

# EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

1 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and  
2 sufficiency of which is hereby acknowledged,

3 \_\_\_\_\_ (hereinafter referred to as "Owner"),  
4 and \_\_\_\_\_ as broker/firm and its affiliated  
5 licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Exclusive Property Management Agreement  
6 ("Agreement"), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date").

7 **WHEREAS, Owner owns that certain real estate property described as follows:** All that tract of land known as:  
8 150 Ralls Street \_\_\_\_\_ (Address),  
9 Gallatin \_\_\_\_\_ (City), Tennessee, 37066 \_\_\_\_\_ (Zip), as recorded in \_\_\_\_\_  
10 County Register of Deeds Office, \_\_\_\_\_ deed book(s) \_\_\_\_\_ page(s) and/or  
11 \_\_\_\_\_ instrument number, and further described as:

12 \_\_\_\_\_  
13 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the  
14 "Property."

15 **1. TERM.** Broker shall have the exclusive right to manage the Property for the period of \_\_\_\_\_  
16 beginning on \_\_\_\_\_, \_\_\_\_\_ and shall continue through and including \_\_\_\_\_,  
17 ("Agreement Term"). If either party does not provide written notice of termination 30 days prior to the end of the  
18 Agreement Term, the Agreement shall continue and may only be terminated with 30 days' written notice from either party.  
19 If Owner terminates this Agreement without legally sufficient cause or Broker terminates this Agreement with legally  
20 sufficient cause prior to expiration of the Agreement Term, Owner shall pay Broker an amount equal to the compensation  
21 Broker would have been entitled to receive during the balance of the then-existing term of this Agreement, taking into  
22 account any rental agreements in effect at time of such termination. Broker may deduct the full amount of such fees from  
23 any monies coming to Broker which would be due to Owner.

24 **2. LEASES.** Any lease agreement shall be in writing, with the basic terms being: a lease period of \_\_\_\_\_ months at a  
25 monthly rental rate of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars), or such other terms agreeable to  
26 the parties.

27 **3. BROKER'S DUTIES.** Owner agrees that Broker is authorized to receive on behalf of Owner all notices, offers, and other  
28 documents incidental to the lease and management of the Property which is covered by this Agreement. Owner agrees  
29 that such receipt by Broker may be deemed to be receipt by Owner if such documents so provide or if the law so requires.  
30 Owner agrees to keep Broker informed of Owner's whereabouts in order for Broker to promptly forward all such notices  
31 and other information to Owner.

32 Owner authorizes Broker and/or its affiliated Licensees and any duly authorized key holder key entry access to the  
33 Property. Owner represents that adequate insurance shall be kept in force to protect Owner in the event of any damage,  
34 losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its  
35 licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open  
36 Houses or other authorized entry thereof.

37 Broker is authorized to manage the Property to the best of Broker's ability, devoting thereto such time and attention may  
38 be necessary including the following authorizations:

- 39 1. Broker is authorized to negotiate, prepare, and execute all leases, including all renewals and extensions of  
40 leases and to cancel and modify existing leases on behalf of the Owner.
- 41 2. Broker is authorized to provide notices of termination of tenancies at the end of the lease terms and/or in a  
42 month-to-month tenancy situation according to the terms of the lease agreement; and to disseminate such other  
43 notices as are appropriate.
- 44 3. Broker is authorized to collect the rents due or to become due and give receipts therefore within 30 days.
- 45 4. Broker is authorized to retain such amounts from Owner's rental proceeds as may be necessary from time to  
46 time to pay expenses associated with the management and operation of the Property for which Owner is  
47 responsible hereunder. Broker shall establish and maintain a fund on Owner's behalf in the amount of  
48 \$ \_\_\_\_\_ from which expenses may be paid, but Owner acknowledges and understands that Broker may

This form is copyrighted and may only be used in real estate transactions in which P. J. McCarthy \_\_\_\_\_ is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



49 from time to time retain additional amounts which are reasonably necessary and shall notify Owner in writing in  
50 advance. Upon commencement of this Agreement, Owner shall remit to Broker the sum of \$ \_\_\_\_\_ to be  
51 deposited in the fund as an initial deposit. This fund is fully refundable (less unpaid balances and unpaid invoices)  
52 upon termination of agreement with legally sufficient cause.

