

# 2019 GAR Forms Changes



The following pages will list the changes to the forms in the entire GAR Form Library. Paragraph numbers on the left, are the original numbers of the ¶'s in the previous years' (2018) form.

\*\*\* ALL FORMS HAVE BEEN RENUMBERED

\*\*\* ALL FORMS that reference another GAR Form have been updated to reflect the new form number

\*\*\* ALL FORMS that ask for "Additional Page" or "Additional Special Stipulation" – removed "☐ is not" option

\*\*\* ALL FORMS that ask for "Additional Signature Page" – removed "☐ is not" option and updated Additional Signature Page form number

## **B1 Protect Yourself When Selling a House**

\*\*\* Form renumbered to CB10

\*\*\* Added new section – Beware of Cyber-Fraud

## **B2 Protect Yourself When Buying a Home**

\*\*\* Form renumbered to CB13

\*\*\* Termite section – capitalized "official" and added "Inspection" after each "Infestation"

\*\*\* Thoroughly Investigate the Property – added language regarding permits and slightly modified order of section

\*\*\* Beware of Cyber-Fraud – replaced "wiring" with "sending or receiving" in first paragraph and corrected "verifying" to "verify" in second paragraph; replaced "fake" with "fraudulent" in each instance

## **CB08 EPA Home Buyer's and Seller's Guide to Radon Pamphlet – NEW FORM**

### **F1 Exclusive Seller Listing Agreement**

\*\*\* Form renumbered to F101

¶B(2)(a) Initial Listing Period – added language that the agreement extends until closing if under contract

¶B(2)(b) Extension – added language requiring written notice to extend

¶B(9)(b) Dual Agency Disclosure – added new subsection (6) regarding client's consent to dual agency

¶C(4) Limits on Broker's Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

\*\*\* New section on Assignability - ¶C(6)(h)

¶C(7) Beware of Cyber Fraud – changed "wiring" to "sending or receiving"; replaced "fake" with "fraudulent" in each instance

¶C(8) Brochures – removed "and/or Exhibits"; reordered brochures to be in new numerical order; removed retainer fee line; added two lines for Other; added CB08 Radon Pamphlet to list of brochures

\*\*\* New Exhibits and Addenda section – moved retainer fee line under this section

### **F2 Non-Exclusive Seller Listing Agreement**

\*\*\* Form renumbered to F104

¶B(2)(a) Initial Listing Period – added language that the agreement extends until closing if under contract

¶B(2)(b) Extension – added language requiring written notice to extend

¶B(9)(a) Dual Agency Disclosure – added new subsection (6) regarding client's consent to dual agency

¶C(4) Limits on Broker's Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

\*\*\* New section on Assignability - ¶C(6)(j)

¶C(7) Beware of Cyber Fraud – changed "wiring" to "sending or receiving"; replaced "fake" with "fraudulent" in each instance

¶C(8) Brochures – removed "and/or Exhibits"; reordered brochures to be in new numerical order; removed retainer fee line; added two lines for Other; added CB08 Radon Pamphlet to list of brochures

\*\*\* New Exhibits and Addenda section – moved retainer fee line under this section

### **F3 Authorization to Show Unlisted Property**

\*\*\* Form renumbered to F107

\*\*\* New section ¶9 Limitation Against Liability; subsequent ¶'s renumbered

¶15 Beware of Cyber Fraud – now ¶16 – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

¶16 Recipient by Owner of Consumer Protection Brochures – now ¶17 – added Lead-Based Paint Exhibit to list

### **F4 Exclusive Buyer Brokerage Agreement**

\*\*\* Form renumbered to F110

¶B(4)(b) Dual Agency Disclosure – added new subsection (6) regarding client’s consent to dual agency

¶B(5)(a) Broker’s Entitlement to Commission – added language that Buyer consents to Broker being paid a bonus fee if one is offered by listing broker

¶B(5)(d) Buyer Default – added language to beginning of section

¶C(4) Limits on Broker’s Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

¶C(16) Beware of Cyber Fraud – changed “wiring” to “sending or receiving” replaced “fake” with “fraudulent” in each instance

¶C(17) Brochures – added CB08 Radon Pamphlet to list of brochures

### **F5 Non-Exclusive Buyer Brokerage Agreement**

\*\*\* Form renumbered to F113

¶B(4)(b) Dual Agency Disclosure – added new subsection (6) regarding client’s consent to dual agency

