

Georgia

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Forms Changes**

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{ OUR MISSION }

*Empowering Our Members for Success and
Enhancing the Quality of Life in Our Communities*



Changes to the 2025 GAR Contract Forms

SETH G. WEISSMAN is GAR General Counsel and the senior partner of the law firm of Weissman P.C.

For Clarity and Compliance

The GAR Forms Committee has been busy modifying its forms to hopefully make them clearer and easier to use. This article will discuss some of the more important changes to the GAR Forms for 2025. It should be noted that changes to one type of form, such as purchase and sale contracts, typically results in the same changes being made to all forms of that type. To avoid repetition, this article will only discuss the changes to one of each type of form rather than repeating the same changes to every form of a particular type.

1. CHANGES TO THE GAR PURCHASE AND SALE AGREEMENT

GAR FORM F201

{A} Right to Extend Closing Date

Section B.4

Under the previous GAR Purchase and Sale Agreement, a party could amend the closing date for eight (8) days by giving notice up to midnight on the day of closing. This section was modified so that if either the buyer or seller extends the closing date, notice must be given to the other party prior to 8:00 P.M. on the closing date. This change is intended to reduce the stress of waiting until midnight to learn if the closing date will be extended, allowing for better planning and a more reasonable schedule.

{B} Obligation to Pay Bank Charges

Section B.6

A sentence was added to the "Holder of Earnest Money" section of the GAR Purchase and Sale Agreement, specifying that if a buyer's earnest money check is dishonored, the buyer must immediately reimburse the holder for any bank fees incurred due to the bounced check. Although the holder may have limited ability to enforce this provision, it is intended to provide the holder with a tool to potentially use to recover at least some of the charges resulting from a dishonored check.

{C} Delays Caused by Emergencies

Section C.4(c)

A new section addressing delays caused by emergencies has been added to the GAR Purchase and Sale Agreement. Specifically, it states "In the event the Governor of Georgia declares a state of emergency for a county in which the Property is located, all time deadlines herein coming due during the emergency shall be extended for the number of days the emergency exists in that county". This section applies to all dead-

lines including the end of the due diligence period, the end of the financing contingency and the closing date. The number of days during which the emergency is in effect is essentially added to all deadlines. For example, if a hurricane impacts certain counties in Georgia and the Governor declares a 10-day state of emergency, all contractual deadlines would be extended by 10 days.

In adopting this language, the GAR Forms Committee acknowledged that there may be instances when a buyer or seller extends a deadline, such as the closing date, even if the emergency did not negatively affect their ability to close on the original closing date. Any provision allowing for deadline extensions carries a risk of misuse. However, the GAR Forms Committee decided that the benefits created by this provision, providing relief to those genuinely affected by a government-declared emergency, significantly outweigh the potential for abuse.

{D} Section on Inspection of Neighborhood Revised

Section B.8(b)

This section was updated to specify that "Neither Seller nor Seller's Broker shall have any duty to disclose information about sex offenders in the neighborhood." The prior version of the form did not include this language. However, the GAR Purchase and Sale Agreement previously provided buyers with a link to the relevant website where information can be obtained. This addition aims to offer REALTORS® greater protection against claims related to this issue.

{E} Disclaimer Section Revised

Section B.10(c)

The disclaimer section was revised to emphasize that the buyer should rely solely on the representations explicitly stated in the GAR Purchase and Sale Agreement. For 2025, new language was added stating that the buyer should not rely on any repre-

sentations made “after this Agreement is entered into”. In other words, any matter of importance to the buyer should be included in the contract itself or in an amendment to the contract.

{F} Condemnation Section Revised Section C.4(a)

The condemnation section was revised to require that if the property becomes subject to a condemnation proceeding, or if the seller has received notice of a pending condemnation proceeding, the seller will provide the buyer with all related written communications regarding the condemnation. Previously, the contract only required the seller to provide the buyer with details of the condemnation. The GAR Forms Committee believed this new, more specific language would ensure that the buyer receives all relevant information regarding a condemnation.