53 5. Broker is authorized to negotiate partial refunds with tenant if, in Broker's reasonable opinion, the tenant's use  
54 and enjoyment of the Property has been or shall be materially and adversely affected as a result of a defect in the  
55 condition of the Property (such as a repair to the electrical, plumbing, sanitary, heating or ventilating facilities or  
56 a major appliance that cannot be made reasonably and promptly).

57 6. Broker is authorized to make arrangements on Owner's behalf for any repairs which, in Broker's opinion, may  
58 be necessary to preserve, maintain and protect the Property; provided, Broker may not make arrangements for  
59 any repairs that exceed \$ \_\_\_\_\_ without prior approval of Owner, except that in case of an emergency,  
60 Broker may, without prior approval, make arrangements for whatever expenditures on behalf of Owner that are  
61 reasonably necessary to preserve the Property, prevent further damage from occurring, or to provide essential  
62 services to tenant.

63 7. Broker is authorized to charge tenant reasonable administrative fees permitted by law and retain any such fees,  
64 including but not limited to, fees to cover the costs of processing tenant rental applications. If tenant leases provide  
65 for late payment fees and/or returned check fees, such fees, when collected by Broker, shall belong to Broker.

66 **4. OWNER'S DUTIES AND REPRESENTATIONS.** Owner represents that Owner: (a) presently has title to the Property  
67 or has full authority to enter into this Agreement; (b) warrants and covenants that on the date of this Agreement the Property  
68 is habitable, meets all governmental requirements and codes for habitation and rental, including ensuring all smoke  
69 detectors are in proper working condition; (c) shall cooperate with Broker to lease the Property to prospective tenant; (d)  
70 shall make the Property available for showing at reasonable times as requested by Broker; (e) shall provide Broker with  
71 accurate information regarding the Property (including information concerning all adverse material facts pertaining to the  
72 physical condition of the Property); (f) is responsible for all costs and expenses associated with the maintenance and  
73 operation of the Property; (g) is responsible for timely payment of all property taxes, mortgage payments, governmental  
74 or owners' association assessments associated with the Property, and any other expenses which could become a lien against  
75 the Property; (h) shall promptly notify Broker in the event that Owner receives any notice(s) from the holder of any loan  
76 or from any other lien holder of any kind during the term of this Agreement, regarding a default in payment threatened  
77 foreclosure or the filing of a foreclosure proceeding; (i) is offering Property for rent without regard to race, color, creed,  
78 religion, sex, handicap, familial status, national origin, and any other law relating to discrimination and (j) is responsible  
79 for filing any appropriate suits for a breach under a lease unless otherwise agreed to in writing. *[Check all that apply. The*  
80 *sections not marked shall not be a part of this Agreement.]*

- 81  Owner is responsible for winterizing exterior and interior features of the Property;
- 82  Owner is required to refund Broker for any utility balance in the event utilities are switched into Broker's name or  
83 Broker's firm's name;
- 84  Owner shall provide funds to Broker promptly upon Broker's request for any cost or expense for which Owner is  
85 responsible that Broker, in Broker's discretion, incurs on Owner's behalf, including but not limited to, emergency  
86 maintenance and repairs, utilities, owners' association dues and assessments; and further pay interest at a rate of  
87 \_\_\_\_\_ percent (\_\_\_%) per year on the amount of any outstanding balance thereof not paid to Broker  
88 within \_\_\_\_\_ days of Broker's written request therefore;
- 89  Owner is responsible for applicable lawncare services for the Property while Property is vacant.
- 90  Owner is responsible for applicable pest control services for the Property.

