

2022 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' (2021) form.

CB04 Lead-Based Paint Pamphlet

*** Updated to most recent EPA brochure – March 2021

CB13 Protect Yourself When Buying Real Property

*** Added language regarding types of testing under *Thoroughly investigate the property.*

F101 Exclusive Seller Brokerage Engagement Agreement

- ¶A(4)(c) Commission Adjustment to Cooperating Broker – added form number to additional pages attached
- ¶A(6) Agency and Brokerage – separated into subsections; added additional language about Seller consenting to dual agency
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(4) Commission – new subsection (c)
- ¶B(5) Protected Period – removed definition of seller and buyer (added definition under Miscellaneous)
- *** New Definition of Seller and Buyer subsection ¶C(6)(e); subsequent ¶s renumbered
- ¶C(6)(h) Governing Law and Interpretation – now ¶C(6)(i); added “held”
- ¶C(7)(a)(1) Broker's Duties to Seller – corrected “state” to “stated”
- ¶C(7)(b) Changed “licensee” to “licensees”
- *** Added form number to Additional Special Stipulations checkbox

F104 Non-Exclusive Seller Brokerage Engagement Agreement

- ¶A(4)(c) Commission – corrected “Section A.5(b)” to “Section A.4(b)”; added form number to additional pages attached
- ¶A(6) Protected Period – corrected numbering to ¶A(5); subsequent ¶s renumbered
- ¶A(7) Agency and Brokerage – now ¶A(6); separated into subsections; added additional language about Seller consenting to dual agency
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(5) Protected Period – removed definition of seller and buyer (added definition under Miscellaneous)
- *** New Definition of Seller and Buyer subsection ¶C(6)(f); subsequent ¶s renumbered
- ¶C(6)(i) Governing Law and Interpretation – now ¶C(6)(j); added “held”
- ¶C(7)(a)(1) Broker's Duties to Seller – corrected “state” to “stated”
- ¶C(7)(b) Changed “licensee” to “licensees”
- ¶C(8)(c) Changed “licenses” to “licensees”
- *** Added form number to Additional Special Stipulations checkbox

F107 Authorization to Show Unlisted Property

- ¶16 Governing Law and Interpretation – added “held”
- *** Added form number to Additional Special Stipulations checkbox

F110 Exclusive Buyer Brokerage Engagement Agreement

- ¶A(3) Agency and Brokerage – separated into subsections; added additional language about Buyer consenting to dual agency
- ¶A(4) Commission – modified ¶A(4)(a) and ¶A(4)(b); combined ¶A(5) and ¶A(6) to ¶A(4)(c) and ¶A(4)(d)
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(1) Exclusive Buyer Brokerage Engagement Agreement – added “as”
- ¶B(4)(a) Broker's Entitlement to Commission – retitled Buyer's Commission Obligations in Purchasing Real Property – language changed
- ¶B(4)(b) Seller Normally Pays Commission – section eliminated; subsequent ¶s renumbered
- ¶B(5) Separate Commission on Lease – now ¶B(4)(c); added “real”; removed “either”
- ¶B(6) Protected Period – now ¶B(4)(d); removed definition of buyer (updated definition under Miscellaneous)
- *** New Buyer Buying Sight Unseen subsection ¶C(7)(e)
- *** New Definition of Buyer and Seller subsection ¶C(7)(f); subsequent ¶s renumbered
- ¶C(7)(j) Governing Law and Interpretation – added “held”
- ¶C(8) Buyer Default – added language regarding unpaid portions; changed “a commission” to “its Commission” in subsections ¶C(8)(a) and ¶C(8)(b); added new subsection (d)
- *** Added form number to Additional Special Stipulations checkbox

