by law;
- C. Buyer does not have to consent to dual agency and, the consent of Buyer to dual agency has been given voluntarily and Buyer has read and understands the brokerage engagement agreement.
- D. Notwithstanding any provision to the contrary contained herein, Buyer hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect Buyer's negotiating position.
- E. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Buyer enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Buyer a disclosure of the nature of such relationship.

14. Designated Agency Disclosure. *[Applicable only if Broker's agency policy is to practice designated agency.]* Buyer does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Buyer and a prospective seller. With designated agency, the Broker assigns one or more of its affiliated licensees exclusively to represent a prospective seller and one or more of its other affiliated licensees exclusively to represent Buyer.

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15. **Independent Contractor Relationship.** This Agreement shall create an independent contractor relationship between Broker and Buyer. Broker shall at no time be considered an employee of Buyer. If there is an affiliated licensee of Broker directly assisting Broker in marketing and selling the Property, said licensee shall be an:
[Select all which apply. Any section not selected shall not be a part of this Agreement.]
- Independent contractor of Broker
 Employee of Broker
16. **Arbitration.** All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.
17. **Extension.** If during the term of this Brokerage Agreement, Buyer and a prospective seller enter into a real estate sales contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for the number of days that the property was under contract.
18. **Referrals.** Should Buyer seek to purchase real property in an area with which Broker is unfamiliar, Buyer hereby authorizes Broker to refer Buyer to another broker or licensee for brokerage or relocation services. Buyer acknowledges and agrees that Broker may receive a valuable consideration for the referral.
19. **No Imputed Knowledge.** Buyer acknowledges and agrees that with regard to any property in which Buyer develops an interest, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.
20. **Governing Law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.
21. **Survival.** The commission rights of Broker and the commission obligations of Buyer set forth herein shall survive termination or expiration of this Agreement.
22. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Buyer. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.
23. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS® with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
24. **Time of Essence.** Time is of the essence of this Agreement.
25. **Brochures.** Brochures referenced herein are prepared courtesy of the Georgia Association of REALTORS®. The recommendations are general in nature and are not intended to be exhaustive. Some of the recommendations may not apply to specific properties. Buyers are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected.

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- 26. Receipt by Buyer of Consumer Protection Brochures.** Buyer has received a copy of the following (Check all that apply. Any box not checked means the Buyer has not received that brochure or other consumer information):
- A. The GAR brochure entitled "Protect Yourself When Buying a Home".
 - B. The GAR brochure entitled "What Buyers Should Know About Flood Hazard Areas and Flood Insurance".
 - C. The GAR brochure entitled "Protect Yourself When Buying a Home to be Constructed"
 - D. The GAR brochure entitled "What to Consider When Buying a Home in a Condominium"
 - E. The GAR brochure entitled "What to Consider When Buying a Home in a Community with a Homeowners Association (HOA)"
 - F. The GAR brochure entitled "What Buyers and Sellers Should Know About Short Sales and Distressed Properties"
 - G. The GAR brochure entitled "The ABC's of Agency"
 - H. The GAR brochure entitled "Mold Pamphlet – Mold, Moisture, and Your Home"

27. Notices.

- A. Communications Regarding Real Estate Transactions:** Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.
- B. Notices between Broker and Client Regarding this Agreement:** Client and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

- 1) **Fraud Stipulation: Anti-Wire Fraud Precaution:** Due to reported instances of wire fraud and email scams, Atlanta Fine Homes recommends that you not send wiring instructions, bank account numbers, credit card numbers, or other potentially sensitive financial information via email. Atlanta Fine Homes also recommend that you not follow any wiring instructions received via email until you have first independently verbally verified the authenticity of the instructions with the party requesting the wire. Please report any suspicious emails or potential wire fraud activity immediately.
- 2) **TRID Stipulation: Authorization to Disclose Information:** Buyer and Seller each authorize the release of 1) this Agreement to appraisers employed by the Buyer or Buyer's lender and 2) any closing disclosures, settlement statements and disbursement summaries to all parties associated with the transaction. Further, Buyer and Seller authorize lenders associated with the transaction and closing attorneys/title companies (in their sole discretion), to release closing documents, other documents and/or information related to or arising out of the transaction, to the other parties to this Agreement and third parties related to the transaction contemplated by this Agreement, including but not limited to, underwriters, appraisers, insurance providers, homeowner's associations, etc.
- 3) **Affiliated Business Disclosure is attached.**

Additional Special Stipulations are or are not attached.

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F4, Exclusive Buyer Brokerage Agreement, Page 5 of 6, 01/01/17

BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT: (1) BUYER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) BUYER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) BUYER IS NOT SUBJECT TO A CURRENT BUYER BROKERAGE AGREEMENT WITH ANY OTHER BROKER.

BUYER'S ACCEPTANCE AND CONTACT INFORMATION

1 Buyer's Signature _____

Print or Type Name _____

Date _____

Buyer's Address for Receiving Notice _____

() _____

Buyer's Phone Number: Cell Home Work

Buyer's E-mail Address _____

2 Buyer's Signature _____

Print or Type Name _____

Date _____

Buyer's Address for Receiving Notice _____

() _____

Buyer's Phone Number: Cell Home Work

Buyer's E-mail Address _____

Additional Signature Page is is not attached.

BROKER / BROKER'S AFFILIATED LICENSEE CONTACT INFORMATION

ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL

Selling Broker _____

MLS Office Code _____

H-57502

Brokerage Firm License Number _____

Broker/Affiliated Licensee Signature _____

() _____

Broker's Phone Number

() _____

Fax Number

Print or Type Name _____

Date _____

Broker's Address _____

() _____

Licensee's Phone Number

() _____

Fax Number

Licensee's E-mail Address _____

GA Real Estate License Number _____

REALTOR® Membership _____

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY BUYER.

The above Agreement is hereby accepted, _____ o'clock ____ .m., on the date of _____.

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F4, Exclusive Buyer Brokerage Agreement, Page 6 of 6, 01/01/17



CONSTRUCTION STANDARDS

SYNTHETIC STUCCO: There are numerous manufacturers of synthetic stucco. A group of Wilmington, N.C., building officials implemented a large study of hundreds of homes clad with synthetic stucco. They found that a large number of the homes studied did, indeed, have problems with moisture in the wall cavities, contributing to decay of structural lumber.

Synthetic stucco is basically a type of styrofoam sheeting glued and nailed to the structural sheathing (usually plywood) on the home's exterior, with a factory or field-applied fiberglass mesh installed over the outer surface, then finished with two to several coats of the stucco-like material. Properly installed, the system is waterproof. The coating is not only waterproof on the outside, it's waterproof on the inside. If any water gets behind the coating through a breach, it cannot get out. As long as the system is properly installed, it is effective.

The most common sources of water entry are: joints between sections of synthetic stucco and dissimilar materials, unsealed bottom edges of foam, gaps around decorative trim, and windows and doors that are not flashed and caulked. Water intrusion can lead to swelling, loosening and buckling of the foam substrate as well as cracks and general deterioration of the foam and coating. Continued water intrusion may lead to water stains on interior walls and eventual decay of structural lumber in the area

of the leakage.