91 **5. COMPENSATION.** Broker shall be compensated on the following basis:

92 **A. Terms.** Owner agrees to pay Broker a commission of *[Check one. The sections not marked shall not be a part of this*  
93 *Agreement.]*:

- 94  1. \$ \_\_\_\_\_ or \_\_\_\_\_% of the monthly rents to be paid, which shall be **due and payable upon**  
95 **occupancy by a tenant.** This compensation amount shall be based on the total amount of rent to be paid over the  
96 lease term.
- 97  2. \$ \_\_\_\_\_ or \_\_\_\_\_% of the monthly rents paid, which shall be **due and payable upon a tenant's**  
98 **monthly payment of rent.** This compensation amount shall be based on the total amount of rent to be paid and  
99 shall be payable over the lease term.

100  3. \$ \_\_\_\_\_ due and payable upon occupancy by a tenant and \_\_\_\_\_ % of the monthly rents  
101 paid, which shall be due and payable upon a tenant's monthly payment of rent. This compensation shall be  
102 based on the total amount of rent to be paid over the lease term.

103 **Any ongoing compensation obligations as referenced above shall survive the termination of this Agreement.**

104 **C. Enforcement.** Owner agrees to pay all reasonable attorney's fees together with any court costs and expenses which  
105 real estate firm incurs in enforcing any of Owner's obligations to pay compensation under this Agreement. The parties  
106 hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as  
107 a defense in the event of a dispute.

108 **6. HOMEOWNER/ CONDO ASSOCIATION**

109 Name of Association: \_\_\_\_\_

110 Name of Association Property Manager: \_\_\_\_\_

111 Property Manager address and phone number: \_\_\_\_\_

112 Association website address, if any: \_\_\_\_\_

113 **7. CONDITION OF PROPERTY.** Owner certifies that unless provided otherwise herein, all systems and fixtures are in  
114 working condition. Upon the execution of this Agreement, Owner shall provide two sets of keys for the Property and  
115 ensure that the Property is clean and the grounds are in good condition. Owner shall maintain adequate fire and extended  
116 insurance coverage on the Property, and Owner shall, at all times, maintain landlord's liability insurance, at Owner's  
117 expense, for Owner and shall cause Broker to be named as additionally insured under such liability insurance against any  
118 and all claims or demands whatever arising out of, or in any way connected with, the operation, leasing and maintenance  
119 of the Property, including Property damage. Owner shall provide Broker with evidence of such insurance coverage prior  
120 to date of occupancy of tenant and provide at least annually a copy of such insurance policy or policies to Broker upon  
121 Broker's request; Name of Insurance Agent: \_\_\_\_\_; Telephone no.: \_\_\_\_\_.

122 **EXCEPTIONS:**

123 \_\_\_\_\_  
124 \_\_\_\_\_  
125 \_\_\_\_\_  
126 \_\_\_\_\_  
127 \_\_\_\_\_  
128 \_\_\_\_\_

129 **8. PETS.** Tenant (*check one of the following*)  shall not be allowed to bring Pets onto the Property  shall be allowed to bring  
130 pets onto the Property and a pet fee pursuant to the terms of the lease agreement. If pets are allowed on the property, there  
131 shall be a nonrefundable fee of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) per pet payable pursuant to the  
132 terms of the lease agreement and Owner approval. Maximum number of pets allowed on Property is \_\_\_\_\_ pets.  
133 Maximum size of pets allowed on Property is \_\_\_\_\_ pounds. Owner understands that whether or not pets are allowed,  
134 a person with a disability has the legal right to be accompanied by a service/assistance animal in the Property, and that  
135 such person would be liable for any damage done by the service/assistance animal to the Property. Owner must comply  
136 with all state and federal laws.