{G} Entire Agreement Section of Contract Modified Section C.4(f)

This section was updated to prevent a party to the GAR Purchase and Sale Agreement from arguing that they did not have to strictly comply because the parties mutually agreed through their actions to depart from the terms of the contract. For example, such an argument might be used, to justify texting as acceptable form of notice, even though the GAR Purchase and Sale Agreement does not permit notice to be sent via text. This revision to the GAR Purchase and Sale Agreement makes it more difficult to assert such claims by adding language specifying that the GAR Purchase and Sale Agreement shall not be “deemed to have been mutually departed from or waived except upon the written agreement of the parties”.

{H} Property to be in Clean Condition Section C.4(o)

The GAR Purchase and Sale Agreement has always contained language that the property would be delivered in clean condition free of trash, debris, garbage and personal property not otherwise identified as remaining with the Property. For 2025, this language was moved to its own section and expanded to include a requirement for the seller to remove their pets, addressing an increasingly common issue. More importantly, the updated language that this requirement applies even in transactions where the Property is being sold “as-is”. If the seller does not want to have to leave the property in a clean condition, this must be explicitly stated in the contract as a special stipulation. An example of such a special stipulation is provided here:

“NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, SELLER SHALL HAVE NO OBLIGATION TO CLEAN THE PROPERTY IN ANTICIPATION OF THE CLOSING OR TO LEAVE THE PROPERTY IN A CLEAN CONDITION.”

{I} Effect of Sale on Existing Leases Section B.1(a)

For 2025, the GAR Purchase and Sale Agreement was updated to clarify that the sale of leased property does not terminate the existing lease. Language was added to the end of the warranty of title section stating that “the Closing of the sale of the Property to Buyer shall not terminate any such leases” that are specified in the agreement. This clarification addresses a common concern among buyers purchasing a leased property who were uncertain about their obligation to honor existing leases.

{J} Tax Proration Section Clarified Section B.3(d)

The property tax proration section was updated to clarify that if either the buyer or seller underpaid their share of property taxes at closing, the party who underpaid is obligated to reimburse the overpaying party once the tax bill is issued. This ensures that both parties ultimately pay their correct share of property taxes.

{K} No Recording of the Purchase and Sale Agreement Section C.4(l)

For 2025, new language was added prohibiting the buyer from recording the Purchase and Sale Agreement in the land records of the county where the property is located. Recording the contract can create a cloud on the property’s legal title if the transaction fails to close, potentially complicating future sales. A title insurance company, upon seeing a recorded contract, may refuse to insure the transaction until it determines whether the buyer under the recorded contract retains any rights to purchase the property. The GAR Forms Committee introduced this provision to prevent such complications.

{L} Rules for Interpreting the Agreement Section C.4(p)

For 2025, the GAR Purchase and Sale Agreement was reorganized to consolidate all rules for interpreting the contract into a single location in Section C.4(p). The rules themselves have not changed.

{M} Statute of Limitations Modified

Section B.4(g)

Georgia case law allows parties to a contract to shorten the statute of limitations on claims by mutual agreement. Accordingly, the GAR Forms Committee reduced the statute of limitations for claims against brokers to one (1) year from the date any claim or cause of action arises. This change is intended to ensure that any legal claims against brokers are filed promptly, while the events are still fresh in everyone's memory. A similar modification was also made to the GAR brokerage agreements.

{N} Hold Harmless Language in Inspection Section Revised

Section B.8(d)

The hold harmless language in the inspection section of the GAR Purchase and Sale Agreement was revised to include situations where the broker is sued due to the buyer's negligence or intentional misconduct when inspecting the property. For example, if a buyer were to steal a valuable item from a listed property, resulting in a lawsuit by the seller against both the buyer and the buyer's broker, the buyer would be required to hold the broker harmless. This revision ensures that brokers are protected in cases where legal actions arise from the buyer's intentional wrongdoing.

{O} Signature Block Modified

The signature block on the GAR Purchase and Sale Agreement and all other purchase contracts was revised to remind individuals signing on behalf of legal entities to include both the legal entity's name and their own name in a manner that clearly indicates they are signing in a representative capacity on behalf of the entity. For example, if John Smith is signing on behalf of ABC, LLC, the property signature format would be "ABC, LLC by John Smith, Manager".

