

HIGHLIGHTS OF 2017 CHANGES TO THE TBR CONTRACT FOR SALE AND PURCHASE

Revisions likely to impact your practice are highlighted below. Most revisions that are primarily housekeeping are not included in this summary, and you'll note that several paragraphs shown as 'new text' were simply moved from one section to another.

Clause 3, Closing and Possession: Consolidated provisions related to Seller's responsibilities of maintenance prior to and at closing. Most of this language was moved from another section of the Contract.

--Stipulates that Seller will leave utilities on and maintain property until closing.

Clause 4, Purchase Price; Method of Payment: Added cash as a method of payment.

Clause 5, Expenses: Added HOA fees to Buyer & Seller expenses. Provided a line for indicating the closing agent & survey, if known. And alphabetized the list.

Clause 6, Personal Property: Added Surveillance Equipment and alphabetized the list. The list matches, the Listing Agreement, Sellers Disclosure and the MLS input.

Clause 7, Additional Provisions of Method of Payment: Added a checkbox for Cash & checkboxes to indicate whether Proof of Funds accompanies the offer or will be provided within ____ days.

Clause 8, Provides that if an appraisal sets forth a value or terms different from the Contract, the Seller has the option to meet the price & terms of the appraisal before the Buyer is given the option to terminate. Applies this same option--but only with regard to repairs, not value--to FHA, VA, etc. loans. (FHA & VA Amendatory clauses govern value.)

Clause 11, Inspections: Rolled the WDO inspection into the general inspection clause as an option for the Buyer. Clarified that Buyer is responsible for the cost of all inspections. Removed all warranted and non-warranted language and simply stipulated an amount the Seller is willing to pay for repairs requested by the Buyer. Replacing Notification of Repairs form with new form, Request for Repairs. Three options in the standard language:

- A. As is, with right to inspect
- B. Seller agrees to pay repair costs not to exceed \$XXX
- C. As is, and waives right to inspect

Clause 16, A, Permits: Moved language from Clause 17.

C., Building Energy Efficiency: Removed the initial requirement.

J., Added polybutelene pipes

L, Restrictive Covenants/Homeowners Association/Community Disclosure: Changed language to match mandatory disclosure

Clause 17, Uncontrollable Events/Risk of Loss: Moved language from Clause 3 to Clause 17.

Clause 20, Addendum: Added, FHA/VA Amendatory Clause and Real Estate Certificate to the list of common addenda.

Clause 22, Notifications: Clarified that electronic signatures are acceptable.

Clause 23, Time for Response; Contract Date: Clears up language to read that the date and time are the time for the response from the Seller. Not a deadline to have a final contract.

Added new form, Request for Repairs: Used when Buyer and Seller agree to utilize Clause 11, B, Seller agrees to pay repair costs not to exceed \$XXX. The form formalizes communications between the parties.

Modified Counter Offer form: Added check boxes for the most frequently used terms that are countered:

- Price
- Closing Date
- Included Items
- Excluded Items

All other terms will be enumerated on the blank lines.