

CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

PROPERTY ADDRESS

<p>SELLER NAME: _____</p> <p>LICENSEE NAME: _____</p> <p>in this consumer's current or prospective transaction is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Seller is Unrepresented.</p> <p><input type="checkbox"/> Agent for the Seller.</p> <p><input type="checkbox"/> Designated Agent for the Seller.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p>	<p>BUYER NAME: _____</p> <p>LICENSEE NAME: _____</p> <p>in this consumer's current or prospective transaction is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Buyer is Unrepresented.</p> <p><input type="checkbox"/> Agent for the Buyer.</p> <p><input type="checkbox"/> Designated Agent for the Buyer.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p>
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This form was delivered in writing, as prescribed by law, to any unrepresented buyer **prior to the preparation of any offer to purchase**, OR to any unrepresented seller **prior to presentation of an offer to purchase**; OR (if the Licensee is listing a property without an agency agreement) **prior to execution of that listing agreement**. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.**

By signing below, parties acknowledge receipt of confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Seller Signature	Date	Buyer Signature	Date
Seller Signature	Date	Buyer Signature	Date
Listing Licensee	Date	Selling Licensee	Date
Listing Company	Date	Selling Company	Date

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.



MLS Limited Service Listing Contract

Includes Terms & Conditions for Exclusive Agency MLS Listing Agreement

After this document is signed by Listing Broker it becomes a legally binding contract.

Seek legal advice form an attorney experienced in real estate transactions if you feel necessary.

LISTING BROKER: RDH Services, LLC dba The Home Buyers Realty (Hereinafter referred to as ("Listing Broker"))

Property Type: _____ **Acres:** _____

Typical types: Single Family, Single Family PUD, Condo, Multi-Family, Lot/Land/Farm, Commercial, Mfg. Home

County _____ Year Built: _____ New const. Select Yes _No_

Circle: Type of Sewage Disposal: Private Septic System or Public Sewer

Print Clearly - Seller's Primary Contact E-mail address: _____

Print Clearly — Seller #1 Contact Phone Number(s) _____

Print Clearly — Seller #2 Contact Phone Number(s) _____

Print Clearly — OWNER(S) or SELLER(S) NAME(S) _____

Print Clearly — OWNER(S) or SELLER(S) NAME(S) _____
(Hereinafter referred to as "Seller")

1. PROPERTY ADDRESS: _____

2. LISTED PRICE: \$ _____ Seller is solely responsible for determining the appropriate Listing price. Listing Broker recommends that Seller contact a local experienced TN licensed appraiser to help establish the asking price if Seller is in doubt what the list price should be.

3. CONTRACT TERM: This Contract will be effective for a period beginning from the date this contract is signed by Listing Broker. Seller may cancel this contract by following the terms of Para. 27. The agreement will terminate on the expiration date which is _____ days (Normally 6 mos. or 185 days) from activation date.

Enter Plan # _____ or Plan Name _____

MLS extensions require Seller's signed request to be on file with Listing Broker 72 hours before contract expiration date on the signature page of this agreement. The fee to extend is \$99.00 for 6 months. payable by check to Listing Broker. Call listing broker and receive confirmation.

4. BUYER'S AGENT or BUYER'S FACILITATOR COMMISSION: Seller to offer a _____% commission of the gross sold price to the Buyer's Agent/Facilitator who procures a willing and able buyer for the property address listed in number 1 above. Listing Broker will instruct the closing agent or title company to pay the entire selected commission to the procuring agent's broker. Buyer's Broker/Agent/Facilitator, who is a member of the MLS in which the listed property appears, will be paid this commission unless otherwise agreed to in writing. This contract will automatically be extended to the settlement date if the property is under contract on the expiration date. **If Seller procures the buyer, no commission is due.** Listing Broker recommends offering a competitive Commission. To determine what is a competitive commission e-mail Listing Broker for a list of competing properties by giving the list price, county, zip code, subdivisions, town or city. **Only enter a specific percent for the commission. DO NOT** enter a range, write in negotiable or leave the entry blank.

5. PURPOSE OF THIS CONTRACT: Seller is hiring Listing Broker to submit the property (with its' full address information) to the primary MLS serving the area. Listing Broker will be making an offer of compensation, as authorized by the Seller in paragraph 4, to other brokers to find a buyer. Listing Broker is acting only to complete these previously mentioned duties.

6. MLS RULES: Seller agrees to abide by all MLS rules and guidelines. MLS Rules for the specific area served by the Primary MLS is available upon request.