F113 Non-Exclusive Buyer Brokerage Engagement Agreement

- ¶A(3) Agency and Brokerage – added additional language about Buyer consenting to dual agency
- ¶A(4) Commission – modified ¶A(4)(a) and ¶A(4)(b); combined ¶A(5) and ¶A(6) to ¶A(4)(c) and ¶A(4)(d)
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(1) Non-Exclusive Buyer Brokerage Engagement Agreement – added “as”
- ¶B(4)(a) Broker’s Entitlement to Commission – retitled Buyer’s Commission Obligations in Purchasing Real Property – language changed
- ¶B(4)(b) Seller Normally Pays Commission – section eliminated; subsequent ¶s renumbered
- ¶B(5) Separate Commission on Lease – now ¶B(4)(c); added “real”; removed “either”
- ¶B(6) Protected Period – now ¶B(4)(d); removed definition of buyer (updated definition under Miscellaneous)
- *** New Buyer Buying Sight Unseen subsection ¶C(7)(e)
- *** New Definition of Buyer and Seller subsection ¶C(7)(f); subsequent ¶s renumbered
- ¶C(7)(j) Governing Law and Interpretation – added “held”
- ¶C(8) Buyer Default – added language regarding unpaid portions; changed “a commission” to “its Commission” in subsections ¶C(8)(a) and ¶C(8)(b); added new subsection (d)
- *** Added form number to Additional Special Stipulations checkbox

F116 Agreement to Work With Buyer As a Customer

- *** Added form number to Additional Special Stipulations checkbox

F122 Exclusive Leasing Listing Agreement

- ¶14(G) Governing Law and Interpretation – added “held”
- *** Added form number to Additional Special Stipulations checkbox

F125 Non-Exclusive Leasing Listing Agreement

- ¶14(G) Governing Law and Interpretation – added “held”
- *** Added form number to Additional Special Stipulations checkbox

F128 Exclusive Leasing/Management Agreement

- ¶32 Governing Law and Interpretation – added “held”
- *** Added form number to Additional Special Stipulations checkbox

F134 Exclusive Tenant Brokerage Agreement

- ¶19 Governing Law and Interpretation – added “held”
- *** Added form number to Additional Special Stipulations checkbox

F137 Non-Exclusive Tenant Brokerage Agreement

- ¶19 Governing Law and Interpretation – added “held”
- *** Added form number to Additional Special Stipulations checkbox

F201 Purchase and Sale Agreement

- ¶A(5) Holder of Earnest Money – moved to ¶A(6)
- ¶A(6) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶A(5); added phone number
- ¶A(8)(b)(2) Option Payment for Due Diligence Period – added “directly to”; added “ACH” option
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(1)(b) Examination – added “or” after “and”
- ¶B(5) Holder of Earnest Money – moved to ¶B(6); added introduction sentences
- ¶B(6) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶B(5)
- ¶C(1)(b) Delivery of Notice – added language that notice occurs via email even if not opened
- ¶C(1)(c) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened
- ¶C(4)(h) Governing Law and Interpretation – added “held”
- ¶C(4)(i) No Authority to Bind – language modified
- ¶C(4)(j) Notice of Binding Agreement Date – added additional language regarding intent of section
- ¶C(4) Other Provisions – new sections “Objection to Binding Agreement Date” ¶C(4)(k) and “Rules for Interpreting this Agreement” ¶C(4)(l); subsequent subsections renumbered
- ¶C(5) Definitions – new section for definition of “Day” ¶B(5)(e); subsequent subsections renumbered
- ¶C(8) Exhibits and Addenda – removed language about conflicts with other paragraphs; removed one of the “Other” lines
- *** Special Stipulations – modified language; added form number to Additional Special Stipulations checkbox

F210 Lot Purchase and Sale Agreement

- ¶A(5) Holder of Earnest Money – moved to ¶A(6)
- ¶A(6) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶A(5); added phone number
- ¶A(8)(b)(2) Option Payment for Due Diligence Period – added “directly to”; added “ACH” option
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(1)(b) Examination – added “or” after “and”
- ¶B(5) Holder of Earnest Money – moved to ¶B(6); added introduction sentences
- ¶B(6) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶B(5)
- ¶C(1)(b) Delivery of Notice – added language that notice occurs via email even if not opened
- ¶C(1)(c) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened
- ¶C(4)(h) Governing Law and Interpretation – added “held”
- ¶C(4)(i) No Authority to Bind – language modified
- ¶C(4)(j) Notice of Binding Agreement Date – added additional language regarding intent of section
- ¶C(4) Other Provisions – new sections “Objection to Binding Agreement Date” ¶C(4)(k) and “Rules for Interpreting this Agreement” ¶C(4)(l); subsequent subsections renumbered
- ¶C(5) Definitions – new section for definition of “Day” ¶B(5)(e); subsequent subsections renumbered
- ¶C(8) Exhibits and Addenda – removed language about conflicts with other paragraphs; removed one of the “Other” lines
- *** Special Stipulations – modified language; added form number to Additional Special Stipulations checkbox

