

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 Under the Tennessee Residential Property Disclosure Act, sellers of residential properties with one to four dwelling units are required to
7 provide the buyer with one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential property
8 disclaimer statement (only allowed if the buyer agrees to waive the required Disclosure). Certain property transfers may be exempt from
9 this requirement (See Tenn. Code Ann. § 66-5-209). Below is a summary of the rights and responsibilities of both buyers and sellers under
10 the Act. A full copy of the Act can be found at Tenn. Code Ann. § 66-5-201, et seq.

- 11 1. Sellers are required to disclose all known material defects and must answer the questions on the Disclosure form in good faith to the
12 best of their knowledge as of the date of the Disclosure.
- 13 2. Sellers must provide the buyers with the Disclosure form prior to the acceptance of a purchase agreement.
- 14 3. Sellers must inform the buyers of any inaccuracies or material changes in the condition of the property that have occurred since the
15 initial Disclosure, or certify that no changes have occurred, at or before the closing.
- 16 4. Sellers may provide the buyers with a report or opinion from a professional inspector or expert(s) or information from a public agency,
17 instead of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-5-204).
- 18 5. Sellers are not required to conduct a home inspection or other investigation to complete the Disclosure form.
- 19 6. Sellers are not obligated to repair any items listed on the Disclosure form or in past or future inspection reports unless agreed upon in
20 the purchase agreement.
- 21 7. Sellers in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 22 8. Sellers are not required to disclose if any occupant was HIV-positive, had a disease not likely to be transmitted through occupying a
23 home, or if the home had been the site of a homicide, suicide, or felony, or any other event that did not affect the physical structure of the
24 property.
- 25 9. Sellers may provide an "as is" or "no representations or warranties" disclaimer statement instead of the Disclosure form, but only if
26 the buyer waives the right to the required disclosure. If the buyer does not waive the right, the seller must provide the completed
27 Disclosure form (See Tenn. Code Ann. § 66-5-202).
- 28 10. Sellers may be exempt from completing the Disclosure form in certain situations, such as public auctions, court orders, some
29 foreclosures and bankruptcies, new construction with written warranty, or if the seller has not lived on the property within the past 3 years
30 (See Tenn. Code Ann. § 66-5-209).
- 31 11. Buyers are encouraged to include contingencies in the agreement for home, wood infestation, well, water sources, septic systems, lead-
32 based paint, radon, mold, and other inspections, as the Disclosure form is not a warranty by the seller and is not a substitute for inspections
33 the buyer may wish to conduct.
- 34 12. Any repairs for disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, the seller is not
35 required to make repairs.
- 36 13. Buyers may choose, but are not required, to waive their right to receive the Disclosure form if the seller provides a disclaimer
37 statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).
- 38 14. Remedies for misrepresentation or nondisclosure in the Property Condition Disclosure form may be available to the buyer and are
39 outlined in Tenn. Code Ann. § 66-5-208. Buyers should consult with an attorney regarding these matters.
- 40 15. The representations in the Disclosure form are those of the seller only, not the real estate licensee, although licensees must disclose
41 adverse facts known to them to all parties involved.
42

16. In accordance with Tenn. Code Ann. § 47-18-104(b), sellers of newly built homes with septic systems are prohibited from knowingly advertising or marketing the property as having more bedrooms than allowed by the septic system permit.

17. Sellers are obligated to disclose the presence of any known exterior injection wells, any identified sinkholes, the results of any percolation tests or soil absorption rates conducted on the property and accepted by the Department of Environment and Conservation, and whether the property is part of a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213. If requested, sellers must provide the buyer with a copy of the development's restrictive covenants, homeowners' bylaws, and master deed. Additionally, sellers must disclose if they are aware that the home has ever been relocated from one foundation to another.

The buyers and sellers involved in the current or potential real estate transaction for the property referenced above confirm that they have been made aware of their rights and responsibilities regarding Residential Property Disclosures. This information was provided by the real estate licensee(s) before the review or completion 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 they were encouraged to consult with an attorney for any legal questions or before taking legal action related to this matter. Under the Tennessee Residential Property Disclosure Act, anyone transferring ownership of residential real estate is required to provide details about the property's condition. This completed agreement serves as the seller's disclosure. The information provided is a statement from the property owner and not from the real estate licensee or agent, if applicable. It is not a guarantee or a replacement for professional inspections or warranties that buyers may wish to pursue.

Buyers and sellers should understand that any sales agreement finalized between the parties will take precedence over this form. The agreement will govern the terms of the sale, the items included with the property, and any responsibilities of the seller to address repairs identified herein or the buyer's obligation to accept those items in their current condition ("as is")

INSTRUCTIONS TO THE SELLER

Fill out this form personally, ensuring each question is answered to the best of your knowledge. If any response is an estimate, clearly indicate it as such. By completing this agreement, the seller grants permission to any agent(s) involved in this transaction to share a copy of this statement with any individual or entity related to the actual or potential sale of the property in question.

