

## CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose licensee's 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:

181 Fred Cole LN

Sugar Tree

TN 38380

### PROPERTY ADDRESS

**SELLER NAME:** AMY GENTRY AMANDA HALL

**LICENSEE NAME:** Alan Evans

**BUYER NAME:**

**LICENSEE NAME:**

in this consumer's current or prospective transaction is serving as:

in this consumer's current or prospective transaction is serving as:

☐ **Transaction Broker or Facilitator**  
(not an agent for either party).

☐ **Transaction Broker or Facilitator**  
(not an agent for either party).

☐ **Seller is Unrepresented.**

☐ **Buyer is Unrepresented.**

☐ **Agent for the Seller.**

☐ **Agent for the Buyer.**

☒ **Designated Agent for the Seller.**

☐ **Designated Agent for the Buyer.**

☐ **Disclosed Dual Agent (for both parties),**  
with the consent of both the Buyer and the Seller  
in this transaction.

☐ **Disclosed Dual Agent (for both parties),**  
with the consent of both the Buyer and the Seller  
in this transaction.

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.

*Amy Gentry*

Seller Signature AMY GENTRY

Date

Buyer Signature

Date

*Amanda Hall*

Seller Signature AMANDA HALL

Date

Buyer Signature

Date

*Alan Evans*

Listing Licensee Alan Evans

Date

Selling Licensee

Date

Evans Real Estate

Listing Company

Selling Company

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## LEAD-BASED PAINT DISCLOSURE

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

### Lead Warning Statement

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

Property Address: 181 Fred Cole LN Sugar Tree TN 38380

### Seller Disclosure

Seller to check one box below:

- ☒ Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also includes records or reports of other residential dwellings in multifamily housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

### Buyer Acknowledgment

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

Buyer to check one box below:

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

### Licensee Acknowledgment

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

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**Certification of Accuracy**

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

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

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

Amy Gentry

**SELLER AMY GENTRY**

Amanda Hall

**SELLER AMANDA HALL**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

**Date**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

**Date**

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

**BUYER**

**BUYER**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

**Date**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

**Date**

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

Alan Evans

**REAL ESTATE LICENSEE FOR SELLER**

Alan Evans

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

**Date**

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

**REAL ESTATE LICENSEE FOR BUYER**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

**Date**

For Information Purposes Only:

**Evans Real Estate**

Listing Company

Selling Company

**Alan Evans**

Independent Licensee

Independent Licensee

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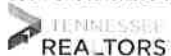


## DISCLAIMER NOTICE

The Broker and their affiliated licensees (hereinafter collectively "Licensees") are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home Inspectors of Tennessee Association ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.
5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
6. **SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.
7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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**NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.

- 8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
- 9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified by the appropriate sources in writing (including but not limited to fire protection). You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the property maintained by the appropriate governmental permitting authority. If the file for this property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.
- 11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the property with the State, County and city/town governments in which the property is located. Condemnation proceedings could result in all or a portion of the property being taken by the government with compensation being paid to the landowner.
- 13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.
- 14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.
- 15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

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**16. TITLE EXPENSES.** It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under an American Land Title Association Standard Owner's Insurance Policy and, if available, an Extended Owner's Insurance Policy.

**17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

**18. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as to suitability of a property to your needs. You acknowledge that any images or other marketing materials provided by the seller or brokers involved in the transaction electronically or in print may not display the property's features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a property.

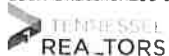
**19. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. You agree that Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media representations or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and counsel about these and similar concerns.

<p>Authentisign                    CLIENT/CUSTOMER                  _____                  _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm                  Date</p>	<p>Authentisign                    CLIENT/CUSTOMER                  _____                  _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm                  Date</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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## SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

1 Regarding: 181 Fred Cole LN Sugar Tree TN 38380  
PROPERTY ADDRESS

2 The owner of this residential property discloses the following:

3 ☐ According to the subsurface sewage disposal system permit issued for this property, this property is permitted for \_\_\_\_\_  
4 (number of) bedrooms. A copy of the permit was obtained from the appropriate governmental permitting authority and  
5 is attached to this disclosure.

6 ☒ I/We have requested a copy of the subsurface sewage disposal system permit issued for this property from the  
7 appropriate governmental permitting authority. However, I/we were informed that

8 ☒ The file could not be located.