F213 Land Purchase and Sale Agreement

- ¶A(6) Holder of Earnest Money – moved to ¶A(7)
- ¶A(7) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶A(6); added phone number
- ¶A(9)(b)(2) Option Payment for Due Diligence Period – added “directly to”; added “ACH” option
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(1)(b) Examination – added “or” after “and”
- ¶B(4)(c) Prorations – added language regarding preferential tax treatment
- ¶B(6) Holder of Earnest Money – moved to ¶B(7); added introduction sentences
- ¶B(7) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶B(6)
- ¶C(1)(b) Delivery of Notice – added language that notice occurs via email even if not opened
- ¶C(1)(c) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened
- ¶C(4)(h) Governing Law and Interpretation – added “held”
- ¶C(4)(i) No Authority to Bind – language modified
- ¶C(4)(j) Notice of Binding Agreement Date – added additional language regarding intent of section
- ¶C(4) Other Provisions – new sections “Objection to Binding Agreement Date” ¶C(4)(k) and “Rules for Interpreting this Agreement” ¶C(4)(l); subsequent subsections renumbered
- ¶C(5) Definitions – new section for definition of “Day” ¶B(5)(e); subsequent subsections renumbered
- ¶C(8) Exhibits and Addenda – removed language about conflicts with other paragraphs
- *** Special Stipulations – modified language; added form number to Additional Special Stipulations checkbox

F219 Temporary Occupancy Agreement for Seller After Closing Exhibit

- ¶1 Reworded first sentence of section
- ¶8 Added language that buyer is responsible for repairs as new owners
- ¶10 Replaced “a per day” with “holdover”
- *** Added form number to Additional Special Stipulations checkbox

F222 Temporary Occupancy Agreement for Buyer Prior to Closing Exhibit

- *** New ¶15; subsequent ¶s renumbered
- *** Added form number to Additional Special Stipulations checkbox

F228 New Construction Purchase and Sale Agreement

- ¶A(6) Holder of Earnest Money – moved to ¶A(7)
- ¶A(7) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶A(6); added phone number
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(1)(b) Examination – added “or” after “and”
- ¶B(6) Holder of Earnest Money – moved to ¶B(7); added introduction sentences
- ¶B(7) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶B(6)
- ¶C(3)(b) Delivery of Notice – added language that notice occurs via email even if not opened
- ¶C(3)(c) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened
- ¶C(7)(i) Governing Law and Interpretation – added “held”
- ¶C(7)(j) No Authority to Bind – language modified
- ¶C(7)(k) Notice of Binding Agreement Date – added additional language regarding intent of section
- ¶C(7) Other Provisions – new sections “Objection to Binding Agreement Date” ¶C(4)(l) and “Rules for Interpreting this Agreement” ¶C(4)(m); subsequent subsections renumbered
- ¶C(8) Definitions – new section for definition of “Day” ¶C(8)(e); subsequent subsections renumbered
- ¶C(11) Exhibits and Addenda – removed language about conflicts with other paragraphs; removed one of the “Other” lines
- *** Special Stipulations – modified language; added form number to Additional Special Stipulations checkbox

F240 Option Agreement

- *** Introduction section eliminated
- *** Removed “Witneseth”
- *** Modified and added language regarding the option agreement
- *** Added option for option consideration to be credited to purchase price
- *** Added language that broker’s option fee is in addition to commissions that may be paid
- *** Added miscellaneous language regarding terms of the contract

F243 Option Agreement to Purchase Leased Property Exhibit

- ¶B(3) Added introduction sentences
- ¶B(6) Closing Attorney/Law Firm – retitled Closing Law Firm
- ¶B(7)(b) Examination – added “or” after “and”
- ¶B(13)(b) Delivery of Notice – added language that notice occurs via email even if not opened
- ¶B(13)(c) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened
- ¶B(15)(g) Governing Law and Interpretation – added “held”
- ¶B(15)(h) No Authority to Bind – language modified
- ¶B(15)(i) Notice of Binding Agreement Date – added additional language regarding intent of section
- ¶B(15) Other Provisions – new sections “Objection to Binding Agreement Date” ¶15(j) and “Rules for Interpreting this Agreement” ¶15(k); subsequent subsections renumbered
- ¶B(20) Exhibits and Addenda – removed language about conflicts with other paragraphs; removed one of the “Other” lines
- *** Special Stipulations – modified language; added form number to Additional Special Stipulations checkbox

