

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 nonsite 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.state.tn.us/commerce/boards/trec/index.shtml>.

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 inspection report, unless agreed to in
22 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) and remotes. How Many?__ |
| 75 <input type="checkbox"/> Oven | <input type="checkbox"/> Window Screens | <input type="checkbox"/> Intercom |
| 76 <input type="checkbox"/> Microwave | <input type="checkbox"/> Fireplace(s) (Number) _____ | <input type="checkbox"/> TV Antenna/Satellite Dish (excluding components) |
| 77 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Gas Starter for Fireplace | <input type="checkbox"/> Central Vacuum System and attachments |
| 78 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Gas Fireplace Logs | <input type="checkbox"/> Spa/Whirlpool Tub |
| 79 <input type="checkbox"/> Water Softener | <input type="checkbox"/> Smoke Detector/Fire Alarm | <input type="checkbox"/> Hot Tub |
| 80 <input type="checkbox"/> 220 Volt Wiring | <input type="checkbox"/> Patio/Decking/Gazebo | <input type="checkbox"/> Sauna |
| 81 <input type="checkbox"/> Washer/Dryer | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input type="checkbox"/> Current Termite contract |
| 82 <input type="checkbox"/> Hookups | | |
| 83 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Irrigation System | <input type="checkbox"/> Access to Public Streets |
| 84 <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> All Landscaping and all outdoor lighting |
| 85 _____ Age (Approx) | <input type="checkbox"/> Burglar Alarm/Security System | <input type="checkbox"/> A key to all exterior doors |
| 86 <input type="checkbox"/> Components and controls | <input type="checkbox"/> Rain Gutters | |
| 87 <input type="checkbox"/> Pool | <input type="checkbox"/> In-ground | <input type="checkbox"/> Above-ground |



- 88 Central Heating _____ Age Electric Gas Other
- 89 Central Air Conditioning _____ Age Electric Gas Other
- 90 Water Heater _____ Age Electric Gas Solar Other _____
- 91 Other _____ Other _____

- 92 Garage Attached Not Attached Carport
- 93 Water Supply City Well Private Utility Other _____
- 94 Gas Supply Utility Bottled Other
- 95 Waste Disposal City Sewer Septic Tank Other _____

96 Roof(s): Type _____ Age (approx): _____

97 Other Items:
 98 _____
 99 _____
 100 _____

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

102 If YES, then describe (attach additional sheets if necessary):
 103 _____
 104 _____
 105 _____
 106 _____
 107 _____
 108 _____

109 **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):
 110 _____
 111 _____
 112 _____

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

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

115	YES	NO	UNKNOWN		YES	NO	UNKNOWN
116 Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roof Components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
117 Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
118 Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
119 Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120 Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
121 Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
122 Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
123 Sewer/Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124 Electrical System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
125 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"/>

127 If any of the above is/are marked YES, please explain:
 128 _____

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



131	C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:	YES	NO	UNKNOWN
132	1. Substances, materials or products which may be environmental hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
133	such as, but not limited to: asbestos, radon gas, lead-based paint, fuel			
134	or chemical storage tanks, methamphetamine, contaminated soil or			
135	water, and/or known existing or past mold presence on the subject			
136	property?			
137	2. Features shared in common with adjoining land owners, such as walls, but	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
138	not limited to, fences, and/or driveways, with joint rights and obligations			
139	for use and maintenance?			
140	3. Any authorized changes in roads, drainage or utilities affecting the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
141	property, or contiguous to the property?			
142	4. Any changes since the most recent survey of the property was done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143	Most recent survey of the property: <input type="checkbox"/> (check here if unknown)			
144	_____			
145	5. Any encroachments, easements, or similar items that may affect your	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
146	ownership interest in the property?			
147	6. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
148	repairs made without necessary permits?			
149	7. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
150	repairs not in compliance with building codes?			
151	8. Landfill (compacted or otherwise) on the property or any portion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152	thereof?			
153	9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154	10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
155	11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
156	12. Is any of the property in a flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157	13. Any past or present interior water intrusions(s), standing water within	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
158	foundation and/or basement?			
159	If yes, please explain. If necessary, please attach an additional sheet			
160	and any available documents pertaining to these repairs/corrections.			
161	_____			
162	_____			
163	_____			
164	14. Property or structural damage from fire, earthquake, floods, landslides,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165	tremors, wind, storm or wood destroying organisms?			
166	If yes, please explain (use separate sheet if necessary).			
167	_____			
168	_____			
169	_____			
170	If yes, has said damage been repaired?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171	15. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
172	“setback” requirements?			
173	16. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
174	17. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175	18. A Homeowners Association (HOA) which has any authority over the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176	subject property?			
177	Name of HOA: _____ HOA Address: _____			
178	Monthly Dues: _____ Special Assessments: _____			
179	Transfer Fees: _____			