9 OR

10 ☐ A permit was not issued for this property.

11 As a result, I/we do not have any knowledge as to the number of bedrooms for which this property has been permitted.

12 NOTE: There may be additional information which may be of interest and/or concern to Buyers contained in the official file  
13 with the Tennessee Department of Environment and Conservation, Groundwater Protection division located in the  
14 county office regulating septic systems. This file may contain information concerning maintenance that has been done  
15 on the system as well as any violations imposed by the state. Buyers are encouraged to obtain this information and  
16 if of concern to them, to have a soil engineer interpret the contents of the file. Real estate licensees are not soil  
17 engineers and are not experts who can provide an interpretation of the contents of the official file.

18 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information  
19 they have provided is true and accurate and acknowledge receipt of a copy:

The party(ies) below have signed and acknowledge receipt of a copy.			
21 _____ 22 <b>BUYER</b> 23 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 24 <b>Date</b>	_____ <b>BUYER</b> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>		

The party(ies) below have signed and acknowledge receipt of a copy.			
26 <u>Amy Gentry</u> 27 <b>SELLER AMY GENTRY</b> 28 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 29 <b>Date</b>	<u>Amanda Hall</u> <b>SELLER AMANDA HALL</b> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>		

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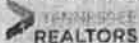


## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 181 Fred Cole Ln CITY Sugar tree  
 2 SELLER'S NAME(S) Angie Cienfuegos and Amanda Hall PROPERTY AGE Lot 4 yrs  
 3 DATE SELLER ACQUIRED THE PROPERTY July 21, 2023 DO YOU OCCUPY THE PROPERTY? No  
 4 IF NOT OWNER-OCCUPIED, HOW LONG HAS THE PROPERTY BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? 8 months  
 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 units  
 7 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential  
 8 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may  
 9 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'  
 10 rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.  
 11 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the  
 12 best of the seller's knowledge as of the Disclosure date.  
 13 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.  
 14 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have  
 15 occurred since the time of the initial Disclosure, or certify that there are no changes.  
 16 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain information  
 17 provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-  
 18 5-204).  
 19 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.  
 20 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless  
 21 agreed to in the purchase contract.  
 22 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.  
 23 8. Sellers are not required to disclose if any occupant was HIV+ positive, or had any other disease not likely to be transmitted  
 24 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which  
 25 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 only  
 27 if the buyer waives the right to the required disclosure; otherwise the sellers must provide the completed Disclosure form  
 28 (See Tenn. Code Ann. § 66-5-201).  
 29 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,  
 30 court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the  
 31 property at any time within the prior 3 years) (See Tenn. Code Ann. § 66-5-209).  
 32 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,  
 33 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the  
 34 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 is  
 36 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 buyer  
 40 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.  
 41 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
 42 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.

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16 Pursuant to Tenn. Code Ann. § 17-18-104(b), sellers of newly constructed residences on a septic system are prohibited from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage disposal system permit.

17 Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and Master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

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 Tennessee Residential Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee 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 representation of the real estate licensee or sales person, if any. This is not an affidavit 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 shall 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 checked="" type="checkbox"/> Since	Wall Windows: Air Conditioning	Central Door Opener(s) (Number of openers) _____
<input checked="" type="checkbox"/> Window Screens	<input checked="" type="checkbox"/> Oven	<input checked="" type="checkbox"/> Fireplace(s) (Number) <u>1</u>
<input type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Microwave	Gas Starter for Fireplace _____
<input checked="" type="checkbox"/> Garbage Disposal	Gas Fireplace Log(s) _____	<input checked="" type="checkbox"/> TV Antenna/Satellite Dish
<input type="checkbox"/> Trash Compactor	<input checked="" type="checkbox"/> Smoke Detector/Fire Alarm	Central Vacuum System and attachments _____
<input type="checkbox"/> Spa/Whirlpool Tub	<input type="checkbox"/> Burglar Alarm	Current Termite contract _____
<input type="checkbox"/> Water Softener	<input checked="" type="checkbox"/> Patio/Decking/Gazebo	Hot Tub _____
<input checked="" type="checkbox"/> 220 Volt Wiring	<input type="checkbox"/> Installed Outdoor Cooking Grill	<input checked="" type="checkbox"/> Washer/Dryer Hookups
<input type="checkbox"/> Sauna	<input type="checkbox"/> Irrigation System	Pool _____
<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> A key to all exterior doors	<input checked="" type="checkbox"/> Access to Public Streets
<input checked="" type="checkbox"/> Sump Pump	<input checked="" type="checkbox"/> Rain Gutters	Heat Pump _____
<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Air	Other _____
<input type="checkbox"/> Other _____		