F249 Counteroffer to or Modification of the Unaccepted Original Offer

- ¶E Closing Attorney/Law Firm – retitled Closing Law Firm

F252 Walk Through List

- *** Added form number to Additional Pages checkbox

F255 Instructions to Closing Attorney

- *** Added form number to Special Stipulations checkbox

F258 Co-op Commission Agreement

- *** Added form number to Special Stipulations checkbox

F264 Reminder of Important Dates in the Purchase and Sale Agreement

- *** Changed “Selling Agent” and “Listing Agent” to “Buyer’s Agent” and “Seller’s Agent”

F273 Property Sold with Right to Request Repairs Exhibit

- ¶2 Added additional language at end of section regarding buyer being unable to use exhibit to terminate agreement under certain circumstances

F279 Assignment of Purchase and Sale Agreement Rights

- *** Removed "Witnesseth"
- *** Added "s" to "right"
- ¶1 Added title; added "s" to "right"
- ¶2 Added title; removed line to write out price
- ¶3 Added title; changed "it" to "Assignee"; rephrased section
- ¶4 Added title; removed "each to the other"; added language regarding the Assignor having the right to assign
- ¶5 Added title; modified language
- ¶6 Added title; removed both references to "affiliated licensee"; changed these references "Buyer's Broker" to "Assignor's broker" in second paragraph; removed line to write out price; removed "represents the amount"; added first parenthesis "(" to close parenthesis; added "s" after "Assignee"
- ¶7 Added title
- *** Added new ¶8
- *** Removed reference to under seal
- *** Added lines for brokers
- *** Removed "Consent to Assignment" section
- *** Added Acceptance Date box

F285 Notice to Withdraw Offer

- *** Rephrased introduction

F289 Request for Confirmation of Presentation of Offer/Counteroffer

- *** Added new NAR Standard of Practice 1-8
- *** Corrected "Affiliate" to "Affiliated" under Signature of Responding Broker

F301 Seller's Property Disclosure Statement Exhibit

- ¶C(5)(e) Systems and Components – corrected subsection numbering – now ¶C(5)(d); subsequent subsections renumbered
- ¶C(5)(i) Systems and Components – now ¶C(5)(h); replaced "solar systems" with "alternate energy source systems"
- ¶C(6) Sewer/Plumbing Related Items – added question about date of service of well; subsequent subsections renumbered
- ¶C(6)(c) Sewer/Plumbing Related Items – now ¶C(6)(d); added date of testing if well water
- ¶C(6)(g) Sewer/Plumbing Related Items – now ¶C(6)(h) removed "please"
- ¶C(10) Termites, Dry Rot, Pests and Wood Destroying Organisms – new subsection (a); subsequent subsections renumbered
- ¶C(10)(a) Termites, Dry Rot, Pests and Wood Destroying Organisms – now ¶C(10)(b); rephrased question
- ¶C(10)(c) Termites, Dry Rot, Pests and Wood Destroying Organisms – removed subsection (c) as they are redundant questions
- ¶C(14)(a) Agricultural Disclosure – added "the" before "Property"
- ¶C(14) Agricultural Disclosure – added new subsection question

F304 Seller's Property Disclosure Statement (Condominium) Exhibit

- ¶A(3) Updated instructions
- ¶C(4)(i) Systems and Components – replaced "solar systems" with "alternate energy source systems"
- ¶C(5) Sewer/Plumbing Related Items – added question about date of service of well; subsequent subsections renumbered
- ¶C(5)(c) Sewer/Plumbing Related Items – now ¶C(5)(d); added date of testing if well water
- ¶C(5)(g) Sewer/Plumbing Related Items – now ¶C(5)(h) removed "please"
- ¶C(9) Termites, Dry Rot, Pests and Wood Destroying Organisms – new subsection (a); subsequent subsections renumbered
- ¶C(9)(a) Termites, Dry Rot, Pests and Wood Destroying Organisms – now ¶C(10)(b); rephrased question
- ¶C(9)(c) Termites, Dry Rot, Pests and Wood Destroying Organisms – removed subsection (c) as they are redundant questions
- ¶C(14)(a) Agricultural Disclosure – added "the" before "Property"
- ¶C(14) Agricultural Disclosure – added new subsection question