LOUISIANA PACIFIC SIDING: Louisiana Pacific is a national manufacturer of building products and hardboard siding. A national class-action lawsuit was filed against the company's "premium-grade" of siding, called "Inner-Seal." A trained eye may be able to identify the product because it has an embossed wood grain surface, with a randomly located, small embossed 2.25 inch knothole design. The siding is constructed of thin wood wafers, bonded into planks with resins. The bottom edge of the installed siding is rather rough and porous. The siding is usually installed with 7 inches of the width of a panel showing, with varying lengths.

Consumers and home inspectors report observing water damage to the siding. The wafer construction of the siding seems to increase the potential for rainwater to be absorbed by the material at butt joints, joints with other wall materials, nail holes, joints with window and door frames, and at the bottom edges. When the material absorbs moisture, it swells, separating the wafers, which encourages more water absorption, leading to decay and damage. Much of the damage appears to be the result of improper installation of the siding, e.g., improper nailing, lack of flashing over windows and doors, improper caulking and failure to properly paint the bottom edges. Additionally, homeowners may not have properly maintained the siding, particularly neglecting caulking and painting the bottom edges.

POLYBUTYLENE CLAIMS REPORT: Numerous homeowner complaints have been lodged about leaks experienced with polybutylene water piping. This type of plastic piping has been in use for several years, but is fading from the construction scene in light of the adverse publicity.

The material is seen in two forms in residential properties: a bright blue piping used underground from the street water meter to the house, and a medium gray color piping used inside the house.

There are numerous opinions as to why the material seems to be defective. However, two theories predominate. One theory is that if the piping is stored outdoors for a period of time, or exposed to sunlight after installation, ultraviolet light alters the chemistry of the plastic causing it to deteriorate. The second theory is that chlorine in the water attacks the plastic chemically, causing deterioration.

While there is no maintenance of the piping required of the homeowner, the reality is that most in-house leaks occur at the pipe joints, caused by improper installation of the clamps. However, numerous homeowners have had to replace the blue pipe buried in their yard and upon digging it up, have reported observing deterioration of the pipe itself, lending some credence to the theories about chlorine and sunlight contributing to pipe decline.

RADON: Radon is a colorless, odorless and tasteless gas but it can be harmful when inhaled in large quantities. It comes from the natural decay of uranium that is found in nearly all soils. Radon is especially high in areas where granite is present. Atlanta sits upon a large reserve of granite.

The gas emitted from decaying Uranium enters a house through small cracks and openings. It typically moves up through the ground and into your home through cracks and other holes in the foundation.

Your home traps radon inside, where it can build up. Any home may have a radon problem. This means new and old homes, well-sealed and drafty homes, and homes with or without basements. The good news is that testing is inexpensive and easy.

Contact your agent or state radon office about obtaining a list of qualified testers. You can also contact a private radon proficiency program for lists of privately certified radon professionals serving your area. For links and information, visit www.epa.gov/radon. EPA believes that any radon exposure carries some risk - no level of radon is safe.

Lowering high radon levels requires technical knowledge and special skills. You should use a contractor who is trained to fix radon problems. A qualified contractor can study the radon problem in your home and help you pick the right treatment method.

THE CONTRACT PROCESS



GLOSSARY OF TERMS

PURCHASE AND SALE AGREEMENT: The document that creates a valid enforceable contract between a buyer and seller in Georgia is called a Purchase and Sale Agreement. This contract has been created and pre-approved by attorneys and the Georgia Association of REALTORS® (GAR) and includes but is not limited to terms related to the legal description of the property, purchase price, buyer's intended loan terms, buyer's earnest money, closing date and possession, inspection and agency.

BINDING AGREEMENT: A binding contract is created when one party presents a signed written offer to purchase or sell property to a second party and that party accepts the same offer in writing and delivers written acceptance back to the offering party before the time limit in the offer expires. In the GAR (Georgia Association of REALTORS®) Purchase and Sale Agreement, the date the parties reach mutual agreement is referred to as the acceptance date and the date the written notice of acceptance is received by the offering party is referred to as the binding agreement date. It is the responsibility of the party receiving the written notice of acceptance to notify the other party of the binding agreement date. Once the binding agreement date is established, all time restricted obligations begin the following day.

EARNEST MONEY DEPOSIT: The earnest money or “good faith” money that accompanies the contract or offer is typically 1% to 3% of the sales price (this amount may be negotiated). A personal check is usually made payable to the selling broker and deposited into the selling broker’s escrow account within five business days of reaching the binding agreement date. The contract does state that if the buyer breaches any of the buyer’s obligations or warranties under the contract, the holder or seller may have the right to retain earnest money as liquidated damages.

APPRAISALS: The Purchase and Sale Agreement does not contain a preprinted appraisal contingency. However, there are some lenders who will decline to offer the buyer a loan if the property does not appraise for the contract price. The buyer and seller may choose to renegotiate to the lesser appraised value. Where a buyer has added an appraisal contingency to the special stipulations, the disposition of the contract will follow the terms of contingency.

CLOSING DATE AND POSSESSION: The Purchase and Sale Agreement provides that the closing shall be on a specific date or such earlier date as agreed to in writing by both parties. It also states that both parties agree that should the loan be unable to be closed on the proposed date or that the seller fails to satisfy title either party, upon written notice provided before the agreed upon closing date, can extend the contract closing date up to 7 days. The parties agree that the buyer will allow the seller to retain possession through closing, through X number of hours after closing, or within X number of days after closing.

DUE DILIGENCE PERIOD: In the current Purchase and Sale Agreement, the inspection takes place during the due diligence period. The buyer has an agreed upon amount of time from the binding agreement date to conduct any evaluations, inspections, appraisals, examinations, surveys or testing at the buyer’s sole expense during this period.

The buyer may terminate the agreement during this time for any reason whatsoever and receive a refund of his earnest money. In order to terminate the agreement the buyer must give written notice to the seller prior to the end of the due diligence period. However, the buyer may want to proceed after the inspection. If so, the buyer may give the seller an amendment to address concerns (i.e., repairs) with the property which can then be negotiated between the buyer and seller. Once that is done and the due diligence period has expired, the buyer must proceed with the sale.



