

# TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT

1 Property Address: \_\_\_\_\_  
2 Seller: \_\_\_\_\_

3 The Tennessee Residential Property Disclosure Act (Tenn. Code Ann. § 66-5-201, et seq.) requires sellers of residential real  
4 property with one to four dwelling units to furnish to a buyer one of the following: (1) a residential property disclosure statement  
5 (the “Disclosure”), or (2) a residential property disclaimer statement (permitted only where the buyer waives the required  
6 Disclosure). Some property transfers may be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following  
7 is a summary of the buyers’ and sellers’ rights and obligations under the Act. A complete copy of the Act may be found at:  
8 <http://www.lexisnexis.com/hottopics/tncode/>. (See Tenn. Code Ann. § 66-5-201, et seq.)

- 9 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the  
10 best of the seller’s knowledge as of the Disclosure date.
- 11 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 12 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have  
13 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 14 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain  
15 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code  
16 Ann. § 66-5-204).
- 17 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 18 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless  
19 agreed to in the purchase contract.
- 20 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 21 8. Sellers are not required to disclose if any occupant was HIV–positive, or had any other disease not likely to be transmitted  
22 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which  
23 had no effect on the physical structure of the property.
- 24 9. Sellers may provide an “as is”, “no representations or warranties” disclaimer statement in lieu of the Disclosure form only  
25 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form  
26 (See Tenn. Code Ann. § 66-5-202).
- 27 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,  
28 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the  
29 property at any time within the prior three (3) years). (See Tenn. Code Ann. § 66-5-209).
- 30 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,  
31 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the  
32 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 33 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is  
34 not required to repair any such items.
- 35 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a  
36 disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).
- 37 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer  
38 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 39 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
40 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 41 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited  
42 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
43 disposal system permit.

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44 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results  
 45 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the  
 46 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as  
 47 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive  
 48 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has  
 49 ever been moved from an existing foundation to another foundation.

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

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

61 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior  
 62 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever  
 63 been moved from an existing foundation to another foundation, and whether the Sellers have knowledge of any percolation  
 64 tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of  
 65 Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers,  
 66 pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit  
 67 Development and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws  
 68 and master deed.

69 <b>ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:</b>	<b>YES</b>	<b>NO</b>	<b>UNKNOWN</b>
70 1. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71 2. Is seller aware of any percolation tests or soil absorption rates being 72 performed on the property that are determined or accepted by 73 the Tennessee Department of Environment and Conservation? 74 If yes, results of test(s) and/or rate(s) are attached.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
75 3. Has any residence on this property ever been moved from its original 76 foundation to another foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
77 4. Is this property in a Planned Unit Development? Planned Unit Development 78 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, 79 controlled by one (1) or more landowners, to be developed under unified control 80 or unified plan of development for a number of dwelling units, commercial, 81 educational, recreational or industrial uses, or any combination of the 82 foregoing, the plan for which does not correspond in lot size, bulk or type of 83 use, density, lot coverage, open space, or other restrictions to the existing land 84 use regulations." Unknown is not a permissible answer under the statute.	<input type="checkbox"/>	<input type="checkbox"/>	
85 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. 86 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of 87 limestone or dolostone strata resulting from groundwater erosion, causing a 88 surface subsidence of soil, sediment, or rock and is indicated through the 89 contour lines on the property's recorded plat map." This disclosure is required 90 regardless of whether the sinkhole is indicated through the contour lines on the 91 property's recorded plat map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
92 6. Was a permit for a subsurface sewage disposal system for the Property issued 93 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If 94 yes, Buyer may have a future obligation to connect to the public sewer system.	<input type="checkbox"/>	<input type="checkbox"/>	

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

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**RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

99 NOTE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to  
100 its condition, except as otherwise provided in the Purchase Contract; otherwise, complete and sign the RESIDENTIAL  
101 PROPERTY CONDITION DISCLOSURE form.

102 Property Address/Legal Description: \_\_\_\_\_  
103 \_\_\_\_\_  
104 \_\_\_\_\_

105 The undersigned Seller(s) of the real property described above makes no representations or warranties as to the condition of  
106 the real property or any improvements thereon other than those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212  
107 and 66-5-213. Buyer(s) shall be receiving the real property “as is”, that is, with all defects which may exist, if any, except as  
108 otherwise provided in the real estate Purchase Contract.

109 **SELLER(S) ACKNOWLEDGEMENT**

110 The Seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of  
111 their rights and obligations under the Tennessee Residential Property Disclosure Act.

112 The party(ies) below have signed and acknowledge receipt of a copy.

113 _____ 114 <b>SELLER</b>	_____ <b>SELLER</b>
115 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 116 <b>Date</b>	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>

117 **BUYER(S) ACKNOWLEDGEMENT**

118 **A disclaimer statement may only be permitted where the purchaser waives the required disclosure under**  
119 **Tenn. Code Ann. § 66-5-202. Buyers acknowledge that by signing below they are waiving their statutory**  
120 **right to the Sellers Property Condition Disclosure.** The Buyer(s) acknowledges receipt of this disclaimer  
121 statement and further acknowledges that they have been informed of their rights and obligations under the Tennessee  
122 Residential Property Disclosure Act.

123 The party(ies) below have signed and acknowledge receipt of a copy.

124 _____ 125 <b>BUYER</b>	_____ <b>BUYER</b>
126 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 127 <b>Date</b>	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>

128 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is  
129 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or  
130 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. 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.*