

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS _____ CITY _____

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

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

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

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

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

11 <http://www.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 past or future inspection report unless
22 agreed to in the purchase contract.
- 23 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
24 paid.
- 25 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be
26 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
27 occurrence which had no effect on the physical structure of the property.
- 28 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form
29 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
30 form (See Tenn. Code Ann. § 66-5-202).
- 31 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public
32 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not
33 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
- 34 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon,
35 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind
36 by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 37 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller
38 is not required to repair any such items.
- 39 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
40 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).



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

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

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

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

69 **INSTRUCTIONS TO THE SELLER**

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

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

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



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

104 Other Items:
 105 _____
 106 _____
 107 _____

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

109 If YES, then describe (attach additional sheets if necessary):
 110 _____
 111 _____
 112 _____
 113 _____
 114 _____
 115 _____

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



YES NO UNKNOWN

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

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

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

242 Transferor (Seller) _____ Date _____ Time _____

243 Transferor (Seller) _____ Date _____ Time _____

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

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

252 Transferee (Buyer) _____ Date _____ Time _____

253 Transferee (Buyer) _____ Date _____ Time _____

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



SELLERS FINAL PROPERTY DISCLOSURE

257 PROPERTY ADDRESS _____ CITY _____

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

262 **NO CHANGES**

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

265 **CHANGES TO REPORT**

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

270 **CHANGES REPORTED**

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294 IN WITNESS WHEREOF, the information hereon is certified by Seller and acknowledged as received by Buyer upon the
295 dates indicated.

296 Transferor (Seller) _____ Date _____ Time _____

297 Transferor (Seller) _____ Date _____ Time _____

298 Transferee (Buyer) _____ Date _____ Time _____

299 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.