PURCHASE AND SALE AGREEMENT

Atlanta Fine Homes

PURCHASE AND SALE AGREEMENT

Offer Date: _____



2017 Printing

Sotheby's
INTERNATIONAL REALTY

A. KEY TERMS AND CONDITIONS

<p>1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.</p> <p>a. Property Identification: Address: _____ City _____, County _____, Georgia, Zip Code _____ MLS Number: _____ Tax Parcel I.D. Number: _____</p> <p>b. Legal Description: The legal description of the Property is [select one of the following below]: <input type="checkbox"/> (1) attached as an exhibit hereto; <input type="checkbox"/> (2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; OR <input type="checkbox"/> (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.</p>			
<p>2. Purchase Price of Property to be Paid by Buyer. \$ _____</p>	<p>3. Closing Costs. Seller's Contribution at Closing: \$ _____</p>		
<p>4. Closing and Possession. a. Closing Date: _____</p>	<p>b. Possession of the Property Shall Be Transferred to Buyer: <input type="checkbox"/> 1. At the Closing <input type="checkbox"/> 2. _____ days after the date of closing at _____ o'clock (attach F140 Temporary Occupancy Agreement)</p>		
<p>5. Holder of Earnest Money ("Holder"). _____</p>	<p>6. Closing Attorney/Law Firm. _____</p>		
<p>7. Earnest Money. Earnest Money shall be paid by <input type="checkbox"/> check <input type="checkbox"/> cash or <input type="checkbox"/> wire transfer of immediately available funds as follows: <input type="checkbox"/> a. \$ _____ as of the Offer Date. <input type="checkbox"/> b. \$ _____ within _____ days from the Binding Agreement Date. <input type="checkbox"/> c. _____</p>			
<p>8. Inspection and Due Diligence. a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date. b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer: (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus (2) shall pay Seller additional option money of \$ _____ by <input type="checkbox"/> check or <input type="checkbox"/> wire transfer of immediately available funds either <input type="checkbox"/> as of the Offer Date; OR <input type="checkbox"/> within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller <input type="checkbox"/> shall (subject to lender approval) or <input type="checkbox"/> shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.</p>			
<p>9. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) <input type="checkbox"/> was OR <input type="checkbox"/> was not built prior to 1978.</p>			
<p>10. Brokerage Relationships in this Transaction.</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none; vertical-align: top;"> <p>a. Selling Broker is _____ and is: (1) <input type="checkbox"/> representing Buyer as a client. (2) <input type="checkbox"/> not representing Buyer (Buyer is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.</p> </td> <td style="width:50%; border: none; vertical-align: top;"> <p>b. Listing Broker is ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL and is: (1) <input type="checkbox"/> representing Seller as a client. (2) <input type="checkbox"/> not representing Seller (Seller is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Seller.</p> </td> </tr> </table> <p>c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows: _____</p>		<p>a. Selling Broker is _____ and is: (1) <input type="checkbox"/> representing Buyer as a client. (2) <input type="checkbox"/> not representing Buyer (Buyer is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.</p>	<p>b. Listing Broker is ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL and is: (1) <input type="checkbox"/> representing Seller as a client. (2) <input type="checkbox"/> not representing Seller (Seller is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Seller.</p>
<p>a. Selling Broker is _____ and is: (1) <input type="checkbox"/> representing Buyer as a client. (2) <input type="checkbox"/> not representing Buyer (Buyer is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.</p>	<p>b. Listing Broker is ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL and is: (1) <input type="checkbox"/> representing Seller as a client. (2) <input type="checkbox"/> not representing Seller (Seller is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Seller.</p>		
<p>11. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock _____m. on the date _____.</p>			
<p>12. Consent to Share Non-Public Information. Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined to Buyer, Seller, Brokers and Broker's affiliated licensees working in this agreement for their various uses.</p>			

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

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B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale/Title.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

2. Purchase Price and Method of Payment. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. Closing Costs and Prorations.

- a. **Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- b. **Items Paid By Seller:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

4. Closing and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. Holder of Earnest Money. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

6. Closing Attorney/Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

7. Return and Disbursement of Earnest Money.

- a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If Seller accepts the offer and Holder issues a check to Seller which is deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. Inspection and Due Diligence.

- a. **Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation.
- b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.** If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
 - (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.

(3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.

e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

9. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.

10. **Agency and Brokerage.**

a. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*

- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. **Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.

c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.

11. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. **OTHER TERMS AND CONDITIONS**

1. **Notices.**

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

- b. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.
- c. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

- 3. Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

4. Other Provisions.

- a. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- d. Time of Essence:** Time is of the essence of this Agreement.
- e. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.

- f. **Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- j. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party.
- l. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.

5. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- All Cash Exhibit as Exhibit " _____ "
- Back-up Agreement Contingency as Exhibit " _____ "
- Community Association Disclosure as Exhibit " _____ "
- Condominium Purchase and Sale Exhibit " _____ "
- Conventional Loan Contingency Exhibit as Exhibit " _____ "
- FHA Loan Contingency Exhibit as Exhibit " _____ "
- Lead-Based Paint Exhibit as Exhibit " _____ " *[If any portion of a residential dwelling was built prior to 1978, a Lead-Based Paint Exhibit must under federal law be attached as an exhibit to this Agreement.]*
- Lease Purchase and Sale Exhibit (F29) (to be used with F30) as Exhibit " _____ "
- Lease for Lease/Purchase Agreement (F30) (to be used with F29) as Exhibit " _____ "
- Legal Description of the Property as Exhibit " _____ "
- Loan Assumption Exhibit " _____ "
- Sale or Lease of Buyer's Property Contingency as Exhibit " _____ "
- Seller's Property Disclosure Statement as Exhibit " _____ "
- Survey of Property as Exhibit " _____ "
- Temporary Occupancy Agreement as Exhibit " _____ "
- USDA-RD Loan Contingency Exhibit as Exhibit " _____ "
- VA Loan Contingency Exhibit as Exhibit " _____ "
- Other _____
- Other _____
- Other _____
- Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

Additional Pages attached

SAMPLE

Additional Special Stipulations are or are not attached.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F20, Purchase and Sale Agreement, Page 7 of 8, 01/01/17

Buyer Acceptance and Contact Information

1 Buyer's Signature

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice _____

(_____) _____
Buyer's Phone Number: Cell Home Work

Buyer's E-mail Address _____

2 Buyer's Signature

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice _____

(_____) _____
Buyer's Phone Number: Cell Home Work

Buyer's E-mail Address _____

Additional Signature Page is is not attached.

Selling Broker/Affiliated Licensee Contact Information

Selling Brokerage Firm _____

Broker/Affiliated Licensee Signature _____ Date _____

Print or Type Name _____ GA Real Estate License # _____

(_____) _____
Licensee's Phone Number _____ Fax Number _____

Licensee's E-mail Address _____

REALTOR® Membership _____

Broker's Address _____

(_____) _____
Broker's Phone Number _____ Fax Number _____

MLS Office Code _____ Brokerage Firm License Number _____

Seller Acceptance and Contact Information

1 Seller's Signature

Print or Type Name _____ Date _____

Seller's Address for Receiving Notice _____

(_____) _____
Seller's Phone Number: Cell Home Work

Seller's E-mail Address _____

2 Seller's Signature

Print or Type Name _____ Date _____

Seller's Address for Receiving Notice _____

(_____) _____
Seller's Phone Number: Cell Home Work

Seller's E-mail Address _____

Additional Signature Page is is not attached.

Listing Broker/Affiliated Licensee Contact Information

ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL
Listing Broker Firm _____

Broker/Affiliated Licensee Signature _____ Date _____

Print or Type Name _____ GA Real Estate License # _____

(_____) _____
Licensee's Phone Number _____ Fax Number _____

Licensee's Email Address _____

REALTOR® Membership _____

Broker's Address _____

(_____) _____
Broker's Phone Number _____ Fax Number _____

MLS Office Code _____ Brokerage Firm License Number _____
H-57502

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____
and has been filled in by _____.



These Special Stipulations are part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as, _____, Georgia _____.

