

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

PROPERTY ADDRESS _____ CITY _____

SELLER'S NAME(S) _____ PROPERTY AGE _____

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

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

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

The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may be exempt from this requirement (see § 66-5-209). The following is a summary of the buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at: http://www.state.tn.us/commerce/boards/trec/rulesandlaws.html/t66/t_66_ch_5.htm

1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to the best of the seller's knowledge as of the Disclosure date.
2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have occurred since the time of the initial Disclosure, or certify that there are no changes.
4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain information provided by a public agency, in lieu of responding to some or all of the questions on the form (See § 66-5-204).
5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
6. Sellers are not required to repair any items listed on the disclosure form, or on any inspection report, unless agreed to in the purchase contract.
7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which had no effect on the physical structure of the property.
9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form (see § 66-5-202).
10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the property at any time within the prior 3 years. See § 66-5-209).
11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon, mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, Seller is not required to repair any such items.
13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a disclaimer statement with no representations or warranties (see § 66-5-202).
14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to Buyer and are set out fully in TCA § 62-5-208. Buyer should consult with an attorney regarding any such matters.
15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
16. Pursuant to § 47-18-104(b), sellers of residences on a septic system are prohibited from knowingly advertising or marketing a home as having more bedrooms that are permitted by the subsurface sewage disposal system permit.

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



The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information contained in the disclosure is the representation of the owner and not the representations of the real estate licensee or sales person, if any. This is not a warranty, or a substitute for any professional inspections or warranties that the purchasers may wish to obtain. **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified below and/or the obligation of the buyer to accept such items "as is."**

INSTRUCTIONS TO THE SELLER

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

A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- | | | |
|---|--|--|
| <input type="checkbox"/> Range | <input type="checkbox"/> Wall / Window Air Conditioning | <input type="checkbox"/> Garage Door Opener(s) and remotes. How Many? ____ |
| <input type="checkbox"/> Oven | <input type="checkbox"/> Window Screens | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Fireplace(s) (Number) ____ | <input type="checkbox"/> TV Antenna / Satellite Dish and all components |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Gas Starter for Fireplace | <input type="checkbox"/> Central Vacuum System and attachments |
| <input type="checkbox"/> Trash compactor | <input type="checkbox"/> Gas Fireplace Logs | <input type="checkbox"/> Spa / Whirlpool Tub |
| <input type="checkbox"/> Water Softener | <input type="checkbox"/> Smoke Detector / Fire Alarm | <input type="checkbox"/> Hot Tub |
| <input type="checkbox"/> 220 Volt Wiring | <input type="checkbox"/> Patio / Decking / Gazebo | <input type="checkbox"/> Sauna |
| <input type="checkbox"/> Washer / Dryer Hookups | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input type="checkbox"/> Current Termite contract |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Irrigation System | <input type="checkbox"/> Access to Public Streets |
| <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> All Landscaping and all outdoor lighting |
| _____ Age (Approx.) | <input type="checkbox"/> Burglar Alarm / Security System | <input type="checkbox"/> A key to all exterior doors |
| | Components and controls | <input type="checkbox"/> Rain Gutters |
| | | <input type="checkbox"/> Pool <input type="checkbox"/> In-ground <input type="checkbox"/> Above-ground |

- | | | | | |
|---|-----------|--------------------------------------|------------------------------|---|
| <input type="checkbox"/> Central Heating | _____ Age | <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Other |
| <input type="checkbox"/> Central Air Conditioning | _____ Age | <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Other |
| <input type="checkbox"/> Water Heater | _____ Age | <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Solar <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____ | | <input type="checkbox"/> Other _____ | | |

- Garage: Attached Not Attached Carport
- Water Supply: City Well Private Utility Other _____
- Gas Supply: Utility Bottled Other _____
- Waste Disposal: City Sewer Septic Tank Other _____
- Roof(s): Type _____ Age (approx): _____
- Other Items: _____

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

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

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

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

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roof Components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer / Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Double Paned or Insulated Window and or Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If any of the above is / are marked YES, Please explain:

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

C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING?

	YES	NO	UNKNOWN
1. Substances, materials or products which may be environmental hazards such as, but not limited to: asbestos, radon gas, lead-based paint, fuel or chemical storage tanks, Methamphetamine, contaminated soil or water, and/or known existing or past mold presence on the subject property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Features shared in common with adjoining land owners, such as walls, but not limited to, fences, and/or driveways, with joint rights and obligations for use and maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Any authorized changes in roads, drainage or utilities affecting the property, or contiguous to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Any changes since the most recent survey of the property was done? Most recent survey of the property: <input type="checkbox"/> (check here if unknown)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Any encroachments, easements, or similar items that may affect your ownership interest in the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Room additions, structural modifications or other alterations or repairs made without necessary permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Room additions, structural modifications or other alterations or repairs not in compliance with building codes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Landfill (compacted or otherwise) on the property or any portion thereof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Is any of the property in a flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Any past or present interior water intrusion(s), standing water within foundation and/or basement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

14. Property or structural damage from fire, earthquake, floods, landslides, tremors, wind, storm or wood destroying organisms? If yes, please explain (use separate sheet if necessary).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If yes, has said damage been repaired?

15. Any zoning violations, nonconforming uses and/or violations of "setback" requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



- | | YES | NO | UNKNOWN |
|---|--------------------------|--------------------------|--------------------------|
| 18. A Homeowners Association (HOA) which has any authority over the subject property?
Name of HOA _____ HOA Address: _____
Monthly Dues: _____ Special Assessments: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Any "common area" (facilities such as, but not limited to, pools, tennis courts, walkways) or other areas co-owned in undivided interest with others? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Any notices of abatement or citations against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects or will affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. Is any system, equipment or part of the property being leased?
If yes, please explain, and include a written statement regarding payment information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> | | | |
| 23. Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"?
If yes, has there been a recent inspection to determine whether the structure has excessive moisture accumulation and/or moisture related damage?
<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified professional inspect the structure in question for the preceding concern and provide a written report of the professional's finding.)</i>
If yes, please explain. If necessary, please attach an additional sheet. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> | | | |
| 24. Is heating and air conditioning supplied to all finished rooms?
If the same type of system is not used for all finished rooms, please explain. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> | | | |
| 25. If septic tank or other private disposal system is marked under item (A), does it have adequate capacity and approved design to comply with present state and local requirements for the actual land area and number of bedrooms and facilities existing at the residence? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. Is the property affected by governmental regulations or restrictions requiring approval for changes, use, or alterations to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. Is this property in an historical district or has it been declared historical by any governmental authority such that permission must be obtained before certain types of improvements or aesthetic changes to the property are made? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

Transferor (Seller) _____ Date _____ Time _____
Transferor (Seller) _____ Date _____ Time _____

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

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

Transferee (Buyer) _____ Time _____
Transferee (Buyer) _____ Time _____