F307 Seller's Property Disclosure Statement (Land/Lot) Exhibit

- ¶A(3) Updated instructions
- ¶C Sellers Disclosures – changed to Seller Disclosures
- ¶C(7)(a) Agricultural Disclosure – added "the" before "Property"
- ¶C(7) Agricultural Disclosure – added new subsection question

F310 Seller's Property Disclosure Statement (New Construction) Exhibit

- ¶A(3) Updated instructions
- ¶C Sellers Disclosures – changed to Seller Disclosures
- ¶C(5) Sewer/Plumbing Related Items – added question about date of service of well; subsequent subsections renumbered
- ¶C(5)(c) Sewer/Plumbing Related Items – added date of testing if well water
- ¶C(10)(a) Agricultural Disclosure – added "the" before "Property"
- ¶C(10) Agricultural Disclosure – added new subsection question

F316 Lead-Based Paint Exhibit

*** Added Brokerage lines

F322 Community Association Disclosure Exhibit

¶1 Removed ¶ number; changed section title to Directions For Filling Out this Community Association Disclosure (“Disclosure”); modified language slightly

*** New section Buyer’s Use of Community Association Disclosure

*** Separated the blanks and the explanations into Sections A and B

¶1(B) Other Mandatory Billed Association Fees – removed

¶2(E)(2)(ii) For Common Elements – now ¶A(7)(b)

¶2(F) Special Assessments – moved to ¶B(4)

¶2(F)(iii)(c) Now ¶A(4)(d); added sentence requiring seller to notify buyer of passage of special assessments

¶2(G) Litigation – now ¶A(8)

¶2(H) Violations – now ¶A(9)

¶3(A) Disclosure Regarding Fees – now ¶B(3)(a)

¶3(B) Account Statement or Clearance Letter – now ¶B(3)(d)

¶3(C) Transfer, Initiation, and Administrative Fees – part of section moved to ¶B(5)(a) and part of section moved to ¶B(5)(b)

¶3(D) Fees and Special Assessments – part of section moved to ¶B(3)(c) and part of section moved to ¶B(5)(b)

¶3(E) Pre-Paid Regular Assessments and Buyer Move-In Fees – moved to ¶B(3)(b)

¶4 Consent of Buyer to Reveal Information to Association – moved to ¶B(2)(a)

*** Replaced initial lines with signature lines

F325 Broker’s Information Disclosure

*** Added form number to Additional pages checkbox

F401 All Cash Sale Exhibit

¶5(A) Type of Appraisal – updated “O.C.G.A. § 43-39A-2(13)” to “O.C.G.A. § 43-39A-2(24)”

F404 Conventional Loan Contingency Exhibit

¶6 Use of Approved Mortgage Lender and Loan Denial Letter – added new subsections (e) and (f) for what loan denial letter may not be based upon

F407 FHA Loan Contingency Exhibit

¶6 Use of Approved Mortgage Lender and Loan Denial Letter – removed “or” after subsection (b); added new subsection (e)

¶21 Exhibit Controls – Eliminated section; subsections renumbered

F410 VA Loan Contingency Exhibit

¶6 Use of Approved Mortgage Lender and Loan Denial Letter – removed “or” after subsection (b); added new subsections (e)

¶13 Certain Repairs Paid by Seller – added language that buyer is entitled to return of earnest money

¶17 Exhibit Controls – Eliminated section

F413 USDA-RD Loan Contingency Exhibit

¶6 Use of Approved Mortgage Lender and Loan Denial Letter – removed “or” after subsection (b); added new subsections (e) and (f) for what loan denial letter may not be based upon

F416 Loan Assumption Exhibit

¶7(A) Type of Appraisal – updated “O.C.G.A. § 43-39A-2(13)” to “O.C.G.A. § 43-39A-2(24)”

F422 Seller Financing (First Mortgage) Exhibit

¶10(A) Type of Appraisal – updated “O.C.G.A. § 43-39A-2(13)” to “O.C.G.A. § 43-39A-2(24)”

F425 Seller Financing (Second Mortgage) Exhibit

¶11(A) Type of Appraisal – updated “O.C.G.A. § 43-39A-2(13)” to “O.C.G.A. § 43-39A-2(24)”

