

**EXCLUSIVE RIGHT TO MARKET FOR LEASE AGREEMENT
(NOT A 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 **Summit Property Management, LLC** as broker/firm and its affiliated
5 licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Exclusive Right to Market for Lease
6 Agreement ("Agreement"), this _____ day of _____.

7 **WHEREAS, Owner owns that certain real estate property described as follows:** All that tract of land known as:
8 _____ (Address),
9 _____ (City), Tennessee, _____ (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 market the Property for lease beginning on _____,
16 _____ and shall continue through and including _____, _____ ("Agreement Term") or until such
17 time as property is leased hereunder whichever occurs first. The Property may be occupied by a tenant obtained by
18 Broker on or after _____. If Owner terminates this Agreement without legally sufficient
19 cause or Broker terminates this Agreement with legally sufficient cause, Owner shall pay Broker an amount equal to the
20 compensation Broker would have been entitled to receive during the balance of the then-existing term of this Agreement,
21 taking into account any rental agreements in effect at time of such termination. Broker may deduct the full amount of
22 such fees from any monies coming to broker which would be due Owner.
- 23 **2. LEASES.** Owner authorizes Broker to advertise a lease period of _____ months at a monthly rental rate of
24 \$ _____ (_____ Dollars).
- 25 **3. SECURITY DEPOSIT.** There shall be a security deposit of \$ _____. Owner shall hold deposit unless otherwise
26 specified in writing.
- 27 **4. PETS.** Owner authorizes Broker to (*check one of the following*) Advertise pets are not allowed on the property. Advertise
28 pets are allowed on the property subject to a nonrefundable fee of \$ _____ per pet
29 payable pursuant to the terms of the lease agreement and owner approval. The maximum number of pets allowed is
30 _____ with a maximum weight of _____ pounds per pet. Owner understands that whether or not pets are
31 allowed, a person with a disability has the legal right to be accompanied by a service/assistance animal in the Property,
32 and that such person would be liable for any damage done by the service/assistance animal to the Property. Owner must
33 comply with all state and federal laws.
- 34 **5. BROKER'S DUTIES.** Broker services shall be limited to the marketing of the property. Unless otherwise agreed upon
35 in writing **BROKER SHALL NOT BE RESPONSIBLE FOR THE FOLLOWING:** negotiating a lease agreement,
36 advising Owner as to forms, procedures and steps which may be needed to execute a lease agreement or to manage the
37 Property, conducting background checks, ordering or reviewing credit reports, handling application fees, holding
38 security deposits, reviewing employment history, contacting references or otherwise screening or evaluating tenants, all
39 of which shall be the sole responsibility of the Owner.
40 Owner agrees that Broker is authorized to receive on behalf of Owner all notices, offers, and other documents incidental
41 to the offering and lease of the Property which is covered by this Agreement. Owner agrees that such receipt by Broker
42 may be deemed to be receipt by Owner if such documents so provide or if the law so requires. Owner agrees to keep
43 Broker informed of Owner's whereabouts in order for Broker to promptly forward all such notices, offers and other
44 information to Owner.

45 Owner authorizes Broker and/or his affiliated Licensees to conduct showings or "Open Houses" of the Property. Owner
46 additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key entry access to the
47 Property. Owner also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose
48 of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Owner represents that
49 adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry
50 to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and
51 employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or other authorized
52 entry thereof. Owner authorizes Broker to solicit an offer to lease the Property.

53 **6. OWNER'S DUTIES AND REPRESENTATIONS.** Owner represents that Owner: (a) presently has title to the Property
54 or has full authority to enter into this Agreement; (b) warrants and covenants that on the date of this Agreement the Property
55 is habitable, meets all governmental requirements and codes for habitation and rental; (c) will cooperate with Broker to
56 find a tenant to lease the Property; (d) will make the Property available for showing at reasonable times as requested by
57 Broker; (e) will provide Broker with accurate information regarding the Property (including information concerning all
58 adverse material facts pertaining to the physical condition of the Property); (f) is responsible for all costs and expenses
59 associated with the maintenance and operation of the Property; (g) is responsible for timely payment of all property taxes,
60 mortgage payments, governmental or owners' association assessments associated with the Property, and any other
61 expenses which could become a lien against the Property; (h) will promptly notify Broker in the event that Owner receives
62 any notice(s) from the holder of any loan or from any other lien holder of any kind during the term of this Agreement
63 regarding a default in payment threatened foreclosure or the filing of a foreclosure proceeding; (i) **MAY NOT EXPECT**
64 **OR SEEK ASSISTANCE FROM ANY OTHER LICENSEE IN THE TRANSACTION FOR THE**
65 **NEGOTIATION OF A LEASE, GUIDANCE ON FORMS, PROCEDURES AND STEPS WHICH MAY BE**
66 **NEEDED TO EXECUTE A LEASE AGREEMENT OR MANGAGE PROPERTY;** (j) is offering Property for rent
67 without regard to race, creed, color, religion, sex, handicap, familial status, or national origin; (k) in the event that the
68 Property is currently leased or occupied, the Property is available to show to prospective tenants, under the current lease
69 agreement, by Owner's Agent or Cooperating Agents. Owner shall be responsible for notifying existing tenants for all
70 showings, subject to existing rights of tenants in possession; and (l) is responsible for compliance with state or federal law
71 regarding usage of video or audio recording devices while marketing or showing the property. Owner should seek legal
72 advice regarding their rights or limitations related to their actions.