¶B(5)(a) Broker’s Entitlement to Commission – added language that Buyer consents to Broker being paid a bonus fee if one is offered by listing broker

¶B(5)(d) Buyer Default – added language to beginning of section

¶C(4) Limits on Broker’s Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

¶C(16) Beware of Cyber Fraud – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

¶C(17) Brochures – added CB08 Radon Pamphlet to list of brochures

### **F6 Agreement to Work with Buyer as a Customer**

\*\*\* Form renumbered to F116

¶5 Receipt by Buyer of Consumer Protection Brochures – added CB08 Radon Pamphlet to list of brochures

\*\*\* New section ¶6 Independent Contractor Relationship; subsequent ¶'s renumbered

¶7 Beware of Cyber Fraud – now ¶8 – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

### **F7 Exclusive Leasing Listing Agreement**

\*\*\* Form renumbered to F122

¶3(B) Limits on Broker’s Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

¶6 Dual Agency Disclosure – added new subsection (F) regarding client’s consent to dual agency

¶18 Beware of Cyber Fraud – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

### **F8 Exclusive Leasing/Management Agreement**

\*\*\* Form renumbered to F128

¶10(B) Limits on Broker’s Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

¶13 Dual Agency Disclosure – added new subsection (F) regarding client’s consent to dual agency

¶36 Beware of Cyber Fraud – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

¶37 Exhibits and Addenda – added Form number after Services to be Performed by Manager Exhibit

### **F9 Exclusive Tenant Brokerage Agreement**

\*\*\* Form renumbered to F134

¶7(B) Limits on Broker’s Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

¶11 Dual Agency Disclosure – added new subsection (F) regarding client’s consent to dual agency

¶24 Beware of Cyber Fraud – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

## **F10 Non-Exclusive Tenant Brokerage Agreement**

\*\*\* Form renumbered to F137

¶7(B) Limits on Broker's Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

¶11 Dual Agency Disclosure – added new subsection (F) regarding client's consent to dual agency

¶24 Beware of Cyber Fraud – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

## **F11 Agency Exhibit (Owner/Landlord and Tenant)**

\*\*\* Form renumbered to F143

¶A(4)(a) Dual Agency Disclosure – added new subsection (5) regarding client's consent to dual agency

## **F12 Agency Exhibit (Buyers and Sellers)**

\*\*\* Form renumbered to F125

¶A(4)(a) Dual Agency Disclosure – added new subsection (5) regarding client's consent to dual agency

## **F13 Agreement to Work with Tenant as a Customer**

\*\*\* Form renumbered to F140

¶6 Beware of Cyber Fraud – changed “wiring” to “sending or receiving”

## **F17 Non-Exclusive Leasing Listing Agreement**

\*\*\* Form renumbered to F125

¶3(B) Limits on Broker's Authority, Responsibility, and Liability – subsection (b) – modified language to add more protections for broker

¶6 Dual Agency Disclosure – added new subsection (F) regarding client's consent to dual agency

¶18 Beware of Cyber Fraud – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

## **F20 Purchase and Sale Agreement**

\*\*\* Form renumbered to F201

¶B(6) Closing Attorney/Law Firm – added language that when an individual is named, the law firm is deemed the closing attorney

¶B(10)(a) Agency Disclosure – moved first sentence to now new ¶C(5)(c)

¶B(10)(c) Disclaimer – modified language to add more protections for broker

¶C(3) Risk of Damage to Property – added language that personal property must also be cleared from Property

¶C(4) Other Provisions – reordered subsections to now be listed alphabetically

\*\*\* New subsection ¶C(4)(b) Consent to Share Non-Public Information

¶C(4)(f) Binding Agreement Date – now ¶C(4)(j) – retitled to Notice of Binding Agreement Date

¶C(4)(k) No Authority to Bind – now ¶C(4)(i) – added language that either broker may fill in Binding Agreement Date Box; added language about how to resolve disputes over Binding Agreement Date

\*\*\* New section ¶C(5) Definitions; subsequent ¶'s renumbered

¶C(5) Beware of Cyber Fraud – now ¶C(6) – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent” in each instance

¶C(6) Exhibits and Addenda – now ¶C(7) – added “or other” after Legal Description Exhibit form number

## **F22 Counteroffer to or Modification of the Unaccepted Original Offer**

\*\*\* Form renumbered to F249

¶E Terms and Conditions – changed “N/A” to “N/C” and added language regarding when there is no change listed on form