F428 Seller Financing (Third Mortgage) Exhibit

¶10(A) Type of Appraisal – updated “O.C.G.A. § 43-39A-2(13)” to “O.C.G.A. § 43-39A-2(24)”

F431 Seller Financing (Wrap Around Mortgage) Exhibit

¶13(A) Type of Appraisal – updated “O.C.G.A. § 43-39A-2(13)” to “O.C.G.A. § 43-39A-2(24)”

F507 Earnest Money Transfer to Seller Amendment

¶2(B) Changed "insure" to "ensure"

F601 Sale or Lease of Buyer's Property Contingency Exhibit

¶4 Changed "referenced" to "selected"

F607 General Contingency Exhibit

¶A Language modified; modified to add checkboxes to allow the contingency to be used by buyer or seller

F701 Amendment to Agreement

*** Added form number to Additional pages checkbox

F704 Amendment to Address Concerns with Property

*** Added form number to Additional pages checkbox

F707 Amendment to Remove Contingency

*** Added form number to Additional pages checkbox

F716 Amendment to Change Closing/Possession Date

*** Added form number to Additional pages checkbox

F722 Amendment to Remove Inspection Contingency

*** Added form number to Additional pages checkbox

F725 Amendment to Authorize Buyer to Make Repairs and/or Improvements Prior to Closing

*** Added form number to Additional pages checkboxes

F728 Amendment to Brokerage Engagement

*** Added form number to Additional pages checkbox

F731 New Construction Change Order(s) Amendment

¶1 Added additional change boxes

*** Added form number to Additional pages checkbox

F733 Binding Agreement Date Confirmation Amendment – NEW FORM

F837 Estimate of Net to Seller

*** New ¶19 HOA Closing Fees; subsequent ¶s renumbered

¶27 Estimate of Net to Seller – now ¶28; updated line numbers for final total

F840 Estimate of Cost to Buyer

*** New items under Miscellaneous Charges; subsequent items renumbered

F846 Referral Agreement (Broker to Builder)

*** Removed "or Broker's Affiliated Licensee" and "or Builder's Agent" from By lines

F907 Owner's Property Disclosure Statement Exhibit

¶A(3) Updated instructions

¶C(4) Sewer/Plumbing Related Items – added question about date of service of well; subsequent subsections renumbered

¶C(4)(c) Sewer/Plumbing Related Items – now ¶C(5)(d); added date of testing if well water

¶C(4)(g) Sewer/Plumbing Related Items – now ¶C(5)(h) removed "please"

¶C(9)(a) Agricultural Disclosure – added "the" before "Property"

¶C(9) Agricultural Disclosure – added new subsection question

*** Added form number to Additional pages checkbox

F913 Lease for Residential Property

- ¶A(13) Early Termination by Landlord – rephrased to allow for negotiation for landlord to have right to early terminate
- ¶B(13) Early Termination by Landlord – added language regarding if landlord has the right to early terminate
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(5)(c) Delivery of Notice – added language that notice occurs via email even if not opened
- ¶B(5)(d) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened
- ¶B(22)(c) Denial of Access, Right of Access, Signage – added language that visitors may take photos of premises
- *** Added form number to Special Stipulations checkbox

F916 Lease for Lease/Purchase Agreement Exhibit

- ¶A(13) Early Termination by Landlord – rephrased to allow for negotiation for landlord to have right to early terminate
- ¶B(13) Early Termination by Landlord – added language regarding if landlord has the right to early terminate
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(5)(b) Delivery of Notice – added language that notice occurs via email even if not opened
- ¶B(5)(c) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened
- *** Added form number to Special Stipulations checkbox

F918 Lead-Based Paint Exhibit (Leases)

- *** Flipped Signature lines
- *** Added Brokerage lines

F925 Amendment to Lease Agreement

- *** Added form number to Additional pages checkbox

F934 Leasing Commission Confirmation Agreement

- *** Added form number to Special Stipulations checkbox

CF01 Commercial Exclusive Seller Brokerage Engagement Agreement

- ¶A(6) Agency and Brokerage – separated into subsections; added additional language about Seller consenting to dual agency
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(4) Commission – new subsection (c)
- ¶B(5) Protected Period – removed definition of seller and buyer (added definition under Miscellaneous)
- *** New Definition of Seller and Buyer subsection ¶C(5)(e); subsequent ¶s renumbered
- ¶C(5)(h) Governing Law and Interpretation – now ¶C(5)(i); added “held”
- ¶C(6)(c) Seller Default – changed “licensee” to “licensees”
- *** Added form number to Additional Special Stipulations checkbox
- *** Added extra page for Exhibit A Legal Description