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

1) Fraud Stipulation: Anti-Wire Fraud Precaution: Due to reported instances of wire fraud and email scams, Atlanta Fine Homes recommends that you not send wiring instructions, bank account numbers, credit card numbers, or other potentially sensitive financial information via email. Atlanta Fine Homes also recommend that you not follow any wiring instructions received via email until you have first independently verbally verified the authenticity of the instructions with the party requesting the wire. Please report any suspicious emails or potential wire fraud activity immediately.

2) TRID Stipulation: Authorization to Disclose Information: Buyer and Seller each authorize the release of 1) this Agreement to appraisers employed by the Buyer or Buyer's lender and 2) any closing disclosures, settlement statements and disbursement summaries to all parties associated with the transaction. Further, Buyer and Seller authorize lenders associated with the transaction and closing attorneys/title companies (in their sole discretion), to release closing documents, other documents and/or information related to or arising out of the transaction, to the other parties to this Agreement and third parties related to the transaction contemplated by this Agreement, including but not limited to, underwriters, appraisers, insurance providers, homeowner's associations, etc.

SAMPLE

Buyer's/Tenants Initials: _____

Seller's/Landlord's Initials: _____

Selling/Leasing Broker's Initials: _____
(or Broker's Affiliated Licensee)

Listing Broker's Initials: _____
(or Broker's Affiliated Licensee)

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

THE INSPECTION PROCESS



WHY SHOULD I INSPECT?

According to the Purchase and Sale Agreement you have the opportunity to have the home inspected by a professional Inspector during the due diligence period set forth in the contract. You can avoid, or at least anticipate, costly repairs to structural or mechanical systems by having an inspection. The sales contract specifies when the inspection will take place after the offer is accepted and that closing is contingent upon satisfactory inspection. Inspection costs can be as low as \$250 or as much as \$1,000, depending on the size of the home.

SPECIAL NOTE: If you are purchasing a stucco home you may want to further inspect the condition of the stucco. The cost is approximately \$600 – \$1,000 for this separate inspection.

USE A PROFESSIONAL INSPECTOR

The inspection requires specific technical skills. You may be familiar with common problems, but a professional home inspector can give you a better overview of the entire structure of a home and its potential problems. We strongly encourage you to accompany the inspector who examines your house. He can point out potential problems and help you locate special devices such as the items listed below:

- On/off switch on furnace, air conditioner, etc.
- Pilot light on water heater, oven, etc.
- Fuse box
- Main water shut-off controls
- Plumbing and electrical systems
- Heating, ventilation, air conditioning systems
- Septic tank, well or sewer line

FREQUENTLY ASKED QUESTIONS

Q **What is a home inspection?**

A A home inspection is a visual inspection of the structure and components of a home to find items that are not performing correctly, items that are unsafe, and items that are in violation of the code at the time the house was built or remodeling occurred. If a defect or a symptom of a defect is found the home inspector will include a description of the defect in a written report and may recommend further evaluation.

Q **Why is a home inspection important?**

A Emotion often affects the buyer and makes it hard to imagine any problem with their new home. A buyer needs a home inspection to find out all the problems possible with the home before purchasing the home.

Q **What should I NOT expect from a home inspection?**

A A home inspection is not protection against future failures. Stuff happens! Components like air conditioners and heating systems can and will break down. A home inspection tells you the condition of the component at the time of the inspection. For protection from future failure you may want to consider a home warranty. A home inspection is not an appraisal that determines the value of a home. Nor will a home inspector tell you if you should buy this home, or what to pay for it.

Q **What does a home inspection include?**

A A home inspector's report will review the condition of the home's heating system, central air conditioning system (temperature permitting), interior plumbing and electrical systems, the roof, attic and visible insulation, walls, ceilings, floors, windows and doors, the foundation, basement and visible structure. Many inspectors will also offer additional services not included in a typical home inspection such as mold, radon and water testing.

Q **What if the report reveals problems?**

A All homes (even new construction) have problems. Every problem has a solution. Solutions vary from a simple fix of the component to an adjustment of the purchase price. Having a home inspection allows the problems to be addressed before the sale closes.

Q **Should I attend the home inspection?**

A It is recommended to be there so the home inspector can explain his findings in person and answer any questions about the home you may have. This is an excellent way to learn about your new home even if no problems are found. But be sure to give the home inspector time and space to concentrate and focus so he can do the best job possible for you. It is always recommended that the home inspector be given a copy of the seller's property disclosure and the Georgia wood infestation report before his inspection. It will assist him in his evaluation of the home.

Q Can I ask the seller to make repairs?

A The due diligence paragraph gives the buyer the ability to give an amendment to the seller to “address concerns” with the property which would be repairs. The buyer gives this amendment to the seller and the parties can negotiate a satisfactory solution to the areas of concern.

Q What criteria should I use to choose a home inspector?

A The state of Georgia now requires inspectors to be licensed. Your home inspector should be a member of a professional home inspection organization. It is important that the inspector abides by a set of standard practices and a code of ethics that require professionalism in the industry. National home inspector organizations like the American Society of Home Inspectors (ASHI), National Association of Certified Home Inspectors (NACHI), National Association of Home Inspectors (NAHI) require their members to adhere to strict standards of practice and attend continuing education.

Q What type of report can I expect to receive?

A A home inspection should include a report that describes what was inspected and the condition of each inspected item. The best reports are created using home inspection software that includes color pictures and comments specific to your home. Inspectors using home inspection software can often deliver the report on site or at least deliver the report through the internet for quicker delivery.

Q Who is the least expensive? Inspectors all look at the same things, right?

A Every inspector is different and comes with strong points and weak points. You may save money by choosing a cheaper inspector and he could miss some problems. Usually, the best inspectors are not the cheapest. A thorough and experienced inspector is the best route to take.



WHAT YOU SHOULD KNOW ABOUT TERMITES

In the state of Georgia no longer is the seller responsible for presenting the buyer with a termite inspection letter stating the condition of the home and whether or not it has been affected by termites. However, if the buyer chooses to do a home inspection the home inspector will reveal if there has been any damage in the past or present and this most often can be alarming to the perspective buyer. We highly recommend that both parties know what the circumstances are so the information is disclosed for the properly.

How badly can termites hurt your home? Well, throughout the United States they cause billions of dollars in destruction every year. They can destroy things ranging from wood, trees on your property, books, plants and even parts of swimming pools. Just by existing, they can prevent you from selling your home - no one is going to want to buy without getting rid of them first and assessing the extent of the damage.

If you have termites in your home, the good news is that they can take quite a while before you see any real damage. In many cases, it takes up to five years or so before you see any signs of the problem. On the other hand, a healthy colony can consume an entire foot of a 2x4 in just a few months. That doesn't sound so bad, but the extent of the harm depends on how it's distributed in your house - the termites don't eat the entire board, they tunnel around in them. It is tough to tell exactly how much it will cost you to repair it because it can vary so much.

CAN THE PROBLEMS BE REPAIRED?

Yes. In fact, sometimes you can get away with just reinforcing the damaged wood if it has not been hurt that badly. You are going to have to have a professional come look at it if you have had a colony for awhile, though - termites often eat away at load-bearing wood, and you need to make sure that your home is still structurally sound.