137 **9. RECEIPT AND PAYMENT OF FUNDS.** Broker is authorized to accept from tenant all rents, security deposit(s), and  
138 pet fee(s) and deposit such in a trust or escrow account maintained by Broker.  
139 However, Broker shall not be held liable in event of bankruptcy or failure of a depository. Broker shall distribute funds  
140 from deposits in accordance with the executed lease agreement. Broker shall distribute to Owner any rent and fee(s)  
141 received as follows:

142 \_\_\_\_\_  
143 \_\_\_\_\_  
144 \_\_\_\_\_  
145 \_\_\_\_\_  
146 \_\_\_\_\_  
147 \_\_\_\_\_  
148 \_\_\_\_\_

149 **10. AGENCY.**

This form is copyrighted and may only be used in real estate transactions in which P. J. McCarthy is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



150 This document creates an agency relationship between Broker and Owner.

- 151 a. **Appointment of Designated Agent.** Owner hereby authorizes Managing Broker to appoint the Listing  
152 Licensee as Designated Agent for the Owner, to the exclusion of any other licensees associated with  
153 Broker. A Designated Agent for the Owner can and shall continue to advocate Owner's interests in a  
154 transaction even if a Designated Agent for the tenant (other than the licensee below) is also associated  
155 with Broker. The Managing Broker hereby appoints \_\_\_\_\_ to be the  
156 Designated Agent to the Owner in this transaction.
- 157 b. **Appointment of Subsequent Designated Agent.** Owner hereby authorizes the Managing Broker, if  
158 necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the  
159 Owner, to the exclusion of any other licensees associated with Broker. This shall be accomplished  
160 through an amendment to this Agreement, if necessary.

161 **B. Duties owed to all Parties to a Transaction.**

162 **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the**  
163 **following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers")**  
164 **unless otherwise provided by law:**

- 165 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
- 166 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or  
167 knowledge.
- 168 3. To maintain for each party in a transaction the confidentiality of any information obtained by a  
169 licensee prior to disclosure to all parties of a written agency agreement entered into by the licensee  
170 to represent either or both parties in the transaction. This duty of confidentiality extends to any  
171 information which the party would reasonably expect to be held in confidence, except for  
172 information which the party has authorized for disclosure or information required by law to be  
173 disclosed. This duty survives both the subsequent establishment of an agency relationship and the  
174 closing of the transaction.
- 175 4. To provide services to each party to the transaction with honesty and good faith.
- 176 5. To disclose to each party to the transaction timely and accurate information regarding market  
177 conditions that might affect such transaction only when such information is available through public  
178 records and when such information is requested by a party.
- 179 6. To timely account for deposits and all other property received from any party to a transaction and
- 180 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee's immediate family, or  
181 on behalf of any other individual, organization or business entity in which licensee has a  
182 personal interest without prior disclosure of such personal interest and the timely written  
183 consent of all parties to the transaction, and
- 184 B) To refrain from recommending to any party to the transaction the use of services of another  
185 individual, organization or business entity in which the licensee has an interest or from whom  
186 the licensee may receive a referral fee or other compensation for the referral, other than referrals  
187 to other licensees to provide real estate services, without timely disclosure to the party who  
188 receives the referral, the licensee's interest in such referral or the fact that a referral fee may be  
189 received.

190 **C. Duties owed to Client.**

191 **In addition to the above, the licensee has the following duties to Client if the licensee has become**  
192 **an Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License**  
193 **Act:**

- 194 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency  
195 agreement between the licensee and licensee's client;
- 196 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others  
197 in negotiation of a transaction and in other activities, except where such loyalty/duty would violate  
198 licensee's duties to a customer in the transaction; and

This form is copyrighted and may only be used in real estate transactions in which P. J. McCarthy is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



- 199 3. Unless the following duties are specifically and individually waived in writing by a client, licensee  
200 shall assist the client by:  
201 A) Scheduling all Property showings on behalf of the client;  
202 B) Receiving all offers and counter offers and forwarding them promptly to the client;  
203 C) Answering any questions that the client may have in negotiation of a successful lease agreement  
204 within the scope of the licensee's expertise; and  
205 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the  
206 lease to fulfill the obligations as set forth herein.