7. FOR SALE SIGN: TN MLS Rules prohibit the use of any For Sale Sign on MLS listed property that is not the Listing Broker's Sign(s). The for sale sign will be provided by Listing Broker and mailed to Seller via USPS promptly after the MLS listing has been activated. *No frame is provided.* Seller will be able to display Seller's contact phone number on the top portion of the 18"X24" sign. All calls and questions will be referred to seller's contact number(s) or email address listed on the MLS Listing Contract.

8. WAIVING SPECIFIC SERVICES: Seller is hiring Listing Broker to serve as a Limited Service Listing Broker, in so

doing, Seller shall waive the following services which are typically provided by a Full Service Broker but not by a Listing Broker on a Limited Service Listing:

NOTE: Per TN state Law TCA 62-13-404 the Listing Broker serves as AN AGENT FOR THE SELLER when providing the Seller an Exclusive Agency MLS Listing Contract which includes certain duties owed to all consumers as explained in the Agency Disclosure unless *specifically and individually waived by the seller*.

For this listing Seller(s) need to initial A, B, C and D below to show they are waiving those duties:

A. Scheduling all property showings on behalf of the Seller;

Enter all owner(s) initials to waive A > _____ | _____ **Note:** Seller will always schedule showing appointments.

B. Receiving all offers and counter offers and forwarding them promptly to the Seller;

Enter all owner(s) initials to waive B > _____ | _____ **Note:** Listing Broker may receive offer(s) to send to seller.

C. Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the licensee's expertise;

Enter all owners' initials to waive C > _____ | _____ **Note:** Every buyer and transaction are different. Successful negotiating cannot be guaranteed.

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

Enter all owners' initials to waive D > _____ | _____ **Note:** A Pre-closing checklist for this is provided by listing broker upon request.

Upon waiver of the above duties, the Seller is advised that the Seller *may* not expect or seek assistance from any other licensees in the transaction (such as the Buyer's Agent or Facilitator) for the performance of the above duties listed under **A-D** above. Tennessee's Minimum Services Law became effective May 23, 2006.

If Seller fails to waive the 4 specific services above, the listing will be considered to be a full service listing and not a service that listing Broker will agree to provide.

9. LISTING BROKER FLAT FEE: Seller has prepaid an upfront fee of \$ _____ to _____ for the above mentioned services. If Seller has not prepaid, the Seller agrees to pay Listing Broker \$ _____ by check within 7 business days of activating MLS listing. Make check payment to RDH Services, LLC and mail check to RDH Services, LLC, 803 North East End Rd. Strawberry Plains, TN 37871.

10. LISTING BROKER COMMUNICATIONS: Seller authorizes majority of all Listing Broker communications to Seller to be via e-mail to this e-mail address: _____ and by telephone to the following phone number(s) _____. If the listed email or phone numbers are left blank, Listing Broker will use Seller's e-mail address on file.

11. REALTOR.COM: No Realtor.com listings permit listing agents to display Seller's contact information. Realtor.com displays Listing Broker's phone number only. Listing Broker refers all calls and e-mails to Seller for the listing. Seller understands that Realtor.com displays a limited number of photographs (4) of Seller's listing and some details about the listing are generated automatically via a feed from the MLS. Listing Broker assumes no responsibility as to the accuracy of the listing on Realtor.com and other third party sites. Seller agrees to not contact Listing Broker requesting changes to the listing details on the Realtor.com listing. Errors on the MLS Listing will be handled as outlined in paragraph 12 below.

12. CHANGES TO MLS LISTING: Seller agrees to submit property data omissions and errors after carefully checking MLS listing data for accuracy. Corrections or omissions to listing are to be made as soon as possible by Listing Broker upon notification. Changes to the listing that involves price, commission, extension or withdrawal require the following information: MLS#, listing address, requested change to be made with **all** Seller signatures.

13. CONFLICT OF INTEREST: Listing Broker will promptly notify Seller if there is a conflict of interest.

14. PUBLICATION OF SALE PRICE: Seller is aware that newspapers may publish the final sale price after settlement. Listing Broker has permission to advertise the sales price. **Seller shall not advertise asking price lower than MLS asking price.**

15. SELLER WILL REVEAL MATERIAL DEFECTS OR ENVIRONMENTAL HAZARDS: Defects and Hazards will be revealed to buyers, including Lead Based Paint if property is built before 1978. This also includes Sellers who are exempt from the Real Estate Seller Disclosure Law. A material defect is a problem or condition that: Is a possible danger to those living on the Property, or Has a significant, adverse effect on the value of the Property. If the Seller fails to disclose known material defects and/or environmental hazards: Seller **will not hold** Listing Broker or Licensee responsible in any way.

