

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT

1 Property Address: _____
2 Buyer: _____
3 Seller: _____

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

- 10 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to
11 the best of the seller’s knowledge as of the Disclosure date.
- 12 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 13 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
14 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 15 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
16 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn.
17 Code Ann. § 66-5-204).
- 18 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 19 6. Sellers are not required to repair any items listed on the disclosure form, or on any inspection report, unless agreed to in
20 the purchase contract.
- 21 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
22 paid.
- 23 8. Sellers are not required to disclose if any occupant was HIV–positive, or had any other disease not likely to be
24 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
25 occurrence which 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
27 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
28 form (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
30 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not
31 resided on the property at any time within the prior three (3) years. See Tenn. Code Ann. § 66-5-209).
- 32 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon,
33 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind
34 by the 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
36 is 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
40 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
41 matters.
- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
43 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
46 disposal system permit.
- 47 17. Sellers must disclose the presence of any known exterior injection well and the results of any known percolation or soil
48 absorption rate performed on the property that is determined or accepted by the Department of Environment and
49 Conservation.



50 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above
51 acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this
52 information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential
53 Property Condition Disclosure, Tennessee Residential Property Condition Disclaimer Statement or a Tennessee Residential
54 Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice
55 of an attorney on any 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
57 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
58 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
59 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers
60 may wish to obtain.

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

64 **RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

68 Property Address/Legal Description: _____
69 _____
70 _____

71 The undersigned Seller(s) of the real property described above makes no representations or warranties as to the condition of
72 the real property or any improvements thereon and the Buyer(s) will be receiving the real property "as is", that is, with all
73 defects which may exist, if any, except as otherwise provided in the real estate Purchase Contract.

74 **SELLER(S) ACKNOWLEDGEMENT.**

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

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

78 _____	_____
79 SELLER	SELLER
80 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
81 Date	Date

82 **BUYER(S) ACKNOWLEDGEMENT**

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

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

89 _____	_____
90 BUYER	BUYER
91 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
92 Date	Date

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

NOTE: This form is provided by TAR 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 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.