207 Upon waiver of any of the above duties contained in subparagraph 11.C.3., a consumer must be advised  
208 in writing by such consumer's agent that the consumer may not expect or seek assistance from any other  
209 licensees in the transaction for the performance of the above duties.

210 **11. LIMITS ON BROKER'S DUTIES AND RESPONSIBILITIES AND DISCLAIMER.** Unless otherwise disclosed in  
211 writing, it is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Owner or  
212 the tenant are not parties to any lease agreement between Owner and the tenant and do not have or assume liability for the  
213 performance or nonperformance of Owner or tenant.

214 Owner acknowledges and agrees that Broker: (a) is not an expert with regard to matters that could be revealed through a  
215 survey, title search, or inspection of the Property; for the condition of Property, any portion thereof, or any item therein;  
216 for any geological issues present on the Property; for the necessity, or cost of repairs; for hazardous or toxic materials; for  
217 the availability and cost of utilities, septic or community amenities; for conditions existing off the Property that may affect  
218 the Property; for uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school  
219 districts or other school information; for proposed or pending condemnation actions involving the Property; for the  
220 appraised or future value of the Property; for termites and wood destroying organisms; for building products and  
221 construction techniques; for the tax or legal consequences of a contemplated transaction; or for matters relating to financing  
222 (Owner acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek  
223 independent expert advice on any of these matters of concern to Owner. Owner further acknowledges that he has not relied  
224 upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waives and  
225 shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same); (b) shall owe  
226 no duties to Owner nor have any authority to act on behalf of Owner other than what is set forth in this Agreement and  
227 those duties contained in the Tennessee Real Estate Broker License Act of 1973 and the Tennessee Real Estate Commission  
228 Rules, as amended; (c) may make all disclosures required by law and the Realtors® Code of Ethics; and (d) may disclose  
229 all information about the Property to others.

230 Owner agrees to hold Broker (including firm and affiliated licensees) harmless from any and all claims, causes of action,  
231 or damages (and shall indemnify Broker (including firm and affiliated licensees) therefrom) arising out of or relating to:  
232 (a) Owner providing Broker incomplete and/or inaccurate information; (b) the handling of deposit money by anyone other  
233 than Broker (if such deposit money is entrusted to such person by Owner); or (c) any injury to persons on the Property  
234 and/or loss of or damage to the Property or anything contained therein.

235 **12. INDEMNITY.** Owner agrees to hold Broker harmless from all damage suits in connection with the leasing of the Property  
236 and from liability from injury suffered by an employee or other person whomsoever. Broker shall not be liable for any  
237 error of judgment or any mistake, in fact or in law, or for anything which it may do or refrain from doing hereinafter,  
238 except in cases of willful misconduct or gross negligence. Notwithstanding any other provisions to the contrary, Broker  
239 shall under no circumstances have any liability greater than the compensation actually paid to Broker hereunder including  
240 commissions, excluding any commission amount paid to a cooperating real estate broker, if any.

241 **13. HOLD HARMLESS.**

242 Owner agrees to complete the Lead-Based Paint Disclosure if required by law and said information has not otherwise been  
243 disclosed in writing. Owner is not aware of any other defect or environmental factor which would affect the value of or  
244 structural integrity of improvements on the Property or the health of occupants, except those that have been previously  
245 disclosed to Broker in writing. Owner agrees that Owner shall be solely responsible for any misrepresentations or mistakes  
246 on the listing data wherein Owner has supplied such information. Owner further agrees to hold Agents and firm harmless  
247 and indemnify them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission  
248 or misrepresentation by Owner on said forms and/or for any material fact that is known or should be known by Owner  
249 concerning the Property and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's  
250 fee for Agents and firm in such an event. Owner is not aware of any other defect, environmental factors or adverse facts  
251 (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

This form is copyrighted and may only be used in real estate transactions in which P. J. McCarthy is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



252 **14. OTHER PROVISIONS.**

253 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and  
254 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This  
255 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and  
256 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by  
257 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement  
258 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

259 **B. Governing Law and Venue.** This Agreement is intended as a contract for the management of real property and shall  
260 be interpreted in accordance with the laws and in the courts of the State of Tennessee.