Seller will protect Listing Broker from any claims, lawsuits, and actions that result. Seller will pay all of Listing Broker's or Licensee's costs that result. This includes attorney's fees and court ordered payments or settlements (money Listing Broker pays to end a lawsuit or claim).

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet entitled: **Protect Your Family From Lead in the Home**. Seller to give EPA pamphlet to buyers.

16. PROVIDING ALL REQUIRED DOCUMENTS: See RECORD MAINTENANCE FOR TENNESSEE REAL ESTATE FIRMS after the signature page of this contract. Seller understands that the recommended protocol for the initial offer coming from any agent will be to submit the offer to the Listing Broker for delivery by e-mail attachment to the Seller. The TN Real Estate Commission requires Listing Broker to have on file the following for a period of 3 years following the consummation of a sale:

1. Copy of all offers submitted on the listing by buyer agents/facilitators before being altered by the Seller
 2. Copy of all counter offers as submitted
 3. Copy of all Disclosures, Disclaimers and Notices
 4. Copy of all Accepted Contracts and all accompanying documents including a HUD-1 Settlement Statement with Buyer(s) and Seller(s) signatures
 5. Copy of the Seller's Final Property Condition Disclosure signed by seller and buyer
- Listing Broker will provide seller links to the most commonly used real estate transaction documents and a checklist of documents required for the proper documentation of the transaction as required by the TN Real Estate Commission

17. EARNEST MONEY DEPOSIT: Listing Broker does **not hold** earnest money deposits. Seller is advised to have an attorney, title company or the buyer's agent's broker to hold the earnest money deposit, subject to all laws & regulations. Usually the latter two groups will provide this service free of charge.

18. NOTICE TO PERSONS OFFERING TO SELL OR LEASE OR RENT HOUSING: Federal/state laws make it illegal for Seller, Listing Broker, or anyone to use RACE, COLOR, RELIGION, or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property. Seller also acknowledges that many jurisdictions have stricter laws that extend protection to political beliefs, income, sexual orientation and other factors. Seller agrees to investigate and comply with all laws regarding discrimination.

19. REPORTING TIMELINESS AND ACCURACY: Seller accepts full responsibility and liability for the accuracy and timeliness of data and documents submitted to the Listing Broker. Seller will notify Listing Broker within 24 hours of any changes or corrections. At settlement, Seller will fax or e-mail a copy via an attachment of the Buyer's and Seller's signed documents listed in paragraph 16 above.

Seller to pay \$150.00 per document page for any document(s) not delivered to the Listing Broker as stipulated.

Seller may instruct Closing Agent to send documents to Listing Broker. Seller is still responsible for timely delivery to avoid being charged \$150 per document page for noncompliance.

Seller to verify Listing Broker's receipt of required docs. Sellers will be charged for any MLS or TN Real Estate Commission Fines caused by non-compliance to this contract.

20. REPORTING FEES PAID: The Real Estate Settlement and Procedures Act (RESPA) requires all fees to be reported on the HUD1 form at settlement. Seller is responsible for reporting any Listing Broker Fee recorded on the HUD1 sheet as "Paid Outside of Closing, or 'POC' " Any Administrative Fee (if applicable) paid to Listing Broker is to be shown on the HUD-1 and paid at closing.

21. LISTING BROKER NOT RESPONSIBLE FOR DAMAGES: Seller agrees that Listing Broker is not responsible for any damage to the Property or any loss or theft of personal goods from the property, unless such damage, loss or theft is directly caused by Listing Broker. Listing Broker does not keep on file or give out Key Lock Box Codes for anyone to enter the property. Key Lock Box Codes will not be displayed on the MLS listing.

22. DOCUMENT PREPARATION: Listing Broker will provide assistance with document preparation to Seller primarily via telephone. Seller agrees to print and review all applicable documents noting all questions and concerns before contacting Listing Broker. Listing Broker has made available blank documents to use with the most common real estate transactions. Seller understands Listing Broker is not licensed as an attorney and does not provide legal advice. Seller should consult with an experienced TN licensed attorney as needed.

23. MISCELLANEOUS: Seller understands that Listing Broker is not responsible for natural or other disruptions to services that may occur. Some disruptions, malfunctions or failure in services can be caused by the following: loss of electric power, telephone service, cable company service, fax service, all computer and related equipment, web site hosting services, e-mail servers and software used by Listing Broker. Listing Broker agrees to make every reasonable effort to resolve loss of service in a timely manner.

24. RESPONSE TIME: Listing Broker agrees to respond to all reasonable requests within the scope of the Listing Broker's responsibilities within 24 hours or sooner subject to current workload. If Listing Broker has not met this deadline Seller agrees to remind Listing Broker via e-mail of the request to avoid any unintended delay.