Water Heater: <input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Gas	<input type="checkbox"/> Solar
Garage: <input type="checkbox"/> Attached	<input type="checkbox"/> Not Attached	<input type="checkbox"/> Carport
Water Supply: <input checked="" type="checkbox"/> City	<input type="checkbox"/> Well	<input type="checkbox"/> Private / Utility _____
Gas Supply: <input type="checkbox"/> Utility	<input type="checkbox"/> Bottled	<input checked="" type="checkbox"/> Other Propane
Waste Disposal: <input type="checkbox"/> City Sewer	<input checked="" type="checkbox"/> Septic Tank	Other _____

Roof(s): Type Shingles Age (approx.) 16 yrs

Other Items: Wall heaters (electric)

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

94 If YES, then describe (attach additional sheet if necessary)

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
99 Interior Walls	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	100 Roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
100 Ceilings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Basement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
101 Floors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
102 Windows	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
103 Doors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104 Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
105 Plumbing System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
106 Sewer/Septic	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
107 Electrical System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
108 Exterior Walls	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

109 If any of the above is marked YES, please explain

110 Back corner of the lot needs repairs, basement ground water seepage (sump pump installed)

111 C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING? YES NO UNKNOWN

- 112 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, contaminated soil or water, on the subject property? ☐ YES ☒ NO ☐ UNKNOWN
- 113 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? ☐ YES ☒ NO ☐ UNKNOWN
- 114 3. Any authorized changes in roads, drainage or utilities affecting the property, or contiguous to the property? ☐ YES ☒ NO ☐ UNKNOWN
- 115 4. Any changes since the most recent survey of the property was done? ☐ YES ☒ NO ☐ UNKNOWN
- 116 Most recent survey of the property (Date) ☒ (check here if unknown) ☒
- 117 5. Any encroachments, easements or similar items that may affect your ownership interest in the property? ☐ YES ☒ NO ☐ UNKNOWN
- 118 6. Room additions, structural modifications or other alterations or repairs made without necessary permits? ☐ YES ☐ NO ☒ UNKNOWN
- 119 7. Room additions, structural modifications or other alterations or repairs not in compliance with building codes? ☐ YES ☐ NO ☒ UNKNOWN
- 120 8. Landfill (compacted or otherwise) on the property or any portion thereof? ☐ YES ☒ NO ☐ UNKNOWN
- 121 9. Any settling from any cause, or slippage, sliding or other soil problems? ☐ YES ☒ NO ☐ UNKNOWN
- 122 10. Flooding, drainage or grading problems? ☒ YES ☐ NO ☐ UNKNOWN
- 123 11. Any requirement that flood insurance be maintained on the property? ☐ YES ☐ NO ☐ UNKNOWN

Basement (sump pump installed)

