

ARKANSAS REALTORS® ASSOCIATION 2019 PAPER FORMS ORDER SHEET

Company Name _____ Broker's Name _____ (✓ agreement below)

ONLY BROKERS MAY PURCHASE PAPER FORMS

_____ Yes, the Purchase Agreement on the reverse side has been filled out and signed. I understand a 2019 Forms Purchase Agreement MUST be filled out and signed with each order before the order can be processed. Pricing for **Non ARA** members is shown. **ARA Members DIVIDE the sub-total by two.** Forms sold in lots of 10.

2019 Forms Order Sheet (Name of Form)	Qty	10	20	100	200	\$ Total	(Office Use)
Addendum to the Exclusive Right to Sell Agreement		\$7.96	\$11.10	\$37.80	\$63.00	=	
Agency Addendum (Commercial)		\$7.96	\$11.10	\$37.80	\$63.00	=	
Agency Representation Disclosure (Rental)		\$7.96	\$11.10	\$37.80	\$63.00	=	
Broker Price Opinion Required Notice		\$7.96	\$11.10	\$37.80	\$63.00	=	
Closing Date Modification Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Commercial Contract Letter of Intent		\$7.96	\$11.10	\$37.80	\$63.00	=	
Commercial Lease Agreement		\$13.80	\$18.16	\$78.18	\$140.56	=	
Commercial Lease Letter of Intent		\$7.96	\$11.10	\$37.80	\$63.00	=	
Condominium/Town Home Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Contingency Removal Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Delayed Occupancy Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Documents Acknowledgement Buyer/Lessee		\$7.96	\$11.10	\$37.80	\$63.00	=	
Documents Acknowledgement Seller/Lessor		\$7.96	\$11.10	\$37.80	\$63.00	=	
Early Occupancy Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Earnest Money Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Exclusive Agency Agreement (Commercial)		\$7.96	\$11.10	\$37.80	\$63.00	=	
Exclusive Buyer Agency Agreement		\$10.96	\$15.00	\$65.56	\$115.36	=	
Exclusive Buyer/Lessee Agency Agreement (Commercial)		\$13.80	\$18.16	\$78.18	\$140.56	=	
Exclusive Right to Sell Agreement (Agribusiness Land & Farm)		\$13.80	\$18.16	\$78.18	\$140.56	=	
Exclusive Right to Sell Agreement (Auction)		\$13.80	\$18.16	\$78.18	\$140.56	=	
Exclusive Right to Sell Agreement (Lots and Acreage)		\$13.80	\$18.16	\$78.18	\$140.56	=	
*Exclusive Right to Sell Agreement (Residential) *		\$13.80	\$18.16	\$78.18	\$140.56	=	
Exclusive Right to Sell/Lease Agreement (Commercial)		\$13.80	\$18.16	\$78.18	\$140.56	=	
FTC Insulation Requirement Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
*General Addendum *		\$7.96	\$11.10	\$37.80	\$63.00	=	
General Buyer/Lessee Disclaimer		\$7.96	\$11.10	\$37.80	\$63.00	=	
Homestead Tax Exemption Notice		\$7.96	\$11.10	\$37.80	\$63.00	=	
Inspection, Repair & Survey Addendum		\$10.96	\$15.00	\$65.56	\$115.36	=	
Lead-Based Paint Disclosure (Rentals)		\$7.96	\$11.10	\$37.80	\$63.00	=	
Lead-Based Paint Disclosure (Sales)		\$7.96	\$11.10	\$37.80	\$63.00	=	
Loan Assumption Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Multi-Party Compensation Disclosure		\$7.96	\$11.10	\$37.80	\$63.00	=	
Non-Exclusive Buyer Representation Agreement		\$10.96	\$15.00	\$65.56	\$115.36	=	
Non-Representation Disclosure Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Notice of Disclaimer of Warranty on New Homes		\$7.96	\$11.10	\$37.80	\$63.00	=	
Notification of Existing Real Estate Contract Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
Permission-to-Show Agreement		\$7.96	\$11.10	\$37.80	\$63.00	=	
Property Management Agreement		\$10.96	\$15.00	\$65.56	\$115.36	=	
Real Estate Contract (Agribusiness Land & Farm)		\$18.60	\$24.46	\$103.36	\$178.36	=	
Real Estate Contract (at Auction)		\$13.80	\$18.16	\$78.18	\$140.56	=	
Real Estate Contract (Commercial)		\$13.80	\$18.16	\$78.18	\$140.56	=	
Real Estate Contract (Lots and Acreage)		\$18.60	\$24.46	\$103.36	\$178.36	=	
Real Estate Contract (New Construction)		\$18.60	\$24.46	\$103.36	\$178.36	=	
*Real Estate Contract (Residential) *		\$18.60	\$24.46	\$103.36	\$178.36	=	
Residential Lease/Rental Agreement		\$13.80	\$18.16	\$78.18	\$140.56	=	
Seller's Contingency Notice Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
*Seller Property Disclosure *		\$13.80	\$18.16	\$78.18	\$140.56	=	
Seller Property Disclosure (Agribusiness Land & Farm)		\$13.80	\$18.16	\$78.18	\$140.56	=	
Seller Property Disclosure (Commercial)		\$13.80	\$18.16	\$78.18	\$140.56	=	
Seller Financing Information Addendum		\$7.96	\$11.10	\$37.80	\$63.00	=	
*Seller's Counter to the Real Estate Contract *		\$7.96	\$11.10	\$37.80	\$63.00	=	
Short Sale Addendum to the Contract (Residential)		\$7.96	\$11.10	\$37.80	\$63.00	=	
Short Sale Addendum to the Listing Agreement		\$7.96	\$11.10	\$37.80	\$63.00	=	
Septic or Sewage System Addendum (Agribusiness Land & Farm)		\$7.96	\$11.10	\$37.80	\$63.00	=	
*Termination of Real Estate Contract Addendum *		\$7.96	\$11.10	\$37.80	\$63.00	=	
Termination of Residential Lease/Rental Agreement Addendum <small>NEW in 2019</small>		\$7.96	\$11.10	\$37.80	\$63.00	=	
Termination of Real Estate Contract Addendum (Agribusiness Land & Farm)		\$7.96	\$11.10	\$37.80	\$63.00	=	
EMERGENCY PACKAGE: Five each of the forms indicated with *		\$49.50				=	