2. CHANGES TO THE EXCLUSIVE BUYER BROKERAGE ENGAGEMENT AGREEMENT

GAR FORM F110

{A} Compensation for Professional Services of Broker Section Revised Section A.4

The compensation section of the Exclusive Buyer Brokerage Engagement Agreement was revised for 2025. A copy of the new language is set forth in the form below.

The revised section provides that any compensation paid by the seller or seller's broker automatically reduces the compensation owed by the buyer dollar for dollar. This change is a requirement of the NAR settlement.

The revised form also stipulates that the buyer is obligated to pay the full compensation of the buyer's broker. This aligns with NAR's recent interpretive guidance on the NAR settlement. According to this guidance, structuring an agreement where the buyer agrees to pay the buyer's broker only a nominal amount, while allowing the buyer's broker to seek a larger amount from the seller or seller's broker, creates uncertainty regarding the total compensation to be paid to the buyer's broker. This uncertainty is not permitted under the terms of the settlement.

Therefore, the buyer must be responsible for paying the buyer broker's full compensation. However, the buyer may direct their broker to attempt to secure all or part of the compensation owed from the seller or seller's broker. If those efforts are unsuccessful, the buyer remains responsible for paying the buyer broker's total compensation. This ensures that the broker's compensation is clearly defined, with the only variable being the source of payment, not the amount.

While the buyer broker's compensation can be sought from the seller or seller's broker, it is safer under license law to request the compensation from the seller rather than the seller's broker. License law prohibits the buyer's broker from inducing

4. Compensation for Professional Services of Broker ("Compensation"):

a. Generally: Compensation to Broker(s) is negotiable and is not set by law.

b. Compensation to Broker: Buyer agrees to pay Broker the Compensation set forth in the Value of Broker's Professional Services section below at the closing of any Contract to Purchase (as that term is hereinafter defined).

c. Value of Broker's Professional Services: The value of Broker's Professional Services is as follows:

1. _____ percent (____%) of the sales price;
2. \$ _____;
3. (other) _____.

d. Possible Payment of Compensation by Seller or Seller's Broker: Buyer directs or does not direct Broker to seek to get Seller or Seller's Broker to pay all or a portion of Broker's Compensation above, provided it does not exceed the value of Broker's Compensation above. If Seller or Seller's Broker agrees to pay all or a portion of Broker's Compensation, it shall reduce the Compensation Buyer shall pay to Broker dollar for dollar.

e. Disclosure Regarding Broker's Compensation: Buyer shall be obligated to pay all of Broker's Compensation not paid by Seller or Seller's Broker. Before making an offer to buy or accepting a counteroffer in a Contract to Purchase, Buyer should confirm: 1) any contribution of Seller or Seller's Broker towards Broker's Compensation; and 2) Buyer's ability to fulfill its Compensation obligation. Buyer should not make any offer to buy or accept any counteroffer in a Contract to Purchase that will result in Buyer paying more of the Broker's Compensation than Buyer can afford.

the buyer to seek to change or alter the seller's broker's compensation without the seller broker's prior written consent. By asking the seller to pay the buyer broker's compensation, it can be more effectively argued that the buyer is seeking additional compensation from the seller, rather than attempting to alter the compensation of the seller's broker.

3. CHANGES TO THE EXCLUSIVE SELLER BROKERAGE ENGAGEMENT AGREEMENT GAR FORM F101

The Exclusive Seller Brokerage Engagement Agreement was updated for 2025 to comply with the NAR settlement. The revised form now includes language explicitly stating that the "Seller shall have no obligation to pay the Compensation of Buyer's Broker". Additionally as seen in the form below, Section 4 was added, detailing the potential compensation the seller may agree to pay the buyer's broker.

