

PERSONAL PROPERTY / INCLUSIONS-EXCLUSIONS ADDENDUM (ARKANSAS)

Legally Binding Real Estate Document

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Arkansas Personal Property Addendum

This Personal Property / Inclusions-Exclusions Addendum ("Addendum") is a legally binding document. If not understood, seek competent legal advice.

Effective Date:

1. PARTIES

1.1. Buyer Name: ("Buyer")

1.2. Seller Name: ("Seller")

2. PROPERTY

2.1. Property Address:

2.2. City: , County: , State: Arkansas, Zip: ("Property")

3. REFERENCE TO PURCHASE AGREEMENT

3.1. This Addendum is made a part of the Purchase and Sale Agreement between Buyer and Seller dated ("Purchase Agreement") for the sale of the Property.

3.2. This Addendum is incorporated into and modifies the Purchase Agreement.

4. GENERAL INCLUSION OF FIXTURES

(Select one)

All fixtures attached to the Property are included in the sale, except as specifically excluded in Section 5.

The following fixtures are included in the sale. Fixtures include, but are not limited to: all built-in appliances; heating, ventilation, and air conditioning equipment; plumbing and lighting fixtures; ceiling fans; attached carpeting; attached mirrors; window and door screens; storm doors and windows; window treatments and hardware; awnings; mailboxes; television antennas and satellite dishes (excluding receiver components); landscaping; fences; and built-in shelving.

Additional Included Fixtures:

5. FIXTURES EXCLUDED FROM SALE

(Select one)

No fixtures are excluded from the sale.

The following fixtures are specifically excluded from the sale and shall be removed by Seller prior to closing, with any damage caused by removal repaired by Seller to a condition substantially similar to the surrounding area:

6. PERSONAL PROPERTY INCLUDED IN SALE

(Select one)

No personal property is included in the sale.

The following items of personal property ("Personal Property") are included in the sale at no additional cost to Buyer. Seller will convey title to the Personal Property to Buyer at closing by a separate Bill of Sale.

Included Personal Property:

7. PERSONAL PROPERTY EXCLUDED FROM SALE

(Select one)

No additional personal property is excluded from the sale. All personal property not specifically listed in Section 6 is excluded.

In addition to all personal property not listed in Section 6, the following items are specifically excluded from the sale, even if they could be considered fixtures:

8. LEASED OR THIRD-PARTY-OWNED ITEMS

(Select one)

Seller represents that there are no leased or third-party-owned items at the Property.

Seller discloses that the following items at the Property are leased or owned by a third party and are not included in the sale (e.g., propane tanks, security systems, water treatment systems, solar panels). Seller shall provide Buyer with copies of all related agreements.

9. COMMON ITEMS CLARIFICATION

For the avoidance of doubt, the parties agree to the following treatment of common items:

All Kitchen Appliances (e.g., Refrigerator, Range/Oven, Dishwasher, Microwave):	Included	Excluded
Washer and Dryer:	Included	Excluded
All Window Coverings (e.g., blinds, curtains, shades, and hardware):	Included	Excluded
All Attached Light Fixtures and Ceiling Fans:	Included	Excluded
All Wall-Mounted Televisions and Mounting Brackets:	Included	Excluded
Security System (all components):	Included	Excluded
Other:	:	Included Excluded

10. CONDITION OF INCLUDED ITEMS

(Select one)

All Included Items (Fixtures and Personal Property) are transferred in their current, "as-is" condition with no warranties, express or implied.

Seller warrants that all Included Items will be in good working order at the time of closing, normal wear and tear excepted.

Other:

11. DELIVERY OF PERSONAL PROPERTY

11.1. All Included Items shall be delivered and left at the Property for the Buyer at or before the time of closing.

11.2. Seller warrants that all included Items shall be free and clear of all liens, security interests, and encumbrances at the time of closing, unless otherwise disclosed in Section 8.

12. CONFLICTS WITH PURCHASE AGREEMENT

In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Purchase Agreement regarding included or excluded items, the terms of this Addendum shall control.

13. NOTICES

Any notice required or permitted under this Addendum shall be in writing and delivered by one of the following methods:

Personal Delivery

Certified Mail, Return Receipt Requested

Commercial Courier Service (e.g., FedEx, UPS)

Email to the addresses provided in the Purchase Agreement

14. TIME AND DEADLINES

Time is of the essence for all provisions of this Addendum.

15. ARKANSAS-SPECIFIC PROVISIONS

15.1. Fixture Classification: For purposes of this Addendum, a "Fixture" is an item of personal property that has become so related to the real property that an interest in it arises under Arkansas real property law. The determination shall be based on the three-part test used by Arkansas courts: (1) the degree of physical attachment (annexation) to the realty; (2) the adaptation of the item for use with the realty; and (3) the intent of the party making the attachment.

15.2. Mineral Rights: This Addendum does not convey any interest in oil, gas, or other minerals. The conveyance of mineral rights, if any, must be addressed in the Purchase Agreement or a separate instrument.

15.3. Bill of Sale: The transfer of title for any Personal Property listed in Section 6 shall be executed through a separate Bill of Sale at closing.

16. ELECTRONIC SIGNATURES AND COUNTERPARTS

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures.

17. ENTIRE AGREEMENT AS MODIFIED

This Addendum, together with the Purchase Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

18. GOVERNING LAW

This Addendum shall be governed by and construed in accordance with the laws of the State of Arkansas.

SUMMARY OF INCLUDED AND EXCLUDED ITEMS

For clarity, the parties may summarize key items below. This summary does not supersede the specific elections made in Sections 4 through 9.

Key Included Items:

Key Excluded Items:

ADDENDA AND ATTACHMENTS CHECKLIST

This Addendum is part of a contract package that may include the following checked items:

- Purchase Agreement
- Bill of Sale (to be provided at closing if applicable)
- Inventory List
- Arkansas Seller's Property Disclosure Form
- Other:

SIGNATURES

BUYER SIGNATURE 1

Buyer Signature:

BUYER PRINTED NAME 1

Printed Name:

Date:

BUYER SIGNATURE 2

BUYER PRINTED NAME 2

Buyer Signature:

Printed Name:

Date:

SELLER SIGNATURE 1

SELLER PRINTED NAME 1

Seller Signature:

Printed Name:

Date:

SELLER SIGNATURE 2

SELLER PRINTED NAME 2

Seller Signature:

Printed Name:

Date:

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT.** If you do not fully understand its terms, seek competent legal advice before signing.