We strongly encourage that the homeowner have an annual contract with a qualified pest control company that is bonded for not only treatment but, treatment and repair. In addition, the Sentricon bait system is found to be a very effective way in controlling termites from ever coming near the structure of your home.



WHAT YOU SHOULD KNOW ABOUT MOLD

FACTS ABOUT MOLD

Molds are simple, microscopic organisms whose purpose in the ecosystem is to break down dead materials. Molds can be found on plants, dry leaves and on just about every other organic material. Some molds are useful, such as those used to make antibiotics and cheese. Some molds are known to be highly toxic when ingested, such as the types that invade grains and peanuts. Most of the mold found indoors comes from outdoors.

Molds reproduce by very tiny particles called spores. The spores float in on the air currents and find a suitable spot to grow. Spores are very light and can travel on air currents. If mold spores land on a suitable surface, they will begin to grow. Molds need three things to thrive – moisture, food and a surface to grow on. Molds can be seen throughout the house, and can be found in most bathrooms. Mold growth can often be seen in the form of discoloration, and can appear in many colors – white, orange, pink, blue, green, black or brown. When molds are present in large quantities (called colonies), they can cause health problems in some people.

Mold spores can cause adverse reactions, much like pollen from plants. Mold spores cause health problems when they become airborne and are inhaled in large quantities. Everyone is exposed to mold in some concentration in the outdoor air. Indoor exposure to molds is not healthy for anyone. In particular, people with allergies, existing respiratory conditions or suppressed immune systems are especially susceptible to health problems from mold exposure. Additionally, infants and children, pregnant women and the elderly can be sensitive to the effects of mold exposure. Some molds are more hazardous than others are. For some people, a small number of mold spores can cause health problems. For others, it may take many more.

SYMPTOMS OF MOLD EXPOSURE

There are many symptoms of mold exposure. The extent of symptoms depends on the sensitivity of the exposed person. Allergic reactions are the most common and typically include: respiratory problems such as wheezing and difficulty breathing; nasal and sinus congestion; burning, watery, reddened eyes or blurry vision; sore throat; dry cough; nose and throat irritation; shortness of breath; and skin irritation. Other less common effects are: nervous system problems (headaches, memory loss, and moodiness); aches and pains; and fever. If you have any of these symptoms, and they are reduced or completely gone when you leave the suspected area, chances are you have been exposed to some sort of allergen, quite possibly mold.

DETECTING MOLD

Some mold problems are obvious – you can see it growing. Others are not so obvious. If you can see mold, or if there is a musty odor in your house, you probably have a mold problem. Areas that are wet, or have been wet due to flooding, leaky plumbing, leaky roofing, or areas that are humid (such as bathrooms and laundry rooms) are most likely to have mold growth. Look for previous water damage. Visible mold growth may be found underneath wallpaper and baseboards, behind walls, or may be evident by discolored plaster or drywall.

Many home inspectors or industrial hygienists can conduct air sampling to detect the presence of mold spores. If there is obvious mold, you can conduct a swab test that can be analyzed to determine the molds that are present. Testing is the only way to determine if you have a mold problem and what type it is.

WHAT TO DO ABOUT MOLD

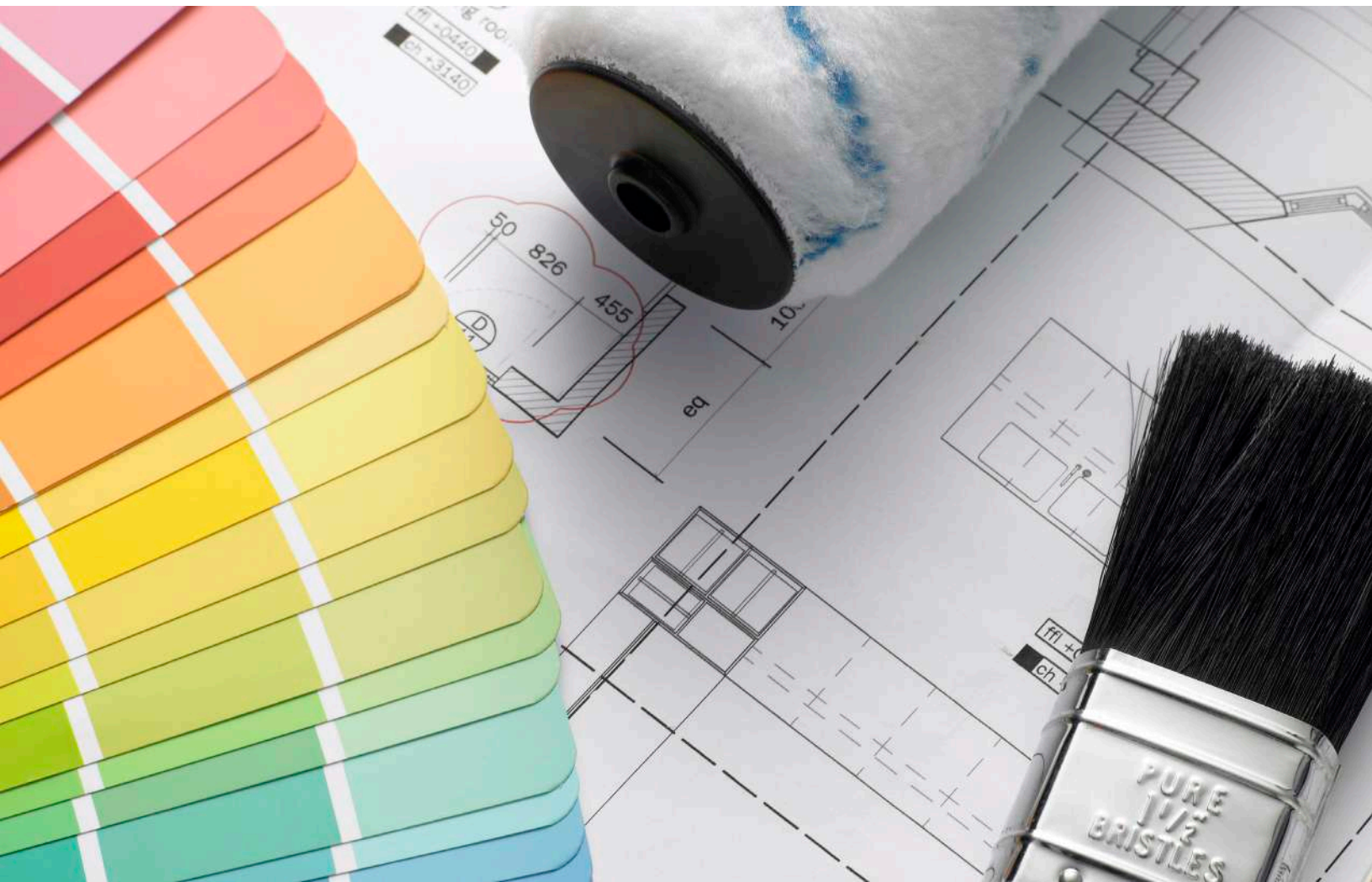
The first course of action is to determine why the mold is growing. Investigate any areas that are moist, and repair the source of the moisture. There could be a roof or plumbing leak, or groundwater leaking into the basement. The air conditioning drip pan could have mold growing in it. The air duct system could be contaminated with mold. If you see mold in the laundry room, chances are the dryer is not properly vented to the outside. Clothes dryers generate humidity and should never be vented inside the house.