In considering whether to pay any portion of the buyer broker's compensation, the seller has three (3) options: 1) the

seller can offer to pay a specific amount or percentage; 2) the seller can choose to pay nothing; or 3) the seller can initially not include an offer to compensate the buyer's broker but can communicate that they are open to negotiating compensation to the buyer's broker. Regardless of the option selected, the seller retains the flexibility to change their mind and later offer compensation to the buyer's broker as part of negotiating the purchase and sale agreement.

The marketing section (Section B.3(b)) was revised to state that any photography or marketing materials paid for or created by the broker are the property of the broker. This change is intended to address disputes that often arise when a subsequent seller's broker uses photographs taken by a previous seller's broker. Additionally, new language was added requiring the seller to warrant that any information provided to their broker for marketing or advertising purposes is accurate and complete. Finally, the lead-based paint disclosure language (Section B.7) was updated to align with new guidance from the federal government.

4. Compensation to Broker(s) for Professional Services ("Compensation"):

a. Generally: Compensation to Broker(s) is negotiable and is not set by law.

b. Compensation to Seller's Broker: Seller agrees to pay Seller's Broker the following Compensation at the closing of any Contract to Sell (as that term is hereinafter defined) of the Property as follows:

- _____ percent (____%) of the sales price;
- \$ _____;
- (other) _____.

c. Whether Compensation is Paid to Buyer's Broker:

Seller hereby approves the following: [SELECT ALL WHICH ARE APPLICABLE]

- {1} not initially offering Compensation to Buyer's Broker but marketing that Seller is open to receiving offers in which Seller pays Compensation to Buyer's Broker;
- {2} Compensation being paid to Buyer's Broker by either; Seller (in addition to the Compensation being paid to Seller's Broker); Seller's Broker (out of the Compensation being paid to Seller's Broker); or Seller and Seller's Broker as set forth in "other" section below:
 - _____ percent (____%) of the sales price;
 - \$ _____;
 - (other) _____.
- If Seller's offer of Compensation to the Buyer's Broker is conditional, specify the conditions here:
_____;

OR

- {3} No Compensation being offered or marketed to Buyer's Brokers.

For all purposes herein, the term "Buyer's Broker" shall mean the Broker, including the Broker representing the Seller, if they are also working with or representing the Buyer as a customer or client.

d. Separate Compensation on Lease. If Seller leases the Property or enters into a lease/purchase agreement or a lease with an option to purchase agreement during this Agreement, Seller shall also pay Broker a separate leasing Compensation in the amount of \$ _____ and as follows: _____

Notwithstanding any provision to the contrary contained herein, the payment of a leasing Compensation (including in lease/purchase transactions or lease with an option to purchase transactions) shall not relieve Seller from paying the Compensation at the closing of a Contract to Sell, as provided elsewhere in this Agreement.

4. CHANGES TO THE AGREEMENT TO WORK WITH BUYER AS A CUSTOMER

GAR FORM F116

The Agreement to Work with Buyer as a Customer was significantly revised for 2025, creating a more formal agreement regarding the broker's services. The updated Agreement now includes a compensation section where the customer agrees to pay the broker's compensation (Section 3.B). It also introduces an arbitration provision (Section 12) as the mechanism for resolving disputes between the customer and the broker. Lastly, it incorporates a broad definition of the terms "buyer" and "seller" to prevent parties from using a family member to purchase a property as a way to circumvent paying a commission.

The customer agreement should be used whenever an agent is directly assisting a buyer in purchasing a property. However, it should not be used in scenarios where the agent is already representing the seller and is simply showing the property to an unrepresented buyer. This also applies to open houses where the agent represents the seller but is only facilitating the showing of the property to potential buyers. While the buyers in all these situations are technically customers, the customer agreement should only be used where the agent has no client in the transaction and is working directly with the buyer to find them a property.

5. NEW FORM: SELLER'S BROKER'S NOTICE TO UNREPRESENTED BUYER

GAR FORM F117

A new notice to customers form was created for situations where an agent represents the seller client in the transaction but is showing the property to an unrepresented buyer who is not working with another broker. The notice informs the buyers that they are responsible for protecting their own interests in the transaction and confirms that the buyer has received the brochure entitled "The ABCs of Agency". Since this form does not include a signature section for the buyer, it is advised that the seller's agent email a copy of the notice to the buyer to ensure there is a documented record of it being provided.