25. RECEIVING OFFERS: Documenting all transaction involving co-op agents is considered top priority by Listing Broker. Seller agrees to advise all Buyer Agents/Facilitators to contact Listing Broker before preparation of an offer or entering into negotiations directly with Seller for specific directions. If an offer is delivered to the Seller directly by an agent, Seller agrees to contact Listing Broker immediately prior to altering the offer in anyway. Failure to do this can affect documentation of the transaction per TN Real Estate Commission Rules for which Listing Broker must abide under the TN Real Estate Broker's License law. Seller agrees to pay for all TN Real Estate Commission fines and or damages and Listing Broker's attorney fees related to not being in compliance with this paragraph. In most instances the initial offer from a buyer's agent will be sent to the Listing Broker for delivery to seller.

26. NO OTHER BROKER CONTRACTS: Seller will not list this property with another broker during this contract period, unless Seller is released from this Listing Contract under the terms of Paragraph 27.

27. CANCELLATION: Seller may cancel this contract at any time under the following conditions: (1) Seller's cancellation request must be in writing with all Seller's signature(s). (2) Seller may not cancel this Listing Contract when an offer has been presented and the Seller has not replied in writing to the party making the offer. (3) Seller may not cancel this Listing Contract if the Property is under contract with a buyer. Seller must first reject any offers and/or be released from a Sales Agreement before the listing is canceled. The intent of this paragraph is to prevent claims from cooperating brokers for an earned commission.

28. TENANCY BY ENTIRETY: When married as an owner of a primary residence in Tennessee, Tenancy By Entirety property ownership rights apply in most cases. The name on the mortgage loan does not affect this. If Seller has questions about Tenancy By Entirety, it is recommended to contact an attorney experienced in TN real estate transactions for more information. Listing Broker requires the spouse to sign for a listing that is the primary residence.

29. PHOTOGRAPHS (Digital Images): Seller is responsible for submitting MLS photographs to Listing Broker. Please follow instructions as outlined in your MLS listing instructions. Listing Broker does not copy photos from other Web sites or the MLS.

30. THIS CONTRACT: This contract is the entire agreement between Listing Broker and Seller, any changes must be in writing and signed by Listing Broker and Seller. The duties of Listing Broker in this contract are intended to comply with all applicable laws, minimum service standards and TN Real Estate and local MLS rules and regulations. The Listing Broker's fee and duration of this contract have been determined as a result of negotiations between Listing Broker and Seller. Breaching this contract gives the Listing Broker, at his discretion, the right to remove listed property from the MLS. If Seller has legal questions, Seller is advised to consult an attorney experienced in Tennessee real estate transactions.

Seller's Signature: _____ Date: _____

Seller's Signature: _____ Date: _____

Listing Broker's Signature: _____ Date: _____

Expiration Date: _____ of MLS Listing MLS# _____

RECORD MAINTENANCE FOR TENNESSEE REAL ESTATE FIRMS

RESIDENTIAL AND COMMERCIAL REAL ESTATE FIRMS ARE REQUIRED BY TENNESSEE LAW TCA 62-13312.#6 TO PRESERVE FOR THREE YEARS FOLLOWING ITS CONSUMATION, ALL RECORDS RELATING TO A REAL ESTATE TRANSACTION.

Those Records Should Include:

1. The Listing Contract between the property owner and the real estate firm.
2. The signed Agency Disclosure Form between the property owner and the real estate firm's listing agent.

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS _____ CITY _____

2 SELLER'S NAME(S) _____ PROPERTY AGE _____

3 DATE SELLER ACQUIRED THE PROPERTY _____ DO YOU OCCUPY THE PROPERTY? _____

4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? _____

5 (Check the one that applies) The property is a site-built home non-site-built home

6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling
7 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a
8 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property
9 transfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The following is a summary of the
10 buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at
11 <http://www.tn.gov/regboards/trec/law.shtml>. (See Tenn. Code Ann. § 66-5-201, et seq.)

- 12 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to
13 the best of the seller's knowledge as of the Disclosure date.
- 14 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 15 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
16 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 17 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain
18 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn.
19 Code Ann. § 66-5-204).
- 20 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 21 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
22 agreed to in the purchase contract.
- 23 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
24 paid.
- 25 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be
26 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
27 occurrence which had no effect on the physical structure of the property.
- 28 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form
29 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
30 form (See Tenn. Code Ann. § 66-5-202).
- 31 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public
32 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not
33 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
- 34 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon,
35 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind
36 by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 37 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller
38 is not required to repair any such items.
- 39 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
40 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).