A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- Range
- Wall/Window Air Conditioning
- Garage Door Opener(s) (Number of openers _____)
- Window Screens
- Oven
- Fireplace(s) (Number) _____
- Intercom
- Microwave
- Gas Starter for Fireplace
- Garbage Disposal
- Gas Fireplace Logs
- TV Antenna/Satellite Dish
- Trash Compactor
- Smoke Detector/Fire Alarm
- Central Vacuum System and attachments
- Spa/Whirlpool Tub
- Burglar Alarm
- Current Termite agreement
- Water Softener
- Patio/Decking/Gazebo
- Hot Tub
- 220 Volt Wiring
- Installed Outdoor Cooking Grill
- Washer/Dryer Hookups
- Sauna
- Irrigation System
- Pool
- Dishwasher
- A key to all exterior doors
- Access to Public Streets
- Sump Pump
- Rain Gutters
- Heat Pump
- Central Heating
- Central Air
- Other _____
- Other _____

- Water Heater: Electric Gas Solar
- Garage: Attached Not Attached Carport
- Water Supply: City Well Private Utility Other _____
- Gas Supply: Utility Bottled Other _____
- Waste Disposal: City Sewer Septic Tank Other _____

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

Other Items:

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

If YES, please provide a description (attach additional sheets if needed):

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

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

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

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

- 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
- Are there any features shared with adjoining landowners, such as walls, fences, or driveways, that include joint rights and responsibilities, for use and maintenance? YES NO UNKNOWN
- Have there been any authorized changes to roads, drainage, or utilities that affect the property or are adjacent to it? YES NO UNKNOWN
- Any changes since the most recent survey of the property was done? Most recent survey of the property: _____(Date) (check here if unknown) YES NO UNKNOWN
- Any encroachments, easements, or similar issues that could impact your ownership interest in the property? YES NO UNKNOWN
- Room additions, structural modifications or other alterations or repairs made without necessary permits? YES NO UNKNOWN
- Room additions, structural modifications or other alterations or repairs not in compliance with building codes? YES NO UNKNOWN
- Is there any landfill, whether compacted or not, on the property or any part of it? YES NO UNKNOWN
- Are there any signs of settling, slippage, sliding, or other soil-related issues on the property? YES NO UNKNOWN
- Are there any issues with flooding, drainage, or grading on the property? YES NO UNKNOWN
- Is there a requirement for flood insurance to be maintained on the property? YES NO UNKNOWN

	YES	NO	UNKNOWN
12. Property or structural damage from fire, earthquake, floods, or landslides? If yes, please explain (use separate sheet if necessary).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, has said damage been repaired? _____			
13. Is the property serviced by a fire department? If yes, please specify the fire department's service area where the property is located? (Fire Dept. Locator can be found: https://tnmap.tn.gov/fdtn/)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
Is the property owner required to pay charges or fees for fire protection services?, such as subscriptions, association dues or utility fees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Any zoning violations, nonconforming uses and/or violations of "setback" requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. A Condominium/Homeowners Association (HOA) which has any authority over the subject property? Name of HOA: _____ HOA Address: _____ HOA Phone Number: _____ Monthly Dues: _____ Special Assessments: _____ Transfer Fees: _____ Management Company: _____ Phone: _____ Management Co. Address: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Any "common area" (facilities such as, but not limited to, pools, tennis courts, walkways or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects or shall affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Is any system, equipment or part of the property being leased? If yes, please explain, and include a written statement regarding payment information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"? If yes, has there been a recent inspection to determine whether the structure has excessive moisture accumulation and/or moisture related damage? <i>(The My State MLS strongly recommends that any buyer or seller who encounters this material have a qualified professional inspect the structure for the aforementioned concern and provide a written report detailing the professional's findings.)</i> If yes, please explain. If necessary, please attach an additional sheet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation? If yes, results of test(s) and/or rate(s) are attached.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Has any residence on this property ever been moved from its original foundation to another foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | YES | NO | UNKNOWN |
|---|--------------------------|--------------------------|--------------------------|
| 26. Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map." This disclosure is required regardless of whether the sinkhole is indicated through the contour lines on the property's recorded plat map. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If yes, Buyer may have a future obligation to connect to the public sewer system. | <input type="checkbox"/> | <input type="checkbox"/> | |

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

_____ is true and accurate to the best of my/our knowledge as of the date signed. If any of these conditions change before the transfer of title for this property, such changes will be disclosed in an addendum to this agreement.

Transferor (Seller) _____ Date _____ Time _____

Transferor (Seller) _____ Date _____ Time _____

Parties are encouraged to seek professional advice and/or conduct inspections of the property. They may also negotiate appropriate terms in the purchase agreement concerning advice, inspections, or any identified defects.

Transferee/Buyer's Acknowledgment: I/We acknowledge that this disclosure statement is not a substitute for any inspection and understand that I/we are responsible for carefully observing and inquiring about any material defects that are apparent upon diligent examination. **I/We confirm receipt of a copy of this disclosure.**

Transferee (Buyer) _____ Date _____ Time _____

Transferee (Buyer) _____ Date _____ Time _____

If the property being purchased is a condominium, the buyer/transferee is hereby notified that they are entitled, upon request, to receive specific information regarding the administration of the condominium from either the developer or the condominium association, as applicable, in accordance with Tennessee Code Annotated §66-27-502.

NOTE: This form is provided by My State MLS for use by its members in real estate transactions and must be used as is. It includes language in addition to the provisions mandated by the state of Tennessee under the "Tennessee Residential Property Disclosure Act" Tennessee Code Annotated § 66-5-201, et seq. By downloading or using this form, you agree not to alter, amend, or edit its content, except in the designated blank fields. Any alterations or edits made to the form are done at your own risk. The use of the My State MLS logo with any form other than the standardized forms created by My State MLS is strictly prohibited. This form is updated periodically, and it is the member's responsibility to ensure they are using the most current version.