73 **7. MARKETING.**
74 Broker may advertise the Property for lease in all media and may photograph and/or videotape the Property and use the
75 photographs and/or videotapes in connection with Broker's marketing efforts. Owner agrees not to place any
76 advertisements on the Property or to advertise the Property for lease in any media except with the prior written consent of
77 Broker. Broker is also hereby authorized to place Broker's "For Lease" sign or equivalent signage on the Property. Broker
78 is authorized to procure tenants to lease the Property in cooperation with other real estate brokers and their affiliated
79 licensee. Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted
80 to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Owner
81 understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a
82 searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Owner agrees
83 that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local
84 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.
85 Broker may distribute leasing information (including the rent price) to prospective tenants, other real estate brokers and
86 their affiliated licensees, and/or multiple listing services or similar services. Broker and other real estate brokers and their
87 affiliated licensees may show the Property.

88 **8. COMPENSATION.** Broker shall be compensated on the following basis:
89 **A. Terms.** Owner agrees to pay Broker a commission of *[Check one. The sections not marked shall not be a part of this*
90 *Agreement.]*:

91 **One Time Compensation** of \$ _____ which shall be **due and payable upon execution of**

92 a lease by a tenant.

93 **OR**

94 This Marketing Agreement.

95
96 Any ongoing compensation obligations as referenced above shall survive the termination of this Agreement.
97

98 **B. Cooperating Compensation.** Broker may share this commission with a cooperating broker, if any, who procures a
99 tenant for Property by paying such cooperating broker \$ _____. Said
100 cooperating broker is the agent or facilitator who represents the interests of and/or is working with the tenant.
101 Cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement only for the
102 purposes of enforcing their commission rights as cooperating brokers.

103 **C. Carry Over Clause.** Should the Owner lease or contract to lease the Property within ____ days after the expiration
104 of this Agreement to any tenant (or a related person or entity of that tenant) who has been introduced to the Property,
105 directly or indirectly during the Agreement Term hereof, as extended, the Owner agrees to pay the compensation as
106 set forth herein. This includes but is not limited to any introduction or exposure to Property by advertisements or
107 postings appearing in any medium which originated as a result of listing the Property with Broker. Notwithstanding
108 the above, in the event that the Property is leased to the prospective tenant through another licensed broker with whom
109 the Owner has signed an exclusive leasing agreement after the date of expiration of this Agreement, then no
110 compensation shall be owed to Broker by virtue of this Agreement. The compensation obligations set forth herein
111 shall survive the termination of this Agreement.

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

116 9. HOMEOWNER/ CONDO ASSOCIATION

117 Name of Association: _____

118 Name of Association Property Manager: _____

119 Property Manager address and phone number: _____

120 Association website address, if any: _____

121 **10. CONDITION OF PROPERTY.** Owner certifies that unless provided otherwise herein, all systems and fixtures are in
122 working condition. Upon the execution of this Agreement, Owner will provide two sets of keys for the Property and ensure
123 that the Property is clean and the grounds are in good condition. Owner shall maintain adequate fire and extended insurance
124 coverage on the Property.

125 EXCEPTIONS:

132 11. AGENCY.

133 This document creates an agency relationship between Broker and Owner, with certain limitations as specified herein.

- 134 a. **Appointment of Designated Agent.** Owner hereby authorizes Managing Broker to appoint the Listing
135 Licensee as Designated Agent for the Owner, to the exclusion of any other licensees associated with
136 Broker. A Designated Agent for the Owner can and will continue to advocate Owner's interests in a
137 transaction even if a Designated Agent for the tenant (other than the licensee below) is also associated
138 with Broker. The Managing Broker hereby appoints _____ to be the
139 Designated Agent to the Owner in this transaction.
- 140 b. **Appointment of Subsequent Designated Agent.** Owner hereby authorizes the Managing Broker, if
141 necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the
142 Owner, to the exclusion of any other licensees associated with Broker. This shall be accomplished
143 through an amendment to this Agreement, if necessary.
- 144 c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** A
145 facilitator is a licensee not working as an agent for either party in a consumer's prospective transaction.
146 A Facilitator may advise either or both of the parties to a transaction but cannot be considered a
147 representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in
148 lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company

149 who has not entered into a written agency agreement with either party in the transaction is considered a
150 Facilitator or Transaction Broker until such time as an agency agreement is established.] *The Designated*
151 *Agent shall default to Facilitator status for all showings or transactions involving the same*
152 *Designated Agent for both the Owner and a prospective tenant*, immediately notifying (verbally) the
153 Owner and tenant of the need to default to this Facilitator status to be confirmed in writing prior to the
154 execution of the contract. Upon any default to Facilitator status, the Designated Agent must assume a
155 neutral position and will not be an advocate for either the Owner or any prospective tenants.