- 41 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to
 42 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
 43 matters.
- 44 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
 45 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 46 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
 47 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
 48 disposal system permit.
- 49 17. Sellers must disclose the presence of any known exterior injection well, the results of any known percolation test or soil
 50 absorption rate performed on the property that is determined or accepted by the Department of Environment and
 51 Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. §
 52 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws
 53 and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an
 54 existing foundation to another foundation.

55 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above
 56 acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this
 57 information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential
 58 Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential
 59 Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice
 60 of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

61 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must
 62 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
 63 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
 64 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers
 65 may wish to obtain.

66 **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as**
 67 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**
 68 **below and/or the obligation of the buyer to accept such items "as is."**

69 **INSTRUCTIONS TO THE SELLER**

70 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly
 71 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this
 72 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

73 **A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:**

- | | | |
|---|--|--|
| 74 <input type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Garage Door Opener(s) (Number of openers ____) |
| 75 <input type="checkbox"/> Ice Maker Hookup | <input type="checkbox"/> Window Screens | <input type="checkbox"/> ____ Garage Door Remote(s) |
| 76 <input type="checkbox"/> Oven | <input type="checkbox"/> Fireplace(s) (Number) _____ | <input type="checkbox"/> Intercom |
| 77 <input type="checkbox"/> Microwave | <input type="checkbox"/> Gas Starter for Fireplace | <input type="checkbox"/> TV Antenna/Satellite Dish (excluding components) |
| 78 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Gas Fireplace Logs | <input type="checkbox"/> Central Vacuum System and attachments |
| 79 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Smoke Detector/Fire Alarm | <input type="checkbox"/> Spa/Whirlpool Tub |
| 80 <input type="checkbox"/> Water Softener | <input type="checkbox"/> Patio/Decking/Gazebo | <input type="checkbox"/> Hot Tub |
| 81 <input type="checkbox"/> 220 Volt Wiring | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input type="checkbox"/> Washer/Dryer Hookups |
| 82 <input type="checkbox"/> Sauna | <input type="checkbox"/> Irrigation System | <input type="checkbox"/> Pool <input type="checkbox"/> In-ground <input type="checkbox"/> Above-ground |
| 83 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> A key to all exterior doors | <input type="checkbox"/> Access to Public Streets |
| 84 <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Rain Gutters | <input type="checkbox"/> All Landscaping and all outdoor lighting |
| 85 <input type="checkbox"/> Burglar Alarm/Security System Components and controls | | |
| 86 <input type="checkbox"/> Current Termite contract with _____ | | |



- 87 Heat Pump Unit #1 _____ Age (Approx)
- 88 Heat Pump Unit #2 _____ Age (Approx)
- 89 Heat Pump Unit #3 _____ Age (Approx)
- 90 Central Heating Unit #1 _____ Age Electric Gas Other
- 91 Central Heating Unit #2 _____ Age Electric Gas Other
- 92 Central Heating Unit #3 _____ Age Electric Gas Other
- 93 Central Air Conditioning #1 _____ Age Electric Gas Other
- 94 Central Air Conditioning #2 _____ Age Electric Gas Other
- 95 Central Air Conditioning #3 _____ Age Electric Gas Other
- 96 Water Heater #1 _____ Age Electric Gas Solar Other _____
- 97 Water Heater #2 _____ Age Electric Gas Solar Other _____
- 98 Other _____ Other _____
- 99 Garage Attached Not Attached Carport
- 100 Water Supply City Well Private Utility Other _____
- 101 Gas Supply Utility Bottled Other
- 102 Waste Disposal City Sewer Septic Tank Other _____
- 103 Roof(s): Type _____ Age (approx): _____

104 Other Items:

105 _____

106 _____

107 _____

108 To the best of your knowledge, are any of the above NOT in operating condition? YES NO

109 If YES, then describe (attach additional sheets if necessary):

110 _____

111 _____

112 _____

113 _____

114 _____

115 _____

116 **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

117 _____

118 _____

119 _____

120 If leases are not assumable, it will be Seller's responsibility to pay balance.

121 **B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?**

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
122 Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roof Components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
123 Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124 Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
125 Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
126 Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
127 Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
128 Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	YES	NO	UNKNOWN		YES	NO	UNKNOWN
129				Sewer/Septic			
130				Electrical System			
131				Exterior Walls			
132				Heat Pump			
				Central Air Conditioning			
				Double Paned or Insulated Window and/or Doors			

