

# TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT

Property Address: \_\_\_\_\_

Seller: \_\_\_\_\_

The Tennessee Residential Property Disclosure Act (Tennessee Code Annotated § 66-5-201, et seq.) mandates that sellers of residential properties containing one to four dwelling units provide buyers with one of the following: (1) a residential property disclosure form (referred to as the "Disclosure"), or (2) a residential property disclaimer form (only if the buyer formally waives the Disclosure requirement). Certain property transactions may be excluded from this obligation (refer to Tennessee Code Annotated § 66-5-209). Below is a brief overview of the rights and responsibilities of buyers and sellers as outlined in the Act. For the complete text of the Act, visit: <http://www.lexisnexis.com/hottopics/tncode/>. (Refer to Tennessee Code Annotated § 66-5-201, et seq.)

1. Sellers are obligated to disclose any known significant defects and must complete the Disclosure form truthfully and to the best of their knowledge as of the date it is provided.
2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase agreement.
3. Sellers are required to notify buyers, on or before closing, of any inaccuracies or major changes in the property's condition since the original Disclosure, or confirm that no changes have occurred.
4. Instead of answering some or all questions on the Disclosure form, sellers may provide buyers with a report or opinion prepared by a qualified inspector, expert, or information from a public agency (refer to Tenn. Code Ann. § 66-5-204).
5. Sellers are not obligated to conduct a home inspection or any investigation to complete the Disclosure form.
6. Sellers are not required to repair issues noted in the Disclosure form or from any inspection reports, past or future, unless such repairs are specified in the purchase agreement.
7. For first-time sales of a dwelling, sellers must disclose any impact fees or facility taxes paid.
8. Sellers are not required to disclose if any occupant had HIV, any other non-transmissible disease, or if the property was the site of a homicide, suicide, felony, or any event not affecting the physical condition of the property.
9. If the buyer waives the right to a Disclosure, sellers may instead provide a "no representations or warranties" or "as is" disclaimer statement; otherwise, the Disclosure form must be completed (refer to Tenn. Code Ann. § 66-5-202).
10. Certain situations exempt sellers from completing the Disclosure form, such as public auctions, court-ordered sales, foreclosures, bankruptcies, newly constructed homes with a written warranty, or if the seller has not lived on the property in the past three years (see Tenn. Code Ann. § 66-5-209).
11. Buyers are encouraged to include inspection contingencies in their agreement for aspects such as the home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold, and any other relevant concerns. The Disclosure form is not a warranty from the seller and does not replace warranties or inspections the buyer may wish to obtain.
12. Repairs for disclosed defects must be negotiated and outlined in the Purchase and Sale Agreement; otherwise, the seller is under no obligation to make such repairs.
13. Buyers have the option to waive their right to the Disclosure form if the sellers provide a disclaimer statement indicating no representations or warranties (refer to Tenn. Code Ann. § 66-5-202).
14. Buyers may have legal remedies available for misrepresentations or omissions in the Property Condition Disclosure statement, as detailed in Tenn. Code Ann. § 66-5-208. Buyers should seek advice from an attorney regarding these matters.
15. The statements made in the Disclosure form are solely those of the sellers. Real estate licensees are not responsible for the content, though they must disclose any adverse facts they are aware of to all parties involved.
16. Under Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed homes on septic systems are prohibited from knowingly advertising or marketing the property as having more bedrooms than permitted by the subsurface sewage disposal system permit.

17. Sellers are required to disclose the presence of any known exterior injection wells, any known sinkholes, and the results of any percolation tests or soil absorption rates conducted on the property that have been determined or approved by the Department of Environment and Conservation. Additionally, sellers must inform buyers if the property is located within a Planned Unit Development (as defined by Tenn. Code Ann. § 66-5-213) and, upon request, provide copies of the development's restrictive covenants, homeowner bylaws, and master deed. Sellers must also disclose if they are aware that the residence has ever been relocated from one foundation to another.