261 **C. Time of Essence.** Time is of the essence of this Agreement.

262 **D. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
263 (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the masculine  
264 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
265 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
266 determined by the location of Property.

267 **E. Responsibility to Cooperate.** All parties agree to timely take such actions and produce, execute, and/or deliver such  
268 information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this  
269 Agreement.

270 **F. Notices.** Except as otherwise provided herein, all notices, including demands, offers, counteroffers, acceptances, and  
271 amendments required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered  
272 to the party at the address set forth below (or at such other address as the party may provide in writing) either: (1) in  
273 person, (2) by an overnight delivery service, prepaid, (3) facsimile transmission (FAX) (provided that an original of  
274 the notice shall be promptly sent thereafter if so requested by the party receiving the same), (4) by the United States  
275 Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. The parties agree that a  
276 faxed or emailed signature of a party constitutes an original signature binding upon that party. Notice shall be deemed  
277 to have been given as of the date and time it is actually received. Notwithstanding the above, notice by FAX shall be  
278 deemed to have been given as of the date and time it is transmitted if the sending FAX produces a written confirmation  
279 with the date, time, and telephone number to which the notice was sent.

280 Owner's address: \_\_\_\_\_ Broker's address: \_\_\_\_\_  
281 \_\_\_\_\_  
282 \_\_\_\_\_  
283 \_\_\_\_\_,  
284 Fax # \_\_\_\_\_ Fax # \_\_\_\_\_  
285 Email: \_\_\_\_\_ Email: \_\_\_\_\_

286 **G. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
287 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
288 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

289 **H. Fair Housing.** Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed,  
290 religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe  
291 discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

292 **I. Tenant Information.** Owner acknowledges and understands: (i) that state and federal laws regulate the maintenance  
293 and disposal of certain personal information of consumers, such as social security numbers, drivers' license numbers,  
294 account numbers and other numbers that may be used to access a person's financial resources, and (ii) that contractual  
295 limitations with third-party providers of credit reports or other background information relating to prospective tenant  
296 may limit or prohibit Broker's dissemination of such reports/information. Owner agrees that Broker shall not be  
297 required to disclose any such information to Owner about a tenant or prospective tenant.

298 **15. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding paragraph, shall  
299 control:

300 \_\_\_\_\_  
301 \_\_\_\_\_  
302 \_\_\_\_\_  
303 \_\_\_\_\_

This form is copyrighted and may only be used in real estate transactions in which P.J. McCarthy is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



304 \_\_\_\_\_  
305 \_\_\_\_\_  
306 \_\_\_\_\_  
307 \_\_\_\_\_  
308 \_\_\_\_\_  
309 \_\_\_\_\_  
310 \_\_\_\_\_

311  (Mark box if additional pages are attached.)

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

316 **LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have**  
317 **questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is**  
318 **authorized or qualified to give you any advice about the advisability or legal effect of its provisions.**

319 **NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this**  
320 **Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have**  
321 **received a copy of this Agreement.**

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

323 _____	_____
324 <b>BY: Broker or Licensee Authorized by Broker</b>	<b>BROKER/FIRM</b>
325 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____
326 Date	Address
327 _____	Phone: _____
328 Print/Type Name	Email: _____

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

330 _____	_____
331 <b>OWNER</b>	<b>OWNER</b>
332 By: _____	By: _____
333 Title: _____	Title: _____
334 Entity: _____	Entity: _____
335 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
336 Date	Date
337 _____	_____
338 Address	Address
339 Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
340 _____ (W) Email: _____	_____ (W) Email: _____

*NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

This form is copyrighted and may only be used in real estate transactions in which P. J. McCarthy is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