NEW FORM: SHOWING AGREEMENT

GAR FORM F118

A new Showing Agreement was created for 2025, allowing agents to show a property to a buyer without charging any compensation and without establishing any legal obligation for the buyer to continue working with the agent. The purpose of this form is to provide REALTORS® an option to show a small number of properties to buyers that they may not know well, with the hope of converting them into paying clients or customers. (With that being said, working for free is rarely a good business proposition!) Under this agreement, the broker's only obligation is to show the buyer the specified property or properties. If the buyer requires additional brokerage services,

they must enter into a separate agreement with the broker, which would typically include compensation terms.

6. CHANGES TO THE BUYER'S BROKER COMPENSATION AGREEMENT

GAR FORM 259

{A} New Name

The first change to this form was renaming it the "Buyer's Broker Compensation Agreement". The GAR Forms Committee chose this name to focus the form exclusively on the buyer broker's compensation, as this is often a point of negotiation in real estate transactions. Since the seller broker's compensation is no longer addressed in this form, it is essential for agents to use GAR Form F255 Instructions to Closing Attorney in their transactions.

{B} When Buyer (or Buyer's Broker on Behalf of Buyer) Seeks a Contribution towards the Buyer's Broker's Compensation

The Buyer's Broker Compensation Agreement is used when the buyer seeks to have the seller or seller's broker contribute to or fully cover the full amount of the buyer broker's compensation. If the buyer is willing to pay the full amount of the buyer broker's compensation, this agreement is unnecessary, as the compensation is already addressed in the Exclusive Buyer Brokerage Engagement Agreement (GAR Form F110) or in the Customer Agreement (GAR Form F116) depending on whether the buyer is a client or customer. However, many buyers will seek to have the seller or seller's broker pay part or all the compensation owed by the buyer to the buyer's broker. In such cases, the new Buyer's Broker Compensation Agreement can be used to facilitate negotiation over who will pay the buyer broker's compensation in the transaction. The form was also simplified by removing some of the language that had previously included in the general section of the Agreement. While the form retains a section for specifying that the buyer broker's compensation will be paid by the seller's broker, it is generally safer — particularly in terms of compliance with license law — to request that the seller pay the buyer broker's compensation directly, rather than the seller's broker. This approach helps avoid potential issues related to altering the seller broker's compensation without prior written consent, as discussed earlier.

7. CHANGES TO THE PRE-SHOWING COMPENSATION AGREEMENT

GAR FORMS F258

The Pre-Showing Compensation Agreement was revised to simplify its language by removing certain provisions from the general section. An additional requirement was introduced, stipulating that the agreement is only enforceable if the buyer's agent who signs the Pre-Showing Compensation Agree-

ment is the same broker representative that signs the offer. While compensation is paid to the broker, not the licensee, different licensees of a broker may have varying agreements with their respective buyers regarding compensation. As a result, each licensee may negotiate different pre-showing agreements with sellers.

There was considerable discussion by the GAR Forms Committee about whether the Pre-Showing Compensation Agree-

mortgage lender with whom the loan was placed. This change aims to resolve disputes over the validity of loan denial letters when the ultimate mortgage lender, rather than the mortgage broker originally identified as the Approved Lender, issues the loan denial letter.

Third, the GAR Forms Committee addressed an issue affecting condominium and homeowners' associations, where qualified buyers have lost their earnest money because the develop-

The Buyer's Broker Compensation Agreement is used when the buyer seeks to have the seller or seller's broker contribute to or fully cover the full amount of the buyer broker's compensation.

ment is still necessary. Many brokerage firms have adopted a model of fully decoupled real estate commissions, where each party pays their own broker, or are encouraging their agents to handle any seller contributions toward the buyer broker's compensation obligation as part of the broader negotiation package. However, the decision was made to retain the form in the 2025 Forms package since it may still be used in some instances.