NON-Member Total \$ _____ OR Member Total (after 50% Discount) \$ _____

+ Shipping \$10 (or \$20 ≥ 200) \$ _____ + Sales Tax Calculated by ARA \$ _____

(EXPEDITED SHIPPING IS AVAILABLE FOR AN ADDITIONAL \$25 ADDED TO THE REGULAR SHIPPING CHARGES. NO WEEKEND DELIVERIES. Call ARA after placing this online order to confirm this Expedited Shipping Option for YOUR ORDER.)

TOTAL DUE \$ _____

ARKANSAS REALTORS® ASSOCIATION
11224 EXECUTIVE CENTER DRIVE, LITTLE ROCK, AR 72211

2019 Forms Purchase Agreement

TELEPHONE: 501-225-2020 TOLL FREE IN-STATE: 1-888-333-2206 FAX: 501-225-7131

www.arkansasrealtors.com or email questions@arkansasrealtors.com

Payment for fax, mail or email orders by credit card only. Checks and cash payment (please have exact change) permissible for walk-in orders ONLY.

ARA must have this completed 2019 Forms Purchase Agreement with each order before your order can be processed.

I, _____ ("Purchaser"), am a Real Estate Broker licensed by the Arkansas Real Estate Commission. I understand the Arkansas Real Estate Commission does not have legal authority to approve real estate forms and that AREC does not require the use of any particular form. Information about ordering forms from the Arkansas REALTORS® Association is being furnished by AREC in the interest of all real estate companies' having access to forms designed by an attorney. I hereby agree to all the following provisions regarding usage of the Arkansas REALTORS® Association contracts and forms:

Check ONE of the following:

Purchaser is a REALTOR® member in good standing with the National Association of REALTORS® and agrees to use the forms that display the REALTOR® logo. Membership is through the Arkansas (your Local Board) _____ REALTORS® Association. If out of the State of Arkansas please indicate State and Local Board membership, _____
If not an Arkansas REALTOR® Member - you will not qualify for the ARA member price but will receive the REALTOR® symbol.

Purchaser is a licensed Real Estate Broker but is **not a REALTOR® member of the National Association of REALTORS®** and agrees to use the forms that do not display the REALTOR® logo.

2. Purchaser agrees to only use the most current version available of the forms published by the Arkansas REALTORS® Association and agrees that all unused forms will be discarded by the expiration date listed on the form.

3. Purchaser agrees not to reprint, alter, scan, copy or otherwise reproduce (including electronically) the Arkansas REALTORS® Association forms except to make copies of executed documents as necessary and agrees such forms are copyright protected under Title 17 of the United States Code.

4. Purchaser agrees not to give, resell or otherwise transfer the forms or copies of the forms to any person or entity unless the recipient is a licensed real estate broker in the State of Arkansas and has executed this agreement which is on file with the Arkansas REALTORS® Association.

5. Purchaser agrees to be responsible for the forms sold to Purchaser and understands they are serialized with a number to protect the integrity of the forms.

6. Purchaser agrees and understands that all forms sold to Purchaser are still the property of the Arkansas REALTORS® Association and all rights, title and ownership remain solely in the Arkansas REALTORS® Association. Purchaser is merely permitted to fill in the blanks of the forms in connection with simple real estate transactions in which Purchaser is involved in a marketing capacity.

7. Purchaser agrees that Purchaser's right to use the forms may be canceled at any time by the Arkansas REALTORS® Association immediately upon written notice.