133 If any of the above is/are marked YES, please explain:
134

135 Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary).
136

137 **C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:** YES NO UNKNOWN

138 1. Substances, materials or products which may be environmental hazards
139 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel
140 or chemical storage tanks, methamphetamine, contaminated soil or
141 water, and/or known existing or past mold presence on the subject
142 property? YES NO UNKNOWN

143 2. Features shared in common with adjoining land owners, such as walls, but
144 not limited to, fences, and/or driveways, with joint rights and obligations
145 for use and maintenance? YES NO UNKNOWN

146 3. Any authorized changes in roads, drainage or utilities affecting the
147 property, or contiguous to the property? YES NO UNKNOWN

148 4. Any changes since the most recent survey of the property was done?
149 Most recent survey of the property: (check here if unknown) YES NO UNKNOWN
150

151 5. Any encroachments, easements, or similar items that may affect your
152 ownership interest in the property? YES NO UNKNOWN

153 6. Room additions, structural modifications or other alterations or
154 repairs made without necessary permits? YES NO UNKNOWN

155 7. Room additions, structural modifications or other alterations or
156 repairs not in compliance with building codes? YES NO UNKNOWN

157 8. Landfill (compacted or otherwise) on the property or any portion
158 thereof? YES NO UNKNOWN

159 9. Any settling from any cause, or slippage, sliding or other soil problems? YES NO UNKNOWN

160 10. Flooding, drainage or grading problems? YES NO UNKNOWN

161 11. Any requirement that flood insurance be maintained on the property? YES NO UNKNOWN

162 12. Is any of the property in a flood plain? YES NO UNKNOWN

163 13. Any past or present interior water intrusions(s) from outside home,
164 standing water within foundation and/or basement? YES NO UNKNOWN

165 If yes, please explain. If necessary, please attach an additional sheet
166 and any available documents pertaining to these repairs/corrections.
167

170 14. Property or structural damage from fire, earthquake, floods, landslides,
171 tremors, wind, storm or wood destroying organisms? YES NO UNKNOWN
172 If yes, please explain (use separate sheet if necessary).
173

174
175
176 If yes, has said damage been repaired? YES NO UNKNOWN



		YES	NO	UNKNOWN
177	15. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178	“setback” requirements?			
179	16. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
180	17. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
181	18. A Condominium/Homeowners Association (HOA) which has any authority	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
182	over the subject property?			
183	Name of HOA: _____			
184	HOA Phone Number: _____			
185	Special Assessments: _____			
186	Management Company: _____			
187	Management Co. Address: _____			
188	19. Any “common area” (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
189	courts, walkways or other areas co-owned in undivided interest with others)?			
190	20. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
191	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
192	or will affect the property?			
193	22. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
194	If yes, please explain, and include a written statement regarding payment			
195	information.			
196	_____			
197	_____			
198	23. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
199	insulation and finish systems (EIFS), also known as “synthetic stucco”?			
200	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
201	has excessive moisture accumulation and/or moisture related damage?			
202	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
203	<i>professional inspect the structure in question for the preceding concern and provide a written report of the</i>			
204	<i>professional’s finding.)</i>			
205	If yes, please explain. If necessary, please attach an additional sheet.			
206	_____			
207	_____			
208	24. Is heating and air conditioning supplied to all finished rooms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
209	If the same type of system is not used for all finished rooms, please explain.			
210	_____			
211	_____			
212	_____			
213	25. If septic tank or other private disposal system is marked under item (A), does	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
214	it have adequate capacity and approved design to comply with present state			
215	and local requirements for the actual land area and number of bedrooms and			
216	facilities existing at the residence?			
217	26. Is the property affected by governmental regulations or restrictions requiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
218	approval for changes, use, or alterations to the property?			
219	27. Is this property in a historical district or has it been declared historical by	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
220	any governmental authority such that permission must be obtained before			
221	certain types of improvements or aesthetic changes to the property are made?			
222	28. Does this property have an exterior injection well located anywhere on it?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
223	29. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
224	performed on the property that are determined or accepted by			
225	the Tennessee Department of Environment and Conservation?			
226	If yes, results of test(s) and/or rate(s) are attached.			