8. CHANGES TO THE SELLER'S PROPERTY DISCLOSURE STATEMENT GAR FORM F301

Two new questions were added to the Seller's Property Disclosure Statement. The first asks whether there are any pipeline easements across the property that do not serve the property. This question aims to prompt sellers to disclose the presence of major gas or oil pipelines running across the property. The second question inquires whether spray polyurethane foam insulation is used on the property. This type of insulation can impact an owner's ability to secure a termite bond, as termite infestations can be more difficult to detect when such insulation is used.

9. CHANGES TO THE CONVENTIONAL LOAN CONTINGENCY EXHIBIT GAR FORM F404

The GAR Conventional Loan Contingency Exhibit was updated to address several key areas. Notably, the term "Lender" was redefined to include a mortgage lender, mortgage broker and mortgage loan originator licensed to conduct business in Georgia. This updated definition aligns with how the term "Lender" is defined under state law, ensuring consistency and clarity.

Second, the revised exhibit addresses scenarios where a mortgage broker is named as an Approved Lender. Previously this designation required that the loan denial letter had to come from that broker. Under the new provisions, the loan denial letter can be issued by either the mortgage broker or the

mortgage lender with whom the loan was placed. This change aims to resolve disputes over the validity of loan denial letters when the ultimate mortgage lender, rather than the mortgage broker originally identified as the Approved Lender, issues the loan denial letter.

Third, the GAR Forms Committee addressed an issue affecting condominium and homeowners' associations, where qualified buyers have lost their earnest money because the develop-

ment failed to meet underwriting guidelines. Otherwise, qualified buyers often discover after the financing contingency period has expired that loans for certain condominium developments are ineligible for VA or FHA financing, or cannot be sold to FNMA or FHLMC, due to the development's failure to meet their underwriting criteria. In such situations, buyers would lose their earnest money if they were unable to close. To address this, the new Section 8 allows buyers to terminate the purchase contract without a penalty up to closing if the termination is due to the development itself not meeting underwriting guidelines.

Lastly, Section 10 was updated to address the evidence a buyer must present to the seller to demonstrate the ability to close. Disputes often arise over what constitutes sufficient evidence of this ability. The revised section specifies that a mortgage loan commitment is sufficient evidence. Additionally, assets such as stocks, savings accounts, gold bars, and other assets that can quickly be converted to liquid funds should also qualify. New language was added stating that the evidence required to demonstrate a buyer's ability to close should be liberally interpreted in favor of determining that the buyer possesses the ability to complete the transaction. In other words, when in doubt, the evidence should favor the buyer's capability to close.

10. CHANGES TO THE COMMERCIAL PURCHASE AND SALE AGREEMENT

GAR FORM CF04

{A} Remedies of Seller Modified Section C.4(a)

The default section of the Commercial Purchase and Sale Agreement was updated to specify that the seller's sole remedy in the event of a buyer default is to retain the buyer's earnest money. This revision aligns the agreement with the approach commonly used in most commercial purchase and sale agreements, as well as the GAR Purchase and Sale Agreement (GAR Form F201) for residential transactions.

**{B} New Section on Certain
Land Foreign Owners Cannot Buy
Section C.5(a)**

The Commercial Purchase and Sale Agreement was updated to include disclosures regarding certain foreign persons purchasing or leasing land. Specifically, the new section addresses limitations on acquiring or leasing agricultural land or land within 10 miles of a military base, installation or airfield.

**11. NEW FORMS: VISITOR SIGN-IN SHEET
AND DISCLAIMER (GAR FORM F846)
AND VIEWING A HOUSE UNDER
CONSTRUCTION FORM (GAR FORM F847)**

Two new forms were introduced to caution buyers about potential hazards when viewing a property. The Visitor Sign-In Sheet and Disclaimer (GAR Form F846) is designed for use at open houses. The Viewing a House Under Construction (GAR Form F847) is intended for those visiting homes under construction. These forms should be regularly utilized to prioritize buyer safety and help prevent potential liability claims.