## **F23 New Construction Purchase and Sale Agreement**

\*\*\* Form renumbered to F228

¶B(7) Closing Attorney/Law Firm – added language that when an individual is named, the law firm is deemed the closing attorney

¶B(14)(a) Agency Disclosure – moved first sentence to now new ¶C(8)(c)

¶B(14)(c) Disclaimer – modified language to add more protections for broker

¶C(7) Other Provisions – reordered subsections to now be listed alphabetically

\*\*\* New subsection ¶C(7)(b) Consent to Share Non-Public Information

¶C(7)(h) Binding Agreement Date – now ¶C(7)(k) – renamed to “Notice of Binding Agreement Date”

¶C(7)(n) No Authority to Bind – now ¶C(7)(j) – added language that either broker may fill in Binding Agreement Date Box; added language about how to resolve disputes over Binding Agreement Date

\*\*\* New section ¶C(8) Definitions; subsequent ¶'s renumbered

¶C(8) Beware of Cyber Fraud – now ¶C(9) – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent”

¶C(9) Exhibits and Addenda – now ¶C(10) – added “or other” after Legal Description Exhibit form number

## **F27 Lot Purchase and Sale Agreement**

\*\*\* Form renumbered to F210

- ¶B(6) Closing Attorney/Law Firm – added language that when an individual is named, the law firm is deemed the closing attorney
- ¶B(9)(a) Agency Disclosure – moved first sentence to now new ¶C(5)(c)
- ¶B(9)(c) Disclaimer – modified language to add more protections for broker
- ¶C(3) Risk of Damage to Property – added language that personal property must also be cleared from Property
- ¶C(4) Other Provisions – reordered subsections to now be listed alphabetically
- \*\*\* New subsection ¶C(4)(b) Consent to Share Non-Public Information
- ¶C(4)(f) Binding Agreement Date – now ¶C(4)(j) – retitled to Notice of Binding Agreement Date
- ¶C(4)(k) No Authority to Bind – now ¶C(4)(i) – added language that either broker may fill in Binding Agreement Date Box; added language about how to resolve disputes over Binding Agreement Date
- \*\*\* New section ¶C(5) Definitions; subsequent ¶'s renumbered
- ¶C(5) Beware of Cyber Fraud – now ¶C(6) – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent”
- ¶C(6) Exhibits and Addenda – now ¶C(7) – added “or other” after Legal Description Exhibit form number

## **F30 Lease for Lease/Purchase Agreement**

\*\*\* Form renumbered to F916

- ¶A(3)(a) Rent – removed total rent owed
- ¶A(3)(b) Due Date for Rent – added a specific date that rent is due; removed language regarding late fees to new ¶
- \*\*\* New section ¶A(3)(c) Late Date and Late Fee; subsequent ¶'s renumbered
- \*\*\* New section ¶A(10) No Subletting; subsequent ¶'s renumbered
- ¶A(18) Lead-Based Paint – now ¶A(19) – updated pamphlet title
- \*\*\* Added Tenant and Landlord Initial lines at end of page 2
- ¶B(4)(a) Move-In Inspection – retitled section to “Move-In”; removed reference to Move-In, Move-Out Inspection form and replaced with a “comprehensive list”
- ¶B(4)(d) Return of Security Deposit – replaced “Inspection Form” with “Condition Report”
- \*\*\* New section ¶B(10) No Subletting; subsequent ¶'s renumbered
- ¶B(11) Early Termination – moved to end of Section B - ¶B(24)
- ¶B(11)(b) Military Activation – now ¶B(24)(b) – added Georgia Code for reference
- ¶B(13) Fee to Prepare Lease Amendment – moved subletting language to ¶B(10) No Subletting; modified language regarding fees owed to prepare lease amendment
- ¶B(14) Use – added definition of guest
- ¶B(19) Lead-Based Paint – updated pamphlet title and added form numbers
- ¶B(20)(e) Utility Connection Charge – modified language; replaced “inspection” with a reference to a “Condition Report” or “review”
- ¶C(4) Property Loss – renamed Property Loss and Personal Injury – added language to require any claims to be filed within one year
- ¶C(7) Destruction of Property – changed “occupants” to “occupants”
- ¶C(11) Beware of Cyber Fraud – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent”
- ¶C(12) Exhibits – updated Move In/Move Out form name; added new Required Renter’s Insurance to list