YES NO UNKNOWN

227 30. Has any residence on this property ever been moved from its original
228 foundation to another foundation? [] [] []

229 31. Is this property in a Planned Unit Development? Planned Unit Development
230 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
231 controlled by one (1) or more landowners, to be developed under unified
232 control or unified plan of development for a number of dwelling units,
233 commercial, educational, recreational or industrial uses, or any combination
234 of the foregoing, the plan for which does not correspond in lot size, bulk or
235 type of use, density, lot coverage, open space, or other restrictions to the
236 existing land use regulations." Unknown is not a permissible answer under
237 the statute. [] []

238 D. CERTIFICATION. I/We certify that the information herein, concerning the real property located at
239
240 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
241 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

242 Transferor (Seller) _____ Date _____ Time _____

243 Transferor (Seller) _____ Date _____ Time _____

245 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
246 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
247
248

249 Transferee/Buyer's Acknowledgment: I/We understand that this disclosure statement is not intended as a substitute for any
250 inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are
251 evident by careful observation. I/We acknowledge receipt of a copy of this disclosure.

252 Transferee (Buyer) _____ Date _____ Time _____

253 Transferee (Buyer) _____ Date _____ Time _____

254 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
255 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
256 the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.



ADDITIONAL REQUIRED RESIDENTIAL DISCLOSURES

Regarding: ("Property") _____

 PROPERTY ADDRESS

Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever been moved from an existing foundation to another foundation, and whether the Sellers have knowledge of any percolation tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment and Conservation and the results of said tests and/or rates. Sellers, pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development as defined therein and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

CHECK ALL THAT APPLY:

YES NO UNKNOWN

- | | | | | |
|--------------------------|--------------------------|--------------------------|--|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 1. An exterior injection well is located on the Property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 2. A single family residence located on Property has been moved from an existing foundation to another foundation. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 3. A percolation test(s) has been performed on the Property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of test(s) are attached. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 4. A soil absorption rate(s) has been performed on the Property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of rate(s) are attached. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 5. This Property is located in a Planned Unit Development. Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Upon request, Seller shall provide to Buyer copies of the development's restrictive covenants, homeowner bylaws and master deed. Unknown is not an appropriate response under the statute. |

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

SELLER	SELLER
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

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

BUYER	BUYER
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

1 Property Address: _____
2 Buyer: _____
3 Seller: _____

4 The Tennessee Residential Property Disclosure Act (Tenn. Code Ann. § 66-5-201, et seq.) requires sellers of residential real
5 property with one to four dwelling units to furnish to a buyer one of the following: (1) a residential property disclosure
6 statement (the “Disclosure”), or (2) a residential property disclaimer statement (permitted only where the buyer waives the
7 required Disclosure). Some property transfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The
8 following is a summary of the buyers’ and sellers’ rights and obligations under the Act. A complete copy of the Act may be
9 found at: <http://www.tn.gov/commerce/boards/trec/law.shtml>.

- 10 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to
11 the best of the seller’s knowledge as of the Disclosure date.
- 12 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 13 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
14 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 15 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
16 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn.
17 Code Ann. § 66-5-204).
- 18 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 19 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
20 agreed to in the purchase contract.
- 21 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
22 paid.
- 23 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be
24 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
25 occurrence which had no effect on the physical structure of the property.
- 26 9. Sellers may provide an “as is”, “no representations or warranties” disclaimer statement in lieu of the Disclosure form
27 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
28 form (see Tenn. Code Ann. § 66-5-202).
- 29 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public
30 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not
31 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
- 32 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon,
33 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind
34 by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 35 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller
36 is not required to repair any such items.
- 37 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
38 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).
- 39 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to
40 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
41 matters.
- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although



- 43 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
46 disposal system permit.
- 47 17. Sellers must disclose the presence of any known exterior injection well, the results of any known percolation test or soil
48 absorption rate performed on the property that is determined or accepted by the Department of Environment and
49 Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. §
50 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws
51 and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an
52 existing foundation to another foundation.

53 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above
54 acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this
55 information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential
56 Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential
57 Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice
58 of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

59 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must
60 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
61 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
62 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers
63 may wish to obtain.

64 **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as**
65 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**
66 **below and/or the obligation of the buyer to accept such items "as is."**

67 The undersigned Seller of the property described as _____
68 does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement
69 as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-
70 209 for the following reason(s):

- 71 This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the
72 administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a
73 trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 74 This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by
75 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who
76 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired
77 the real property by a deed in lieu of foreclosure.
- 78 This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship,
79 conservatorship or trust.
- 80 This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to
81 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy
82 in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding
83 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 84 This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 85 This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 86 This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of
87 consanguinity of one (1) or more of the transferors.
- 88 This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 89 This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 90 This is a transfer of any property sold at public auction.
- 91 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
92 prior to the date of transfer.



93 This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu
94 of foreclosure or by a quitclaim deed.

95 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior
96 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever
97 been moved from an existing foundation to another foundation, and whether the Sellers have knowledge of any percolation
98 tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of
99 Environment and Conservation and the results of said tests and/or rates. Sellers, pursuant to Tenn. Code Ann. § 66-5-213,
100 are also required to disclose in writing if the Property is located in a Planned Unit Development and upon request, provide
101 buyers with a copy of the development’s restrictive covenants, homeowner bylaws and master deed.

