

## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT

Property Address: 3163 Brewer Rd. Crossville TN 38572

Buyer: \_\_\_\_\_

Seller: Richard L. Clark

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 Tenn. Code Ann. § 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.tn.gov/commerce/boards/trec/law.shtml>

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 Tenn. Code Ann. § 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 past or future 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 Tenn. Code Ann. § 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 three (3) years. See Tenn. Code Ann. § 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 Tenn. Code Ann. § 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 Tenn. Code Ann. § 66-5-208. 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.



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

71 **CHECK ALL THAT APPLY:**

72 YES NO UNKNOW

- |    |                          |                                     |                                     |    |   |
|----|--------------------------|-------------------------------------|-------------------------------------|----|---|
| 73 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1. | Seller knows of the presence of an exterior injection well on the Property.               |
| 74 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. | Seller knows that a single family residence located on Property has been moved from an    |
| 75 |                          |                                     |                                     |    | existing foundation to another foundation.  |
| 76 | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 3. | Seller knows of a percolation test(s) that has been performed on the Property that is     |
| 77 |                          |                                     |                                     |    | determined or accepted by the Tennessee Department of Environment and Conservation.       |
| 78 |                          |                                     |                                     |    | If yes, results of test(s) are attached.  |
| 79 | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 4. | Seller knows of soil absorption rate(s) that has been performed on the property that is   |
| 80 |                          |                                     |                                     |    | determined or accepted by the Tennessee Department of Environment and Conservation.       |
| 81 |                          |                                     |                                     |    | If yes, results of rate(s) are attached.  |
| 82 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     | 5. | This Property is located in a Planned Unit Development. Planned Unit Development is       |
| 83 |                          |                                     |                                     |    | defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one     |
| 84 |                          |                                     |                                     |    | (1) or more landowners, to be developed under unified control or unified plan of          |
| 85 |                          |                                     |                                     |    | development for a number of dwelling units, commercial, educational, recreational or      |
| 86 |                          |                                     |                                     |    | industrial uses, or any combination of the foregoing, the plan for which does not         |
| 87 |                          |                                     |                                     |    | correspond in lot size, bulk or type of use, density, lot coverage, open space, or other  |
| 88 |                          |                                     |                                     |    | restrictions to the existing land use regulations." Upon request, Seller shall provide to |
| 89 |                          |                                     |                                     |    | buyers copies of the development's restrictive covenants, homeowner bylaws and master     |
| 90 |                          |                                     |                                     |    | deed. Unknown is not an appropriate response under the statute.                           |

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



## RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

**NOTE TO SELLER(S):** Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the Purchase Contract; otherwise, complete and sign the RESIDENTIAL PROPERTY CONDITION DISCLOSURE form.

Property Address/Legal Description:  
Parcel/Tax ID 194 017.08

The undersigned Seller(s) of the real property described above makes no representations or warranties as to the condition of the real property or any improvements thereon and the Buyer(s) will be receiving the real property "as is", that is, with all defects which may exist, if any, except as otherwise provided in the real estate Purchase Contract.

### SELLER(S) ACKNOWLEDGEMENT

The Seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under the Tennessee Residential Property Disclosure Act.

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

SELLER Richard L. Clark

SELLER

12/15/2013 at o'clock ☐ am/ ☐ pm

Date

Date

at

o'clock ☐ am/ ☐ pm

### BUYER(S) ACKNOWLEDGEMENT

A disclaimer statement may only be permitted where the purchaser waives the required disclosure under Tenn. Code Ann. § 66-5-202. Buyers acknowledge that by signing below they are waiving their statutory right to the Sellers Property Condition Disclosure. The Buyer(s) acknowledge receipt of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under the Tennessee Residential Property Disclosure Act.

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

BUYER

BUYER

at o'clock ☐ am/ ☐ pm

at

o'clock ☐ am/ ☐ pm

Date

Date

If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or 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. 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.