## **F34 Land Purchase and Sale Agreement**

\*\*\* Form renumbered to F213

- ¶B(7) Closing Attorney/Law Firm – added language that when an individual is named, the law firm is deemed the closing attorney
- ¶B(12)(a) Agency Disclosure – moved first sentence to now new ¶C(5)(c)
- ¶B(12)(c) Disclaimer – modified language to add more protections for broker
- ¶C(3) Risk of Damage to Property – added language that personal property must also be cleared from Property
- ¶C(4) Other Provisions – reordered subsections to now be listed alphabetically
- \*\*\* New subsection ¶C(4)(b) Consent to Share Non-Public Information
- ¶C(4)(f) Binding Agreement Date – now ¶C(4)(j) – retitled to Notice of Binding Agreement Date
- ¶C(4)(k) No Authority to Bind – now ¶C(4)(i) – added language that either broker may fill in Binding Agreement Date Box; added language about how to resolve disputes over Binding Agreement Date
- \*\*\* New section ¶C(5) Definitions; subsequent ¶'s renumbered
- ¶C(6) Beware of Cyber Fraud – now ¶C(7) – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent”
- ¶C(7) Exhibits and Addenda – now ¶C(8) – added “or other” after Legal Description Exhibit form number

## **F36 Option Agreement to Purchase Leased Property Exhibit**

\*\*\* Form renumbered to F243

¶B(17) Exhibits and Addenda – added “or other” after Legal Description Exhibit form number;

¶B(5)(d) Consent to Share Non-Public Information – slight language modification

¶B(6) Closing Attorney/Law Firm – added language that when an individual is named, the law firm is deemed the closing attorney

¶B(12) Disclaimer – modified language to add more protections for broker

¶B(16) Other Provisions – reordered subsections alphabetically

¶B(16)(h) Binding Agreement Date – now ¶B(16)(i) – renamed to “Notice of Binding Agreement Date”

\*\*\* New section ¶19 Beware of Cyber Fraud – all subsequent ¶s renumbered

## **F40 Lease for Residential Property**

\*\*\* Form renumbered to F913

¶A(3)(a) Rent – removed total rent owed

¶A(3)(b) Due Date for Rent – added a specific date that rent is due; removed language regarding late fees to new ¶

¶A(5) Notice Not to Renew Lease – added language that notice is required even when lease is month to month

\*\*\* New section ¶A(10) No Subletting; subsequent ¶s renumbered

¶A(11)(c) Early Termination by Tenant – now ¶A(12)(c) – added “In addition to the rent due, pay”

¶A(20) Lead-Based Paint – now ¶A(21) – updated pamphlet title

¶A(22)(b) Automatic Renewal – now ¶A(23)(b) – modified language

¶A(23) Brokerage Relationships on Transaction – now ¶A(24) – in subsection (a) and subsection (b), combined (1) and (2) into one line

\*\*\* Added Tenant and Landlord Initial lines at end of page 2

¶B(3) Rent – in sixth sentence, changed “Due Date” to “Late Date”

¶B(4)(a) Move-In Inspection – retitled section to “Move-In”; removed reference to Move-In, Move-Out Inspection form and replaced with a “comprehensive list”

¶B(4)(d) Return of Security Deposit – replaced “Inspection Form” with “Condition Report”

\*\*\* New section ¶B(10) No Subletting; subsequent ¶s renumbered

¶B(11)(b) Military Activation – now ¶B(12)(b) – added Georgia Code for reference

¶B(11)(c) Active Military – now ¶B(12)(c) – added Georgia Code for reference

\*\*\* New ¶B(12)(d) – Victim of Domestic Abuse

¶B(14) Fee to Prepare Lease Amendment – now ¶B(15) – moved subletting language to ¶B(10) No Subletting; modified language regarding fees owed to prepare lease amendment

¶B(15) Use – now ¶B(16) – added definition of guest

¶B(20) Lead-Based Paint – now ¶B(21) – updated pamphlet title and added form numbers

¶B(21)(e) Utility Connection Charge – now ¶B(22)(e) – modified language; replaced “inspection” with a reference to a “Condition Report” or “review”

¶B(22) Renewal Term – now ¶B(23) – added “percentage” to third sentence

¶C(4) Property Loss – renamed Property Loss and Personal Injury – added language to require any claims to be filed within one year

¶C(7) Destruction of Property – changed “occupants” to “occupants’ ”

¶C(11) Beware of Cyber Fraud – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent”