Mold will grow on any surface that provides moisture and food. Substances that are porous and can trap molds, such as paper, rags, wallboard and wood, should be thrown out. After all repairs have been made it is time to clean

Use the following pointers:

Mix a household cleaner without ammonia with hot water and scrub affected areas before sanitizing with a bleach solution that is 10% bleach and 90% water. Wear gloves when handling moldy materials. If you are sensitive to mold, you may wish to wear a particulate-removing respirator or face mask. Also wear protective clothing that is easily cleaned or may be discarded. Hard, non-porous materials can be cleaned with a solution of bleach and water, 10% bleach to 90% water. Use a sponge or cloth to wipe the area clean. Never mix bleach with other cleaning products; it can produce a toxic gas! It is important to clean thoroughly. If you leave some mold behind, the spores will be easily released back into the air when the material dries out. Remove porous materials such as ceiling tiles, carpeting and sheetrock (drywall) and dispose of them. They are nearly impossible to clean and will surely produce more spores when dry. If mold is the result of flooding, remove all drywall to at least 12 inches above the high water mark. Visually inspect the interior of the walls to ensure that you removed all contaminated drywall. Allow the area to dry for 2-3 days after cleaning and sanitizing with the bleach solution. Use a stiff brush to remove mold from block walls or uneven surfaces. Have family members or bystanders leave the area while cleaning or abatement is being done.





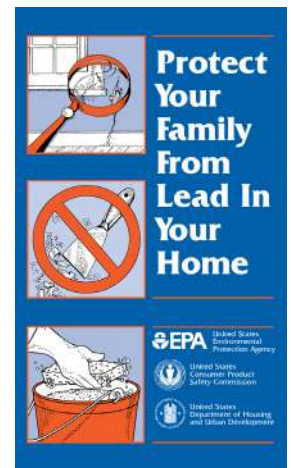
WHAT YOU SHOULD KNOW ABOUT LEAD-BASED PAINT

Many houses and condominiums built before 1978 may have paint that contains high levels of lead (called lead-based paint). Buyers are encouraged to check for lead prior to buying or renovating pre-1978 housing. Federal law requires that individuals receive certain information regarding lead based paint prior to buying.

Sellers have to disclose known information on lead-based paint and lead-based paint hazards prior to selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

Renovators disturbing more than two square feet of painted surfaces have to give you a pamphlet from the EPA entitled "Protect Your Family From Lead In Your Home."

Ask your agent for additional information regarding this subject and a copy of the pamphlet.



INSPECTION FORM

This form illustrates the chief items a home inspector will analyze. An actual inspection report will be more detailed. This will educate the buyer who is looking over a property, or help in a final buyer walk-through before a closing. Be sure to record your comments.

MECHANICAL SYSTEMS	INTERIOR SPACES	
HEATING Age, condition and operation of main system _____ _____ Thermostat(s) _____ Room-by-Room Heating _____ _____	WALLS, CEILINGS, FLOORS Overall Condition _____ Water Stains _____ Cracks _____ Settlement _____ Decay _____	
COOLING	BASEMENT	
Age, Condition and operation of main system(s) _____ _____ Thermostat(s) _____ Room-by-Room Cooling _____	Walls _____ Floor _____ Water Penetration _____ Other _____	
ELECTRICAL	KITCHEN	
Adequacy of service _____ Light Switches _____ Door Bells _____ Exterior Lighting _____	Cabinets _____ Countertops _____ Other _____ _____	
PLUMBING	BATHROOMS	
Overall (water pressure) _____ Water Heater(s) _____ Other _____ _____	Toilets _____ Shower _____ Tub _____ Tile _____	
WASTE (Sewer or Septic)	GARAGE	
Flush Toilets _____ Consult owners on condition _____ Obtain Service Records _____ _____	Doors _____ Door Openers _____ Floors _____ Walls _____	
APPLIANCES	EXTERIOR CONDITIONS	
Range _____ Compactor _____ Oven _____ Disposal _____ Dishwasher _____ Microwave _____ Exhaust Fan _____ Refrigerator _____ Other _____	Roof _____ Pool & Accessories _____ Siding _____ Sprinkler _____ Windows/Doors _____ Landscaping _____ Steps and Stairs _____ Drainage _____ Decks/Porches _____ Other _____	

THE CLOSING PROCESS



REPRESENTATION

Residential real estate closings are handled in several different ways among the various states. In some states title companies handle the process; escrow companies in others. In Georgia, most closings occur with the assistance of an attorney who specializes in real estate transactions.

Regardless of whether a choice is permitted, the attorney represents only the lender. Because of ethical considerations due to a possible conflict of interest among the various parties to a closing, an attorney representing the lender should not represent any other party to the closing. Therefore, if the borrower desires representation, independent counsel should be obtained. Of course, if a lender is not involved in financing the transaction, the purchaser will select an attorney to represent his or her interest.

FUNCTIONS OF THE CLOSING ATTORNEY

An attorney selected after the signing of the contract of sale to handle the closing customarily will examine the title to the property, prepare the sale and loan closing documents, conduct the closing, arrange for the recording of the closing documents, issue the lender's and, if desired, owner's title insurance, and disburse the lender's and/or purchaser's funds.

CLOSING COSTS

Initially, payment of and limitations on the amount of closing costs are determined by the contract of sale. If a lender finances the transaction, the purchaser will be responsible for negotiating the precise amount of the closing costs. Most lenders will be subject to certain federal regulations governing disclosure of a “good faith estimate” of settlement charges to be given to the borrower within three business days following loan applications. In order to prevent unpleasant surprises at closing, the purchaser should become familiar with and understand the limitations of such an estimate. If a purchaser requires more precise figures, it should be requested at the time of loan application since the good faith estimate is the limit of federal requirements. Closing costs are collected at the time of closing, usually by payment of a net purchase figure which includes the purchaser’s equity, the closing costs, and prorations and other adjustments. The lender must usually approve payment of discount points by separate check for tax purposes in advance. Closing costs do not include escrows for property taxes and insurance. Furthermore, closing costs quoted by a lender usually do not include the cost of an owner’s title insurance policy.

OWNER’S TITLE INSURANCE

Owner’s Title Insurance is designed to insure the owner against loss suffered because of claims made against the title to the property. The policy typically insures against those matters, which were not or could not have been discovered by a proper title examination of the property, subject to specific exceptions to coverage detailed in the policy. As with all types of insurance, deciding to purchase is only part of the job; determining, for example, whether certain exceptions to coverage are acceptable or in accordance with the contract of sale, takes additional consideration, and an attorney’s advice may be helpful in such a decision. A new survey is highly recommended. Without a current survey, the homeowner’s title insurance policy contains an exception for all survey matters so that the risk of financial loss due to survey problems rests solely with the buyer who opts not to purchase a survey at closing.