The Buyers and Sellers involved in the current or prospective real estate transaction for the property identified above confirm that they have been informed of their rights and responsibilities under the Residential Property Disclosure requirements. This information was provided by the real estate licensee(s) before the completion or review of any Tennessee Residential Property Condition Disclosure, Disclaimer Statement, or Exemption Notification. Buyers and Sellers further acknowledge that they have been advised to consult an attorney for any legal questions or actions related to this information.

According to the Tennessee Residential Property Disclosure Act, anyone transferring ownership of residential property is required to provide details about the property's condition. This completed form serves as the Seller's disclosure. The information provided is a representation of the Seller and not of the real estate agent or salesperson involved. This disclosure does not constitute a warranty and should not replace any professional inspections or warranties the buyer may wish to obtain.

Under Tenn. Code Ann. § 66-5-212, Sellers must disclose in writing the presence of any known exterior injection wells on the property, whether any single-family residence has ever been relocated from one foundation to another, and any percolation tests or soil absorption rate results accepted by the Tennessee Department of Environment and Conservation. Sellers must also disclose any known sinkholes. Additionally, as outlined in Tenn. Code Ann. § 66-5-213, Sellers must disclose if the property is part of a Planned Unit Development and, upon request, provide buyers with copies of the restrictive covenants, homeowner bylaws, and master deed associated with the development.

<b>ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:</b>	<b>YES</b>	<b>NO</b>	<b>UNKNOWN</b>
1. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the seller been made aware of any percolation tests or soil absorption rates conducted on the property that have been reviewed or approved 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"/>
3. Has any residence on this property ever been relocated from its original foundation to a different foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. 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 variety of uses, including residential, commercial, educational, recreational, or industrial, or any combination of the foregoing. The plan may differ from existing land use regulations in, bulk or type of use, density, lot coverage, open space, or other restrictions." . ." Unknown is not a permissible answer under the statute.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void formed by the dissolution of limestone or dolostone strata due to groundwater erosion, leading to the surface subsidence of soil, sediment, or rock and may be identified through the contour lines on the property's recorded plat map." This disclosure is required even if the sinkhole is indicated lines on the property's recorded plat map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. 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"/>	<input type="checkbox"/>

**Both Buyers and Sellers should understand that any sales agreement signed between the parties will take precedence over this form regarding the terms of the sale, the property included in the transaction, and any responsibilities of the seller to address repairs for items listed below or the buyer's obligation to accept such items "as is"**

**RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

NOTE TO SELLER(S): Sign this statement only if you choose to sell the property "as is," without making any representations or warranties about its condition, except for those specified in the Purchase Agreement. Otherwise, complete and sign the RESIDENTIAL PROPERTY CONDITION DISCLOSURE form.

Property Address/Legal Description:

The undersigned Seller(s) of the real property described above hereby disclaims any representations or warranties regarding the condition of the property or any improvements on it, except for those required under Tenn. Code Ann. §§ 66-5-212 and 66-5-213. The Buyer(s) will accept the property "as is," including any existing defects, if any, unless otherwise stated in the real estate Purchase Agreement.

**SELLER(S) ACKNOWLEDGEMENT**

The Seller(s) confirm that they have thoroughly reviewed this statement and acknowledge being informed of their rights and responsibilities under the Tennessee Residential Property Disclosure Act.

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

**BUYER(S) ACKNOWLEDGEMENT**

A disclaimer statement is allowed only when the purchaser waives the required disclosure, as provided under Tenn. Code Ann. § 66-5-202. By signing below, the Buyer(s) acknowledges that they are waiving their statutory right to receive the Seller's Property Condition Disclosure. The Buyer(s) further confirms receipt of this disclaimer statement and acknowledges being informed of their rights and responsibilities under the Tennessee Residential Property Disclosure Act.

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

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

*NOTE: This agreement is provided by My State MLS for the exclusive use of its members in real estate transactions and must be utilized in its original form. By downloading or using this agreement, you agree not to modify, edit, or alter its content, except in the designated blank fields, and acknowledge that any such changes are made at your own risk. The use of the My State MLS logo is strictly limited to standardized forms produced by My State MLS. This agreement may be updated periodically, and it is the responsibility of the user to ensure they are utilizing the most current version available.*