CF04 Commercial Purchase and Sale Agreement

- ¶A(5) Holder of Earnest Money/Escrow Agent (“Holder”) – moved to ¶A(6)
- ¶A(6) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶A(5); added phone number
- ¶B Now titled “Further Explanations to Corresponding Paragraphs in Section A”
- ¶B(1)(b) Examination – added “or” after “and”
- ¶B(5) Holder of Earnest Money – moved to ¶B(6); added introduction sentences
- ¶B(6) Closing Attorney/Law Firm – retitled Closing Law Firm; now ¶B(5)
- ¶C(1)(b) Delivery of Notice – added language that notice occurs via email even if not opened
- ¶C(1)(c) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened
- ¶C(5)(g) Governing Law and Interpretation – added “held”
- ¶C(5)(h) No Authority to Bind – language modified
- ¶C(5)(i) Notice of Binding Agreement Date – added additional language regarding intent of section
- ¶C(5) Other Provisions – new sections “Objection to Binding Agreement Date” ¶C(4)(j) and “Rules for Interpreting this Agreement” ¶C(4)(l); subsequent subsections renumbered
- ¶C(6) Definitions – new section for definition of “Day” ¶B(5)(e); subsequent subsections renumbered
- ¶C(9) Exhibits and Addenda – removed language about conflicts with other paragraphs
- *** Special Stipulations – modified language; added form number to Additional Special Stipulations checkbox

CF24 Exclusive Commercial Leasing Listing Agreement

- ¶4 Agency and Brokerage – separated into subsections; added additional language about Owner consenting to dual agency
- *** Added form number to Additional Special Stipulations checkbox

CF25 Commercial Open Listing Agreement (For Leases)

¶22 Governing Law and Interpretation – added “held”
*** Added form number to Additional Special Stipulations checkbox

CF28 Exclusive Leasing/Management Agreement

¶26 Governing Law and Interpretation – added “held”
*** Added form number to Additional Special Stipulations checkbox

CF31 Commercial Lease Agreement (Single-Tenant Facilities)

¶26(I) Notices – ¶26(I)(2) Delivery of Notice – added language that notice occurs via email even if not opened; ¶26(I)(3) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened

¶26(J) Governing Law and Interpretation – added “held”
*** Added form number to Additional Special Stipulations checkbox

CF34 Commercial Lease Agreement (Multi-Tenant Facilities)

¶27(I) Notices – ¶27(I)(2) Delivery of Notice – added language that notice occurs via email even if not opened; ¶27(I)(3) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened

¶27(J) Governing Law and Interpretation – added “held”
*** Added form number to Additional Special Stipulations checkbox

CF37 Commercial Lease Agreement Amendment

*** Added form number to Additional pages checkbox

CF40 Commercial Sublease Agreement

¶18(J) Notices – ¶18(J)(2) Delivery of Notice – added language that notice occurs via email even if not opened; ¶18(J)(3) When Broker Authorized to Accept Notice for Client – added “Is” to title; added language that broker is agent for limited purpose of receiving notice and that notice occurs via email even if not opened

¶18(K) Governing Law and Interpretation – added “held”
*** Added form number to Additional Special Stipulations checkbox

CF46 Commercial Lease Guaranty

*** Added form number to Special Stipulations checkbox

CF52 Commercial Lease Commission Assumption Agreement

*** Added form number to Special Stipulations checkbox
*** Signature lines – removed “s” from second seller signature line

CF58 Commercial Letter of Intent (For Purchase of Property)

*** Added form number to Additional pages checkbox

CF61 Commercial Letter of Intent (For Lease of Property)

*** Added form number to Additional pages checkbox

CO16 Referral Agreement (Broker to Broker)

*** Removed “or Broker’s Affiliated Licensee” from By lines

SS220 Buyer Warrants that Use of Land Will Qualify for Preferential Tax Treatment – NEW SPECIAL

SS317 Repairs made by Seller During the Transaction – NEW SPECIAL STIPULATION

SS611 Seller Consents to Assignment of Purchase and Sale Agreement – NEW SPECIAL STIPULATION