YES NO UNKNOWN

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136 17. Property is structurally sound (free from earthquakes, floods or landslides)? ☒ YES ☐ NO ☐ UNKNOWN  
 137 If yes, please explain (e.g., seepage, foundation, etc.): \_\_\_\_\_  
 138  
 139 If yes, has soil/damage been mitigated? ☒ YES ☐ NO ☐ UNKNOWN  
 140 18. Is the property serviced by a fire department?  
 141 If yes, are all fire department services on the property located? (Fire Dept. is not on the road)  
 142 If yes, please explain (e.g., fire hydrant, etc.): \_\_\_\_\_  
 143  
 144 Is the property subject to charge or fee for fire protection?  
 145 Such as subscriptions, association dues or utility fees? ☒ YES ☐ NO ☐ UNKNOWN  
 146 19. Any zoning violations, nonconformances and/or violations of  
 147 setback requirements? ☒ YES ☐ NO ☐ UNKNOWN  
 148 20. Neighborhood noise problems or other nuisances? ☒ YES ☐ NO ☐ UNKNOWN  
 149 21. Subdivision and/or deed restrictions or covenants?  
 150 22. A Condominium Homeowners' Association (HOA) which has any authority  
 151 over the subject property?  
 152 Name of HOA \_\_\_\_\_ HOA Address \_\_\_\_\_  
 153 HOA Phone Number \_\_\_\_\_ Monthly Dues \_\_\_\_\_  
 154 Special Assessments \_\_\_\_\_ Transfer Fees \_\_\_\_\_  
 155 Management Company \_\_\_\_\_ Phone \_\_\_\_\_  
 156 Management Co. Address \_\_\_\_\_  
 157 23. Any common area facilities such as, but not limited to, pools, tennis  
 158 courts, walkways or other areas (owned or undivided interest with others)? ☒ YES ☐ NO ☐ UNKNOWN  
 159 24. Any notices of abatement or citations against the property?  
 160 25. Any law suit or proposed law suit by or against the seller which affects  
 161 or shall affect the property? ☒ YES ☐ NO ☐ UNKNOWN  
 162 26. Is any system equipment or part of the property being leased?  
 163 If yes, please explain, and include a written statement regarding payment  
 164 information.  
 165 \_\_\_\_\_  
 166 \_\_\_\_\_  
 167 27. Any exterior wall covering of the structure is covered with exterior  
 168 insulation and finish systems (EIFS) also known as "stucco finish"? ☒ YES ☐ NO ☐ UNKNOWN  
 169 If yes, has there been a recent inspection to determine whether the structure  
 170 has excessive moisture accumulation and/or moisture in insulation?  
 171 *(The Tennessee Real Estate Commission notes any buyer or seller who encounters this product to have a qualified*  
 172 *professional inspect the structure in question for any potential moisture intrusion and provide a written report of the professional's*  
 173 *finding.)*  
 174 If yes, please explain. If necessary, please attach an additional sheet.  
 175 \_\_\_\_\_  
 176 \_\_\_\_\_  
 177 28. Is there an exterior insect or vermin infestation on the property? ☒ YES ☐ NO ☐ UNKNOWN  
 178 29. Is seller aware of any percolation tests or soil absorption tests being  
 179 performed on the property that are determined as acceptable by  
 180 the Tennessee Department of Environment and Conservation?  
 181 If yes, results of tests and/or test results attached? ☒ YES ☐ NO ☐ UNKNOWN  
 182 30. Has any residence on this property ever been moved from its original  
 183 foundation to another foundation?

YES NO UNKNOWN

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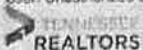
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- 184 26. Is this property in a Planned Unit Development? Planned Unit Development  
185 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,  
186 controlled by one (1) or more landowners, to be developed under unified control  
187 or unified plan of development for a number of dwelling units, commercial,  
188 educational, recreational or industrial uses, or any combination of the  
189 foregoing, the plan for which does not correspond in lot size, bulk or type of  
190 use, density, lot coverage, open space or other restrictions to the existing land  
191 use regulations." Unknown is not a permissible answer under the statute.
- 192 27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.  
193 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of  
194 limestone or dolostone strata resulting from groundwater erosion, causing a  
195 surface subsidence of soil, sediment or rock and is indicated through the  
196 contour lines on the property's recorded plat map."
- 197 28. Was a permit for a subsurface sewage disposal system for the Property issued  
198 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-109? If  
199 yes, Buyer may have a future obligation to connect to the public sewer system.
- 200 D. CERTIFICATION. I We certify that the information herein, concerning the  
201 real property located at 181 Fred Cole Ln Sugar Tree, TN 38380  
202 is true and correct to the best of my our knowledge as of the date signed. Should any of these conditions change prior to  
203 conveyance of title to this property, these changes shall be disclosed in an addendum to this document.
- 204 Transferor (Seller) [Signature] Date 4-1-24 Time 10:00pm  
205 Transferor (Seller) Amanda Hall Date 04/18/24 Time \_\_\_\_\_
- 206 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate  
207 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
- 208 Transferor/Buyer's Acknowledgment. I We understand that this disclosure statement is not intended as a substitute for any  
209 inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are  
210 evident by careful observation. I/We acknowledge receipt of a copy of this disclosure.
- 211 Transferor (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
212 Transferor (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_
- 213 If the property being purchased is a Condominium, the transferee buyer is hereby given notice that the transferee-buyer is  
214 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or  
215 the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

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