		YES	NO	UNKNOWN
180	19. Any "common area" (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
181	courts, walkways or other areas co-owned in undivided interest with others)?			
182	20. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
183	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
184	or will affect the property?			
185	22. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
186	If yes, please explain, and include a written statement regarding payment			
187	information.			
188	_____			
189	_____			
190	23. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
191	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
192	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
193	has excessive moisture accumulation and/or moisture related damage?			
194	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
195	<i>professional inspect the structure in question for the preceding concern and provide a written report of the</i>			
196	<i>professional's finding.)</i>			
197	If yes, please explain. If necessary, please attach an additional sheet.			
198	_____			
199	_____			
200	_____			
201	24. Is heating and air conditioning supplied to all finished rooms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
202	If the same type of system is not used for all finished rooms, please explain.			
203	_____			
204	_____			
205	_____			
206	25. If septic tank or other private disposal system is marked under item (A), does	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
207	it have adequate capacity and approved design to comply with present state			
208	and local requirements for the actual land area and number of bedrooms and			
209	facilities existing at the residence?			
210	26. Is the property affected by governmental regulations or restrictions requiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
211	approval for changes, use, or alterations to the property?			
212	27. Is this property in an historical district or has it been declared historical by	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
213	any governmental authority such that permission must be obtained before			
214	certain types of improvements or aesthetic changes to the property are made?			
215	28. Does this property have an exterior injection well located anywhere on it?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
216	29. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
217	performed on the property that are determined or accepted by			
218	the Tennessee Department of Environment and Conservation?			
219	If yes, results of test(s) and/or rate(s) are attached.			
220	30. Has any residence on this property ever been moved from its original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
221	foundation to another foundation?			
222	31. Is this property in a Planned Unit Development? Planned Unit Development	<input type="checkbox"/>	<input type="checkbox"/>	
223	is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,			
224	controlled by one (1) or more landowners, to be developed under unified			
225	control or unified plan of development for a number of dwelling units,			
226	commercial, educational, recreational or industrial uses, or any combination			
227	of the foregoing, the plan for which does not correspond in lot size, bulk or			
228	type of use, density, lot coverage, open space, or other restrictions to the			
229	existing landuse regulations." Unknown is not a permissible answer under			
230	the statute.			



231 **D. CERTIFICATION.** I/We certify that the information herein, concerning the real property located at

232 _____
233 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
234 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

235 Transferor (Seller) _____ Date _____ Time _____

236 Transferor (Seller) _____ Date _____ Time _____

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238
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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.

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

245 Transferee (Buyer) _____ Date _____ Time _____

246 Transferee (Buyer) _____ Date _____ Time _____

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



SELLERS FINAL PROPERTY DISCLOSURE

250 PROPERTY ADDRESS _____ CITY _____

251 **Pursuant** to the disclosure requirements of the “Tennessee Residential Property Disclosure Act” *Tennessee Code*
252 *Annotated, § 66-5-201, et seq.*, the undersigned Seller hereby supplements the Residential Property Condition Disclosure
253 information previously furnished by Seller to Buyer, as follows (Seller[s] initial and check appropriate line and write out
254 the changes, if any are reported):

255 **NO CHANGES**

256 To the best of the knowledge, information and belief of the undersigned, the condition of the Property sold is
257 substantially the same as it was when the Residential Property Condition Disclosure form was provided to the Buyer.

258 **CHANGES TO REPORT**

259 The changes shown below, which may be material to the physical condition of the Property, have occurred or been
260 observed since the Residential Property Condition Disclosure form was provided to the Buyer. This statement is given
261 in good faith to the best of Seller’s knowledge, information and belief, and is not intended to create warranties or
262 guarantees which are not already made in the specific provisions of the contract or imposed by applicable law.

263 **CHANGES REPORTED**

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266 _____
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287 IN WITNESS WHEREOF, the information hereon is certified by Seller and acknowledged as received by Buyer upon the
288 dates indicated.

289 Transferor (Seller) _____ Date _____ Time _____

290 Transferor (Seller) _____ Date _____ Time _____

291 Transferee (Buyer) _____ Date _____ Time _____

292 Transferee (Buyer) _____ Date _____ Time _____

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.