**12. LEASE FOR RESIDENTIAL PROPERTY
GAR FORM F913**

The Lease for Residential Property was updated to reflect changes prompted by new state law. Under the revised lease, if a tenant fails to pay rent or other monies owed in a timely manner, the landlord must post a notice to vacate or pay the owed sums within three (3) business days. This notice must be placed in a sealed envelope and conspicuously posted on the door of the premises. Similarly, if a tenant holds over after the lease term has ended, the landlord must post a demand for possession in the same manner. Additionally, new language was also added giving the landlord the right to collect a service charge for posting a notice on the door of the premises.

The provision in the lease that stated that it automatically terminated if the tenant filed for bankruptcy and that the tenant would be required to immediately vacate the premises was removed. This change was made because such a clause likely violates bankruptcy law.

**NEW LANGUAGE WAS ADDED IN SECTION C.2(A)
STATING THAT THE LANDLORD SHALL NOT BE
LIABLE FOR DAMAGES OR INJURIES RESULTING
FROM THE TENANT'S FAILURE TO IMMEDIATELY
NOTIFY THE LANDLORD OF ANY DANGEROUS
CONDITION ON THE PREMISES. WHILE IT IS
UNCLEAR WHETHER THIS PROVISION WILL FULLY
INSULATE THE LANDLORD FROM LIABILITY,
THE FORMS COMMITTEE DETERMINED THAT
IT COULD POTENTIALLY PROVIDE ADDITIONAL
LEGAL PROTECTION. ADDITIONALLY, THE
INDEMNIFICATION PROVISION IN SECTION
C.6(G) WAS REVISED TO REQUIRE THE TENANT**

**TO INDEMNIFY THE LANDLORD FOR CLAIMS
ARISING FROM OR RESULTING FROM
THE TENANT'S FAILURE TO NOTIFY THE
LANDLORD OF ANY DANGEROUS CONDITION
ON OR IN THE PREMISES.**

GAR also created three new forms in the leasing area to assist landlords in addressing tenant requests for reasonable accommodations. The first is the Tenant Application to Make a Reasonable Request (GAR Form F935) which allows tenants to formally submit their requests. The second is the Landlord's Response to the Request (GAR Form 937), enabling landlords to document their response. The third is a Sample Landlord Policy on Reasonable Accommodations (GAR Form 936).

**13. NEW BROCHURE: WHAT BUYERS,
SELLERS AND REALTORS® NEED TO KNOW
ABOUT BUYING AGRICULTURAL LAND
AND LAND NEAR MILITARY BASES
GAR FORM CB29**

A new GAR brochure was created to educate buyers, sellers and REALTORS® about the complexities of purchasing agricultural land and land near military bases, installations and airports. This brochure was developed in response to a new Georgia law that restricts certain foreign persons from buying such land.

**14. UPDATED SPECIAL STIPULATION:
SS 302 AMENDMENT TO ADDRESS
CONCERNS AS NOTICE TO TERMINATE**

SS 302 Amendment to Address Concerns as Notice to Terminate was modified for situations where an Amendment to Address Concerns with Property is also used as a conditional notice to terminate. The stipulation states:

**"IN THE EVENT THIS AMENDMENT TO ADDRESS
CONCERNS WITH PROPERTY IS NOT ACCEPTED
BY SELLER AND DELIVERED BACK TO BUYER BY
TWO MINUTES PRIOR TO THE END OF THE DUE
DILIGENCE PERIOD, THIS AMENDMENT TO
ADDRESS CONCERNS WITH PROPERTY SHALL
SERVE AS NOTICE TO TERMINATE THIS
AGREEMENT EFFECTIVE ONE MINUTE PRIOR
TO THE END OF THE DUE DILIGENCE PERIOD."**

This stipulation ensures clarity in timing and intent, providing a clear mechanism for terminating the agreement if the amendment is not accepted within the specified timeframe.

In conclusion, forms changes are typically a biannual occurrence, and this year is no exception. GAR remains committed to ensuring that the GAR Forms comply with the terms of the NAR settlement, while continuing to create forms that are both user-friendly and easy for consumers to understand.