8. Purchaser for him/herself and all individuals licensed under Purchaser's supervision and entities with whom Purchaser is affiliated specifically acknowledges, warrants and represents to the Arkansas REALTORS® Association, its members, officers, directors, agents, attorneys, and independent contractors that the forms being sold include provisions that ostensibly provide for multiple agency relationships and for collection of commission. These provisions were included at the request of the majority of the purchasers and users of the forms. No warranty, suggestion or implication can be inferred by the inclusion of provisions regarding the agency or commission provisions, same being expressly disclaimed by the Arkansas REALTORS® Association, its members, officers, directors, agents, attorneys, and independent contractors. Instead, each Purchaser or user is admonished to seek independent legal counsel prior to use of any form contained in the forms with regard to the legality of multiple agency representation and commissions. In particular, Purchaser is cautioned to visit with legal counsel and refer to regulations promulgated by an agency(ies) of the United States Government (including without limitation statutes and regulations forming part of the Real Estate Settlement Procedures Act ("RESPA")), concerning all compensation policies of Purchaser.

9. Electronic or hard copies of the forms are SOLELY for the use of Purchaser or Purchaser's company and independent contractors, agents and employees recognized by the Arkansas Real Estate Commission as having an Arkansas real estate license and being affiliated with Purchaser or Purchaser's company. Purchased forms may not be published on any marketing materials or medium (including a website maintained by Purchaser or with which Purchaser may have affiliation) and breach of this agreement shall entitle ARA to recall and cancel any forms purchased and, in addition, shall entitle ARA to any and all available remedies pursuant to all applicable laws.

10. No representation or warranty is made by the Arkansas REALTORS® Association as to the legal validity or accuracy of any provision in any specific transaction using any form(s) purchased by Purchaser other than the representation that the forms have been reviewed and generally approved by an Arkansas licensed attorney.

Name of Company _____ Phone Number _____

Street Address (NO P.O. BOXES ACCEPTED) _____

COUNTY/City/State/Zip _____

Broker's Signature: _____ Date _____

Broker's License # _____ Email _____

PRINT information legibly please to insure prompt processing of your order

Card # _____ Exp Date (MM/YY) _____ Name on Card _____

Signature _____

Credit Card billing address / city / state / zip (where do you receive your credit card bill?):

Address: _____

City _____ State _____ Zip _____

What Arkansas REALTORS® Association's Copyrights Mean to Members

By Joel Carter, Quattlebaum, Grooms, Tull & Burrow, PLLC

As you may know, Arkansas REALTORS® Association's Real Estate Contracts (the "Forms") are copyrighted by ARA. ARA sells copies of the Forms to members and non-members for use in connection with various real estate transactions. Due to several members' confusion concerning ARA's copyrights in the Forms, the Executive Committee asked us to provide a brief overview of ARA's copyrights and to explain why ARA enforces them. We will start with a summary of relevant copyright law then provide specific examples of actions that violate ARA's copyrights. As you will see, the Executive Committee's decision to enforce ARA's copyrights in the Forms provides significant benefits and protections to members.

In the United States, a copyright does not require any special filing or approval; as long as a work is original, the author automatically gets a copyright. With respect to copyrighted writings, the copyright owner can prevent others from making copies of the writing, from publicly displaying the writing (including displaying the writing on a website) and from altering the writing. Accordingly, violations of ARA's copyrights include: (1) copying the Forms in whole or in part; (2) extracting language from the Forms for the purpose of forming a contract; (3) altering the wording of the Forms, including their serial numbers; (4) providing copies of any portion of the Forms to third parties, including making them available on third-party websites.

Violating ARA's copyrights can result in civil liability for actual damages, lost profits, costs and attorneys' fees, as well as criminal liability. Persons who violate ARA's copyrights may also be held responsible for ARA's legal fees and court costs.

Some members have suggested that after they purchase the Forms, they may do with them as they please. This belief is legally inaccurate, harmful to ARA and hazardous to those who hold it. As described above, copying, altering, excerpting or publicly displaying the Forms after they are purchased violates ARA's copyrights. ARA enforces its copyrights in the Forms to protect its members and to ensure it has funding necessary to perform beneficial services for its members.

Pursuant to decisions of the Arkansas Supreme Court and regulations promulgated by the Arkansas Real Estate Commission, Arkansas real estate agents and brokers can practice law on a limited basis by filling in the blanks of standardized real estate forms (such as the Forms) when such forms are used to complete simple real estate transactions and have been approved by a licensed Arkansas attorney. See, AREC Regulation 10.10(c) and Pope County Bar Association, Inc. vs. Suggs, 724 S.W. 2nd 828 (1981). This ability allows agents and brokers to complete the Forms without hiring a lawyer. When agents and brokers alter the Forms beyond filling in blanks or excerpt provisions from the Forms for the purpose of forming a contract, they may be engaged in the unauthorized practice of law. Furthermore, ARA fears that rampant altering of the Forms and the resulting unauthorized practice of law could cause the Arkansas Supreme Court or the Arkansas legislature to rewrite the law to prevent real estate agents and brokers from completing lawyer-approved forms in connection with real estate transactions. This would lead to a vast increase in transaction costs to consumers who would be forced to incur substantial legal fees for simple real estate transactions. By enforcing its copyrights, ARA protects members from engaging in the unauthorized practice of law and hopes to maintain the ability of agents and brokers to complete lawyer-approved real estate contracts instead of needing to pay a lawyer to perform the same service.