- 156 d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status,
157 this Facilitator status will only be temporary. The Facilitator status will only last until any transaction
158 or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either
159 because the transaction is completed or the transaction or contemplated transaction between these parties
160 is terminated or not accepted and no further negotiations occur between the parties). At that time, the
161 agent will immediately revert to Designated Agency status for the Owner.

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

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

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

187 **C. Duties owed to Client.**

188 In addition to the above, the licensee has the following duties to his/her Client if the licensee has become an
189 Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

- 190 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
191 between the licensee and licensee’s client;
192 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation
193 of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a
194 customer in the transaction; and
195 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
196 the client by:
197 A) Scheduling all Property showings on behalf of the client;
198 B) Receiving all offers and counter offers and forwarding them promptly to the client;
199 C) Answering any questions that the client may have in negotiation of a successful purchase agreement within
200 the scope of the licensee’s expertise; and

201 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
202 agreement for a successful closing of the transaction.

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

206 **12. LIMITS ON BROKER'S DUTIES AND RESPONSIBILITIES AND DISCLAIMER.** It is understood and agreed
207 that the real estate firms and real estate licensee(s) representing or assisting Owner or the tenant are not parties to any lease
208 agreement between Owner and the tenant and do not have or assume liability for the performance or nonperformance of
209 Owner or tenant.

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

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

232 **13. INDEMNITY.** Owner agrees to hold Broker harmless from all damage suits in connection with the leasing of the Property
233 and from liability from injury suffered by an employee or other person whomsoever, and to carry, at his own expense,
234 necessary public liability and worker's compensation insurance adequate to protect the interest of the parties hereto, which
235 policies shall be so written as to protect Broker in the same manner and to the same extent they protect the Owner, and
236 will name Broker as coinsured. Broker shall not be liable for any error of judgment or any mistake, in fact or in law, or
237 for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.
238 Notwithstanding any other provisions to the contrary, Broker shall under no circumstances have any liability greater than
239 the compensation actually paid to Broker hereunder including commissions, excluding any commission amount paid to a
240 cooperating real estate broker, if any.

241 **14. HOLD HARMLESS.**

242 Owner agrees to carefully review the information on the Multiple Listing Profile Sheet. Owner also agrees to complete
243 the Lead-Based Paint Disclosure if required by law and said information has not otherwise been disclosed in writing.
244 Owner has not advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the
245 improvements located thereon, except as shall be noted on the Multiple Listing Profile Sheet. Owner is not aware of any
246 other defect or environmental factor which would affect the value of or structural integrity of improvements on the Property
247 or the health of future occupants. Owner agrees that Owner shall be solely responsible for any misrepresentations or
248 mistakes on the listing data wherein Owner has supplied such information on the attached Multiple Listing Profile Sheet
249 and/or the Lead-Based Paint Disclosure (if required by law). Owner further agrees to hold Agents and firm harmless and
250 indemnify them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or
251 misrepresentation by Owner on said forms and/or for any material fact that is known or should be known by Owner
252 concerning the Property and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's
253 fee for Agents and firm in such an event. Owner is not aware of any other defect, environmental factors or adverse facts
254 (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.
255

256 **15. OTHER PROVISIONS.**

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

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

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

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

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

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

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

280 **16. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding paragraph, shall
281 control:

282 **BROKER TO BE COMPENSATED AS FOLLOWS:**

283 **LEASING FEE: ONE FULL MONTH'S RENT (INCLUDES PRO PICS/VIRTUAL TOUR/YOUTUBE VID)**

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308 (Mark box if additional pages are attached.)

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309 **BY SIGNING THIS AGREEMENT, OWNER ACKNOWLEDGES THAT: (1) OWNER HAS READ ALL**
310 **PROVISIONS MADE HEREIN; (2) OWNER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES**
311 **AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) OWNER IS NOT SUBJECT TO A**
312 **CURRENT RIGHT TO MARKET FOR LEASE AGREEMENT WITH ANY OTHER BROKER.**

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

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

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

320 _____	Summit Property Management, LLC
321 BY: Broker or Licensee Authorized by Broker	BROKER/FIRM
322 _____ at _____ o'clock ☐ am/ ☐ pm	_____
323 Date	Address
324 _____	Phone: _____
325 Print/Type Name	Email: _____

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

327 _____	_____
328 OWNER	OWNER
329 By: _____	By: _____
330 Title: _____	Title: _____
331 Entity: _____	Entity: _____
332 _____ at _____ o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
333 Date	Date
334 _____	_____
335 Address	Address
336 _____	_____
337 Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
338 _____ (W) Email: _____	_____ (W) Email: _____

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