¶C(12) Exhibits – updated Move In/Move Out form name; added new Required Renter’s Insurance to list

## **F43 Move In/Move Out Inspection Form**

\*\*\* Renamed to Move In/Move Out Condition Report

\*\*\* Form renumbered to F910

## **F44 Rental Application**

\*\*\* Form renumbered to F901

\*\*\* Added disclaimer to the top of the first page

¶9 Commitment to Equal housing – added sexual orientation and gender identity

## **F50 Seller’s Property Disclosure Statement Exhibit**

\*\*\* Form renumbered to F301

¶D Fixtures Checklist – added language requiring replacement of a broken item to remain with property

## **F52 Seller’s Property Disclosure Statement (Condominium) Exhibit**

\*\*\* Form renumbered to F304

¶C(9)(b) Added “What is the cost?” after “If yes, is it transferable?”

¶C(9)(c) Eliminated “transfer and/or” and added “annual” before “cost”

¶D Fixtures Checklist – added language requiring replacement of a broken item to remain with property; added “w/o Freezer” after “Refrigerator”, “vanity mirror”, “(and Hardware)” after “Window Blinds”, “Window Shutters”, and “Window Draperies”, added “Generator”, “Solar Panel”, and “Well Pump”

**F55 Community Association Fees, Disclosures and Related Issues Exhibit**

\*\*\* Form renumbered to F322

¶4A Transfer and Initiation Fees – added language regarding seller paying difference if fees are not accurately disclosed

¶5 Seller Warranty – added language that fees owed are not a seller concession

**F57 Broker's Information Disclosure**

\*\*\* Form renumbered to F325

\*\*\* Changed "found out" to "learned"

**F58 42 USC §4852(d) Disclosure Information Concerning Lead Upon Transfer of Residential Property**

\*\*\* Renamed Disclosure Information Concerning Lead Upon Transfer of Residential Property – 42 U.S.C. § 4852(d)

\*\*\* Form renumbered to F319

**F63 FHA Loan Contingency Exhibit**

\*\*\* Form renumbered to F407

¶6 Use of Approved Mortgage Lender and Loan Denial Letter – in second paragraph, added "solely" and language that loan denial letter cannot be based on buyer making purchases to adversely affect debt to income ratio

**F64 Conventional Loan Contingency Exhibit**

\*\*\* Form renumbered to F404

¶6 Use of Approved Mortgage Lender and Loan Denial Letter – in second paragraph, added "solely" and language that loan denial letter cannot be based on buyer making purchases to adversely affect debt to income ratio

¶11 Appraisal Contingency – added form number after first reference to the ATSP; modified section paragraph of section regarding delivery of ATSP

\*\*\* New section ¶12 Lender Required Repairs

**F65 VA Loan Contingency Exhibit**

\*\*\* Form renumbered to F410

¶6 Use of Approved Mortgage Lender and Loan Denial Letter – in second paragraph, added "solely" and language that loan denial letter cannot be based on buyer making purchases to adversely affect debt to income ratio

¶13 Certain Repairs Paid by Seller – modified language to allow parties to negotiate to pay any excess cost of repairs

¶14 Certain Fees Paid by Seller – removed option of whether fees first come from seller's contribution; added language to address when seller's contribution at closing is zero

¶16 Public Water and Sewer – modified language to allow parties to negotiate to pay any excess cost of repairs

**F78 USDA-RD Loan Contingency Exhibit**

\*\*\* Form renumbered to F413

¶6 Use of Approved Mortgage Lender and Loan Denial Letter – in second paragraph, added "solely" and language that loan denial letter cannot be based on buyer making purchases to adversely affect debt to income ratio

**F79 All Cash Sale Exhibit**

\*\*\* Form renumbered to F401

¶1 All Cash Sale – added option to obtain non-institutional loan; added language that there is no unilateral right to extend when not obtaining a mortgage

¶2 Right to Unilaterally Extend Closing – eliminated; all subsequent ¶s renumbered

¶6(c) Rights of Buyer If Property Does No Appraise – now ¶5(c); eliminated last sentence of section

**F80 Earnest Money Held by Seller Exhibit**

\*\*\* Renamed to Earnest Money and/or Additional Earnest Money Held by Seller Exhibit

\*\*\* Form renumbered to F501

¶1 Modified to add options of payment for initial and additional earnest money. Took language from ¶1 and created new ¶2, ¶4, and ¶5

¶2 Return and Disbursement of Earnest Money now called Return of Earnest Money – renumbered to ¶3