FREQUENTLY ASKED QUESTIONS

- Q** How serious would a claim against my home be to me personally if I didn’t have Owner’s Title Insurance?
- A** It could be very serious. It would mean you would have to withstand all expenses involved with the defense of your rights, and could even result in complete loss of your equity if your defense proved unsuccessful.
- Q** What should I look for in selecting a company to insure by title?
- A** Financial strength, experience in all phases of title insurance, efficient and dependable service to policy holders.

PROPERTY TAXES

Property taxes in most metro counties are based upon forty percent of the county's assessment of the fair market value of your property as of January 1 of each year minus homestead exemption, multiplied by a rate per thousand established by the county each year (refer to detail for county.)

PROPERTY SURVEY

Whenever there is a period of rising interest rates, mortgage lenders search for ways to keep down the costs of obtaining a home loan. Some lenders are no longer requiring homebuyers who are borrowing money to purchase a home to obtain a survey. Obtaining a survey is for the buyer's protection. Buyers who do not obtain a survey may well discover too late that their decision was "penny-wise and pound foolish." A survey is the process of evaluating land to locate boundaries and other features. The surveyor draws a map to communicate his findings. A typical residential survey will show boundary lines, the location of the house with respect to the boundaries, setback lines, easements, fences or any other encroachments relating to the property, as well as a statement of whether the property lies in a flood plain. The average residential survey costs about \$300.

WHAT TO BRING TO CLOSING

- Your check book (closing attorney will usually accept a personal check for \$5,000 max).
- Proof of Homeowner's Insurance (check with your lender for details).
- Photo ID (Driver's License, Passport).
- Power of attorney information, if applicable, prepared by closing attorney. Check with your lender first for approval.
- Georgia law requires all funds in excess of \$5,000 be sent via wire directly to closing attorney.



THE MOVING PROCESS



THE MOVING CHECKLIST

EIGHT WEEKS BEFORE MOVING

- Call several movers for estimates. Remember, on-site estimates are always more accurate.
- Be sure to get references from prospective movers.
- Once you've chosen your mover, discuss costs, packing, timing and insurance.
- Create a "move file" to store important information and collect receipts for moving related expenses.
- Ask the Internal Revenue Service for information about tax deductions on moving expenses and what receipts you will need to keep.

SEVEN WEEKS BEFORE MOVING

- Prepare an inventory of everything you own. Divide this inventory into three separate categories: (1) items to be handled by the mover, (2) items to be handled by yourself, and (3) items to be left behind.
- Stock certificates, wills and other one-of-a-kind items (jewelry, photos and home videos) are difficult or impossible to replace. Plan to carry them with you instead of packing them.
- Two good ways to rid yourself of items no longer needed: (1) host a garage sale or (2) donate to charities. These two techniques can help you to raise a little cash or serve as a tax deduction.
- Arrange for disposal of items not sold or donated.
- Contact your insurance agent to transfer property, fire, auto and medical insurance.
- Organize dental and medical records. Be sure to include prescriptions, eyeglass specifications and vaccination records.
- Inquire about changes that may occur in your auto licensing and insurance when moving. Notify your children's school(s). Make arrangements for records to be forwarded to the new school district.

SIX WEEKS BEFORE MOVING

- Contact any clubs or organizations you are associated with for information on transferring, selling or ending your memberships.
- Start becoming acclimated to your new community. Familiarize yourself with your new shopping districts, location of hospitals, police and fire departments. Contact the Chamber of Commerce or Visitor's Bureau to request any desired information on schools, parks and recreation, community calendars and maps.

FIVE WEEKS BEFORE MOVING

- Start including your children in the process. Make it exciting and fun by having your kids do some of their own packing and labeling.
- If you plan to do any part of the packing, start collecting suitable containers and packing materials.
- If no longer required, cancel local deliveries.
- If you have pets, call your new township to determine if there are any specific requirements for pet ownership. In addition, transfer veterinarian records.
- Register your children in their new schools.
- Check on specific medical forms required for Georgia schools that need to be filled out.

FOUR WEEKS BEFORE MOVING

- If you are moving out of a multi-story building, contact building management to inquire about scheduling your move date and time. Certain buildings may have date and or time restrictions as to when moving can be done. Remember to keep this in mind when planning to move, especially if you are doing your own packing. If you cannot finish packing by the move-in day and time allotted to you, you can accumulate additional costs.
- Contact your moving company to schedule your move date. It is always easier to change your move date than to reschedule at the last minute.
- Visit USPS.com to fill out a change of address form. Notify magazine subscriptions, stocks, mutual funds, banks, credit card companies, newspapers, doctors, lawyer, accountant, REALTOR®, state and federal tax authorities, workplace, schools, alma mater, voter registration office and motor vehicle bureau of change of address. Anything mailed to you the month before you move, insert a change of address card with effective date.
- Close any local charge accounts.
- Make airline and hotel reservations (if necessary).
- Notify insurance companies of your move. Transfer all insurance on your home and possessions.
- Contact utilities for disconnection or transfer (electric, gas, phone, cable, etc.). If possible be certain to still have them connected on moving day. Arrange to have them disconnected from your present home or schedule a last reading after your scheduled move-out.

THREE WEEKS BEFORE MOVING

- If necessary arrange for a babysitter to watch your children on moving day. You may need someone to keep your children occupied and make sure they remain safe during the busy loading process.
- While you are sorting through your belongings, remember to return library books and anything else you have borrowed. Also remember to collect all items that are being cleaned, stored or repaired (clothing, shoes, furs, watches, etc.).

TWO WEEKS BEFORE MOVING

- Call ahead to have utilities connected at your new home.
- Make final packing decisions. Start packing items you don't use often.
- Clean and clear your home, including closets, basements and attics.
- Call your bank to find out how to transfer your bank accounts.
- Each year many people move without clearing their safety deposit boxes. Do not be one of them.
- You should carry valuables with you. If you have hidden any valuables around the house, be sure to collect them before leaving. Some state laws prohibit the moving of house plants. Consider giving your plants to a friend or local charity.
- Plan meals that will use up the food in your freezer and refrigerator.
- Have your automobile serviced if you are traveling by car.
- Transfer all current prescriptions to a drugstore in your new town, if needed.
- Dispose of flammable items such as fireworks, cleaning fluids, matches, acids, chemistry sets, aerosol cans, paint, ammunition and poisons such as weed killer.
- Drain all the oil and gasoline from your lawn mower and power tools to ensure safe transportation. Refer to your owner's manual for specific instructions.

ONE WEEK BEFORE MOVING

- This is your week to tie up loose ends. Check back through this guide to make sure you have not overlooked anything.
- Your moving company should have provided you with various labels for your goods. These can include "Do Not Load," "Load First," "Load Last" and "Fragile." Take special care to label your goods appropriately.
- Pack your suitcases and confirm your family's travel arrangements (flights, hotel, rental cars, etc.). Try to keep your plans as flexible as possible in the event of an unexpected change of schedule.
- Make sure your moving agent knows the address and phone number where you can be reached if you are not going directly into your new home.
- At least one day before moving, empty, defrost and clean your refrigerator and freezer. If necessary, prepare your stove to be moved. Try using baking soda to get rid of odors.
- Prepare a "Trip Kit" for moving day. This kit can contain items such as snacks, beverages and games for the kids to keep them occupied during the move. If you are stopping overnight, be sure to pack items such as toothbrushes and other essentials you will need while your belongings are in transit.
- Plan on returning rented cable receivers.

