

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 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. § 66-5-202).
- 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. § 47-18-104(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 a warranty 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:

- | | | |
|--|--|--|
| ☐ 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 contract |
| ☐ 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): _____

92 Other Items:

93 _____

94 _____

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

96 If YES, then describe (attach additional sheets if necessary):

97 _____

98 _____

99 _____

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
101 Interior Walls	☐	☐	☐	Roof	☐	☐	☐
102 Ceilings	☐	☐	☐	Basement	☐	☐	☐
103 Floors	☐	☐	☐	Foundation	☐	☐	☐
104 Windows	☐	☐	☐	Slab	☐	☐	☐
105 Doors	☐	☐	☐	Driveway	☐	☐	☐
106 Insulation	☐	☐	☐	Sidewalks	☐	☐	☐
107 Plumbing System	☐	☐	☐	Central Heating	☐	☐	☐
108 Sewer/Septic	☐	☐	☐	Heat Pump	☐	☐	☐
109 Electrical System	☐	☐	☐	Central Air Conditioning	☐	☐	☐
110 Exterior Walls	☐	☐	☐				

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

112 _____

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

114 1. Substances, materials or products which may be environmental hazards	☐	☐	☐
115 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel			
116 or chemical storage tanks, contaminated soil or			
117 water, on the subject			
118 property?			
119 2. Features shared in common with adjoining land owners, such as walls, but	☐	☐	☐
120 not limited to, fences, and/or driveways, with joint rights and obligations			
121 for use and maintenance?			
122 3. Any authorized changes in roads, drainage or utilities affecting the	☐	☐	☐
123 property, or contiguous to the property?			
124 4. Any changes since the most recent survey of the property was done?	☐	☐	☐
125 Most recent survey of the property: _____ (Date) (check here if unknown)			☐
126 5. Any encroachments, easements, or similar items that may affect your	☐	☐	☐
127 ownership interest in the property?			
128 6. Room additions, structural modifications or other alterations or	☐	☐	☐
129 repairs made without necessary permits?			
130 7. Room additions, structural modifications or other alterations or	☐	☐	☐
131 repairs not in compliance with building codes?			
132 8. Landfill (compacted or otherwise) on the property or any portion	☐	☐	☐
133 thereof?			
134 9. Any settling from any cause, or slippage, sliding or other soil problems?	☐	☐	☐
135 10. Flooding, drainage or grading problems?	☐	☐	☐
136 11. Any requirement that flood insurance be maintained on the property?	☐	☐	☐

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		YES	NO	UNKNOWN
137	12. Property or structural damage from fire, earthquake, floods, or landslides?	☐	☐	☐
138	If yes, please explain (use separate sheet if necessary).			
139	_____			
140	_____			
141	If yes, has said damage been repaired? _____			
142	13. Is the property serviced by a fire department?	☐	☐	☐
143	If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found:			
144	https://tnmap.tn.gov/fdtn/)			
145	_____			
146	Is the property owner subject to charges or fees for fire protection,	☐	☐	☐
147	such as subscriptions, association dues or utility fees?			
148	14. Any zoning violations, nonconforming uses and/or violations of	☐	☐	☐
149	"setback" requirements?			
150	15. Neighborhood noise problems or other nuisances?	☐	☐	☐
151	16. Subdivision and/or deed restrictions or obligations?	☐	☐	☐
152	17. A Condominium/Homeowners Association (HOA) which has any authority	☐	☐	☐
153	over the subject property?			
154	Name of HOA: _____ HOA Address: _____			
155	HOA Phone Number: _____ Monthly Dues: _____			
156	Special Assessments: _____ Transfer Fees: _____			
157	Management Company: _____ Phone: _____			
158	Management Co. Address: _____			
159	18. Is the location of the property within an improvement district that is			
160	subject to special assessment:	☐	☐	☐
161	Rate of special assessment: _____			
162	19. Any "common area" (facilities such as, but not limited to, pools, tennis	☐	☐	☐
163	courts, walkways or other areas co-owned in undivided interest with others)?			
164	20. Any notices of abatement or citations against the property?	☐	☐	☐
165	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	☐	☐	☐
166	or shall affect the property?			
167	22. Is any system, equipment or part of the property being leased?	☐	☐	☐
168	If yes, please explain, and include a written statement regarding payment			
169	information.			
170	_____			
171	_____			
172	23. Any exterior wall covering of the structure(s) covered with exterior	☐	☐	☐
173	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
174	If yes, has there been a recent inspection to determine whether the structure	☐	☐	☐
175	has excessive moisture accumulation and/or moisture related damage?			
176	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
177	<i>professional inspect the structure in question for the preceding concern and provide a written report of the professional's</i>			
178	<i>finding.)</i>			
179	If yes, please explain. If necessary, please attach an additional sheet.			
180	_____			
181	_____			
182	24. Is there an exterior injection well anywhere on the property?	☐	☐	☐
183	25. Is seller aware of any percolation tests or soil absorption rates being	☐	☐	☐
184	performed on the property that are determined or accepted by			
185	the Tennessee Department of Environment and Conservation?			
186	If yes, results of test(s) and/or rate(s) are attached.			
187	26. Has any residence on this property ever been moved from its original	☐	☐	☐

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YES NO UNKNOWN

27. 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.

☐

☐

☐

28. 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.

☐

☐

☐

29. 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.

☐

☐

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

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

Transferor (Seller) _____ Date _____ Time _____

Transferor (Seller) _____ Date _____ Time _____

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.

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

Transferee (Buyer) _____ Date _____ Time _____

Transferee (Buyer) _____ Date _____ Time _____

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

NOTE: This form is provided by Tennessee REALTORS® 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 Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® 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.