**F81 Additional Earnest Money Held by Seller Exhibit – ELIMINATED FROM FORMS PACKAGE**

## **F84(A) Closing Attorney Acting as Holder of Earnest Money Exhibit**

- \*\*\* Form renumbered to F510
- \*\*\* Added "Agreement" to introduction
- ¶1 Closing Attorney Shall Act as Holder – language modified
- ¶2 Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of the Binding Agreement Date – now ¶3; renamed Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of Receiving Entire Contract; language modified
- ¶3 Buyer Must Deliver Purchase and Sale Agreement to Closing Attorney Within One (1) Business Day of Binding Agreement Date – now ¶2 – language modified
- \*\*\* New section ¶4 Rights and Duties of Closing Attorney Acting as Holder
- \*\*\* New section ¶5 Earnest Money Must Be Wired to Closing Attorney Acting as Holder
- ¶4 Failure of Closing Attorney to Timely Agree to Become Holder – now ¶6 – renamed Failure of Closing Attorney to Become Holder' Resignation of Holder; language modified
- ¶5 Alternate Holder – now ¶7 – language shortened since new ¶6 covers duties of alternate holder
- ¶7 Closing Attorney's Contact Information – now ¶9 – added sentence about closing attorney

## **F84(B) Agreement of Closing Attorney to Serve as Holder of Earnest Money**

- \*\*\* Form renumbered to F511
- \*\*\* Changed formatting of numbers and letters
- \*\*\* Capitalized purchase and sale agreement in introduction paragraph
- ¶A Terms of Closing Attorney Acting as Holder – now ¶1 – removed first line
- ¶A(1) Now ¶1(a) – modified language to be more comprehensive
- ¶A(2) Eliminated fee for closing attorney acting as holder; all subsequent ¶'s renumbered
- ¶A(3) Now ¶1(b) – modified language about when holders duties commence
- ¶A(6) Now ¶1(e) – modified language regarding the entire agreement
- ¶B Closing Attorney Must Agree to Become Holder Within Three (3) Days of the Binding Agreement Date – renamed Closing Attorney Must Agree to Become Holder Within Three (3) Business Days – now ¶2 – rephrased section
- ¶C Now ¶3 – rephrased section
- \*\*\* Added Date line next to Closing Attorney's Signature

## **F87 Unilateral Termination of Brokerage Engagement Agreement**

- \*\*\* Form renumbered to F155
- \*\*\* Added boxes around top option and bottom option
- \*\*\* Under "Termination by Client" added language that Client may still owe a commission to Broker
- \*\*\* Under "Termination by Broker" added line for name of client and changed "dated" to "with a Binding Agreement Date of"
- \*\*\* Under "Termination by Broker" added language that Client may still owe a commission to Broker
- \*\*\* Under "Termination by Broker" eliminated second Broker's signature line

## **F90 Sale or Lease of Buyer's Property Contingency**

- \*\*\* Form renumbered to F601
- ¶C Eliminated first sentence

## **F92 General Contingency**

- \*\*\* Form renumbered to F607
- \*\*\* Added extra Buyer's Initial Box by Kick-Out Provision

## **F103 Amendment to Remove Contingency of Sale or Lease of Buyer's Property**

- \*\*\* Form renumbered to F719
- \*\*\* Replaced "acceptance" with "receipt" in second Whereas section

## **F107 Amendment to Address Concerns with Property**

- \*\*\* Form renumbered to F704
- \*\*\* Removed "and" from the end of the first paragraph and added "(("Agreement"))".
- \*\*\* Added "the remainder of" before "Buyer's Due Diligence Period" in second paragraph
- \*\*\* Eliminated parenthetical in second paragraph

## **F108 Amendment to Sales Price**

- \*\*\* Form renumbered to F713
- \*\*\* Removed second and third "whereas" sections
- ¶1 Eliminated
- ¶3 Eliminated
- \*\*\* Added new section regarding appraisal contingency

## **F110 Amendment to Lease Agreement**

- \*\*\* Form renumbered to F925
- \*\*\* Move “Rent is hereby amended...” option to be the first option in list and added “beginning \_\_\_\_\_”

## **F126 Buyer’s Authorization to Make Repairs and/or Improvements Prior to Closing Amendment**

- \*\*\* Renamed “Amendment to Authorize Buyer to Make Repairs and/or Improvements Prior to Closing”
- \*\*\* Form renumbered to F725