MOVING DAY

- Strip your beds, and make sure the bedding goes into a "Load Last" box.
- Make sure to be on hand when the movers arrive. It is important that an adult be authorized to take your place if you are unable to be present at any time while the movers are there. Let the agent know to whom you have given this authority. Be sure that your chosen representative knows exactly what to do. Remember – this person may be asked to sign documents obligating you to charges.
- Confirm the delivery date and time at your new address. Write directions to your new home for the van operator, provide the new phone number and include cell phone numbers where you can be reached in transit. Make sure to take along the destination agent's name, address and telephone numbers.
- Always try to spend as much time with the mover as possible. If you have special instructions, like what to load first and last make sure it is explained to your mover. Communicate well with the movers. If you choose to have your mover handle your valuables or other fragile goods, tell the mover in advance.
- When the van operator arrives, review all details and paperwork. Accompany the driver as he or she inspects and tags each piece of furniture with an identifying number. These numbers, along with a detailed description of your goods and their condition at the time of loading, will appear on the inventory sheets.
- It is your responsibility to see that all of your goods are loaded, so remain on the premises until loading is completed. To ensure that nothing gets left behind always do a final inspection of the premises. Do not sign any releases without completing this inspection.
- If you get to the destination before the mover, be patient. They might have encountered traffic or some other type of delay.
- Since you will probably want to clean before the furniture is unloaded, make sure your vacuum is packed last, so it can be unloaded first.

MOVE-IN DAY

- The van operator will contact you or the destination agent 24 hours prior to the expected arrival time. This allows time to locate you and arrange for unloading. If for some reason you cannot be reached, it is then your responsibility to contact the destination agent.
- Be sure you are there when the movers arrive. Plan to stay around while they unload in case they have any questions. If you cannot be there personally, be sure to authorize an adult to be your representative to accept delivery and pay the charges for you. Inform the destination agent of your chosen representative's name. Your representative will be asked to note any change in the condition of your goods noted on the inventory at the time of loading, and to note any items missing at the time of delivery.
- Have payment on hand for your moving charges. Unless other billing arrangements were made in advance, payment is required upon delivery in cash, traveler's checks, money order or cashier's check. Most of the time, personal checks are not accepted.
- Check to make sure the utilities have been connected, and follow up on any delays.
- Confine your pets to an out-of-the-way room to help keep them from running away or becoming agitated by all of the activity.
- It is a good idea to review your floor plan so you can tell the movers where to place your furniture and appliances. Plan to be available to direct them as they unload. To prevent possible damage, televisions, stereos, computers, other electronic equipment and major appliances should not be used for 24 hours after delivery, allowing them to adjust to room temperature
- GET SOME REST AND ENJOY YOUR NEW HOME!

AFTER THE MOVE

- Get new driver's licenses, library cards and voter registration cards.
- Walk and drive around your neighborhood and community to orient yourself and your family.



THE CITY OF ATLANTA



ALL ABOUT ATLANTA

You may know Atlanta as the unofficial capital of the South, but there is more to this city than its southern location. As you make your home in the Peach City, you will find an undeniable mix of Southern charm, urban sophistication and deeply rooted traditions.

There are intriguing destinations to explore at every turn, from the trendy boutiques and Craftsman bungalows of Virginia-Highland and Decatur to the theater and museum district and historic Piedmont Park in Midtown. From the charming town squares of Roswell, Alpharetta, Norcross and Acworth to the shores of Lake Lanier, Atlanta truly has something for everyone.

Atlanta is also home to 13 Fortune 500 companies including The Home Depot, UPS, The Coca-Cola Company and Delta Airlines. In its earliest days as a city, Atlanta was known and envied for its access to several rail lines. Atlanta continues its reputation as a transportation hub with the Hartsfield-Jackson Atlanta International Airport — the world's largest airport — along with convenient access to I-75, I-85 and rail lines.

A PREMIER LOCATION FOR PROFESSIONALS AND FAMILIES

The Metro Atlanta region is home to more than 6 million people and nearly 150,000 businesses, offering a top-tier quality of life for those who choose to create their destiny here. From its diverse economy, global access, abundant talent, and low costs of business and lifestyle, Metro Atlanta is a great place to call “home.” Residents have easy access to arts, culture, sports and nightlife, and can experience all four seasons, with mild winters that rarely require a snow shovel.

In addition to our business-friendly environment, Metro Atlanta also offers many activities to foster personal and family growth, including:

- Public parks with green space and trees
- Jogging trails and sports facilities
- World-class museums, theaters and cultural venues
- Internationally-recognized restaurants and shopping

THE ADVANCING ECONOMY

Throughout the Atlanta area, various counties are making strides to improve their economic conditions, which in turn is benefiting the Atlanta community as a whole. From business expansions and job creation to new initiatives and prospective projects, these counties — Cherokee, Cobb, DeKalb, Gwinnett and Fulton — exemplify some of the positive economic changes happening in Atlanta.

LITTLE-KNOWN HISTORICAL FACTS ABOUT ATLANTA

- The city was first named Terminus, then Marthasville.
- General William T. Sherman’s capture of the city during the Civil War in 1864 got Abraham Lincoln re-elected as president. Joseph, Johnston, the Confederate general who fought against Sherman in Atlanta, later served as pallbearer in Sherman’s funeral, where Johnston caught pneumonia and died a short time later.
- Al Capone did time in the federal prison here.
- Babe Ruth hit his final home run for the Braves (no. 714 was the last of three Ruth hit that afternoon in an 11-7 Boston Braves loss to the Pirates. It was at Forbes Field in Pittsburgh).
- We are one of few cities with three interstate highways running through it.
- The Georgia State Capitol in Atlanta is gilded with pure gold leaf from the site of America’s first gold rush in Dahlonega, GA.



ATLANTA FINE HOMES INSURANCE

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INSURANCE

Our People make the difference...



Atlanta Fine Homes Insurance is Your One Stop Insurance Marketplace for Personal, Business, Life, Health & Disability Insurance Products.

AFH Insurance, LLC is an independent insurance agency representing a carefully selected group of national and regional insurance companies. Our independence allows our professional insurance agents the flexibility to shop and compare a wide variety of insurance and financial products for you. We strive to maximize coverage and minimize cost as your overall insurance protection is our most important goal.

Our Commitment is to YOU. We work hard to build a trusted relationship with our customers and want you to feel both comfortable and confident in our abilities.

Meet your AFH Agency Insurance Advisor



Sydney Bailey, Insurance Agent
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sydney@afhnsure.com

3 Reasons to Choose an Independent Insurance Agent:

- ***Choice***
- ***Customization***
- ***Competitive Pricing***

Available Insurance Products:

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- Home
- Auto
- Umbrella
- Valuable Articles
- Flood
- Dwelling Fire
- Vacant Home
- Collector/Antique Auto
- Motorcycle
- Watercraft

Business

- Business Owner's Package
- Commercial Property
- Workers Compensation
- Business Auto
- Umbrella & Excess Liability
- Errors & Omissions
- Directors & Officers
- Bonds

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