102 **CHECK ALL THAT APPLY:**

- | 103 | YES | NO | UNKOWN | |
|-----|--------------------------|--------------------------|--------------------------|---|
| 104 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller knows of the presence of an exterior injection well on the Property. |
| 105 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Seller knows that a single family residence located on Property has been moved from an
106 existing foundation to another foundation. |
| 107 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Seller knows of a percolation test(s) that has been performed on the Property that is
108 determined or accepted by the Tennessee Department of Environment and Conservation.
109 If yes, results of test(s) are attached. |
| 110 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Seller knows of soil absorption rate(s) that has been performed on the property that is
111 determined or accepted by the Tennessee Department of Environment and Conservation.
112 If yes, results of rate(s) are attached. |
| 113 | <input type="checkbox"/> | <input type="checkbox"/> | | 5. This Property is located in a Planned Unit Development. Planned Unit Development is
114 defined pursuant to Tenn. Code Ann. § 66-5-213 as “an area of land, controlled by one
115 (1) or more landowners, to be developed under unified control or unified plan of
116 development for a number of dwelling units, commercial, educational, recreational or
117 industrial uses, or any combination of the foregoing, the plan for which does not
118 correspond in lot size, bulk or type of use, density, lot coverage, open space, or other
119 restrictions to the existing land use regulations.” Upon request, Seller shall provide to
120 buyers copies of the development’s restrictive covenants, homeowner bylaws and master
121 deed. Unknown is not an appropriate response under the statute. |

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

123 _____

124 **SELLER** **SELLER**

125 _____ at _____ o’clock am/ pm _____ at _____ o’clock am/ pm

126 **Date** **Date**

127 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
128 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which
129 builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213.
130 Furthermore, the Buyer should make or have made on the Buyer’s behalf a thorough and diligent inspection of the property.

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

132 _____

133 **BUYER** **BUYER**

134 _____ at _____ o’clock am/ pm _____ at _____ o’clock am/ pm

135 **Date** **Date**

136 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
137 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
138 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

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LEAD-BASED PAINT DISCLOSURE

1 *Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint*
2 *Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the*
3 *Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such*
4 *housing.*

5 **Lead Warning Statement**

6 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978
7 is notified that such property may present exposure to lead from lead-based paint that may place young children at
8 risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological
9 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired
10 memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential
11 real property is required to provide the Buyer with any information on lead-based paint hazards from risk
12 assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards.
13 A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

14 Property Address: _____

15 **Seller Disclosure**

16 ***Seller to check one box below:***

- 17 Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the
18 housing.
- 19 Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has
20 provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based
21 paint hazards in the housing. List any records, reports and/or additional information, including but not limited
22 to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of
23 the lead-based paint and the conditions of the painted surfaces. If no reports or records are available, Seller
24 shall indicate as such.

25 _____
26 _____

27 **Buyer Acknowledgment**

- 28 1) Buyer has received copies of all records, reports and information listed above (if any);
29 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
30 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your
31 Home" (Copies available at <http://www.hud.gov>);
32 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of
33 time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment
34 or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the
35 second box below.

36 ***Buyer to check one box below:***

- 37 Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the
38 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This
39 contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- 40 Buyer ***waives the opportunity to conduct a risk assessment or inspection*** for the presence of lead-based paint
41 and/or lead-based paint hazards.



42 **Licensee Acknowledgment**

43 Licensees have informed the Seller of the Seller’s obligations under 42 U.S.C. § 4852d, as amended, and are
44 aware of listing and selling licensees’ duty to ensure compliance.

45 **Certification of Accuracy**

46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their
47 knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

48 The parties agree that the Licensees’ signatures on this document are for certification and acknowledgment
49 purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

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

51 _____

52 **BUYER** **BUYER**

53 _____ at _____ o’clock am/ pm _____ at _____ o’clock am/ pm

54 **Date** **Date**

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

56 _____

57 **SELLER** **SELLER**

58 _____ at _____ o’clock am/ pm _____ at _____ o’clock am/ pm

59 **Date** **Date**

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

61 _____

62 **REAL ESTATE LICENSEE FOR BUYER**

63 _____ at _____ o’clock am/ pm

64 **Date**

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

66 _____

67 **REAL ESTATE LICENSEE FOR SELLER**

68 _____ at _____ o’clock am/ pm

69 **Date**

For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.