## **F140 Temporary Occupancy Agreement for Seller After Closing**

- \*\*\* Form renumbered to F219
- \*\*\* Modified introduction language
- ¶1 Modified language of Temporary Occupancy Period to match purchase and sale agreement language
- ¶4 Removed “During the Temporary Occupancy Period”
- ¶5 Removed “during the Temporary Occupancy Period”
- ¶6 Removed both “during the Temporary Occupancy Period”
- ¶7 Removed “during the Temporary Occupancy Period”
- ¶8 Removed “during the Temporary Occupancy Period”
- \*\*\* New ¶9 to address Buyer’s right to access property; all subsequent ¶s renumbered

## **F142 Agreement to Keep Offers Confidential**

- \*\*\* Form renumbered to F822
- ¶4 Removed “the” before “their”

## **F920 Required Renter’s Insurance Exhibit – NEW FORM**

### **CF1 Commercial Exclusive Seller Listing Agreement**

- \*\*\* Form renumbered to CF01
- ¶B(2)(a) Added title to section; added language that the agreement extends until closing if under contract
- ¶B(2)(b) Extension – added language requiring written notice to extend
- ¶B(9)(b) Dual Agency Disclosure – added new subsection (6) regarding client’s consent to dual agency
- ¶C(6) Beware of Cyber-Fraud – replaced “wiring” with “sending or receiving”; replaced “fake” with “fraudulent”

### **CF2 Commercial Purchase and Sale Agreement**

- \*\*\* Form renumbered to CF04
- ¶C(3) Other Provisions – reordered subsections to now be listed alphabetically
- ¶C(3)(h) Binding Agreement Date – now ¶C(3)(j) – retitled to Notice of Binding Agreement Date
- ¶C(3)(m) No Authority to Bind – now ¶C(3)(h) – added language that either broker may fill in Binding Agreement Date Box; added language about how to resolve disputes over Binding Agreement Date
- \*\*\* New section ¶C(4) Definitions; subsequent ¶’s renumbered
- ¶C(4) Beware of Cyber Fraud – now ¶C(5) – changed “wiring” to “sending or receiving”; replaced “fake” with “fraudulent”

### **CF6 Exhibit “D” to Commercial Purchase and Sale Agreement**

- \*\*\* Form renumbered to CF22
- \*\*\* In instructions, changed “apart” to “a part”

### **CF7 Commercial Open Listing Agreement (For Leases)**

- \*\*\* Form renumbered to CF25
- ¶9 Dual Agency Disclosure – added new subsection (F) regarding client’s consent to dual agency
- ¶23 Beware of Cyber-Fraud – replaced “wiring” with “sending or receiving”; replaced “fake” with “fraudulent”

### **CF8 Commercial Exclusive Leasing/Management Agreement**

- \*\*\* Form renumbered to CF28
- ¶13 Dual Agency Disclosure – added new subsection (F) regarding client’s consent to dual agency
- ¶27 Beware of Cyber-Fraud – replaced “wiring” with “sending or receiving”; replaced “fake” with “fraudulent”

### **CF9 Commercial Lease Agreement (Single-Tenant Facilities)**

- \*\*\* Form renumbered to CF31
- ¶14 Default – modified language to eliminate subsection
- ¶27 Beware of Cyber-Fraud – replaced “wiring” with “sending or receiving”; replaced “fake” with “fraudulent”



## **CF10 Commercial Lease Agreement (Multi-Tenant Facilities)**

\*\*\* Form renumbered to CF34

¶14 **Default** – modified language to eliminate subsection

¶27 **Beware of Cyber-Fraud** – replaced “wiring” with “sending or receiving”; replaced “fake” with “fraudulent”

## **CF12 Commercial Sublease Agreement**

\*\*\* Form renumbered to CF40

¶20 **Beware of Cyber-Fraud** – replaced “wiring” with “sending or receiving”; replaced “fake” with “fraudulent”

## **CO13 Acknowledgement of Person Contributing Earnest Money on Behalf of Buyer**

\*\*\* Form renumbered to F525

\*\*\* Added “Print Name” lines under Signature lines

## **L1 Licensing Agreement**

\*\*\* Intro section – changed all “2018” to “2019”

¶1A Changed “2018” to “2019” and changed “2019” to “2020”

¶1C Changed “2018” to “2019”

¶1M Removed second “or real estate assistant” in last sentence

FOR TRAINING ONLY