

# 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  nonsite built-home

6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling  
7 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a  
8 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property  
9 transfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The following is a summary of the  
10 buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at:

11 <http://www.state.tn.us/commerce/boards/trec/index.shtml>.

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



- 41 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to  
 42 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such  
 43 matters.
- 44 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although  
 45 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 46 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited  
 47 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
 48 disposal system permit.
- 49 17. Sellers must disclose the presence of any known exterior injection well and the results of any known percolation test or  
 50 soil absorption rate performed on the property that is determined or accepted by the Department of Environment and  
 51 Conservation.

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

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

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

66 **INSTRUCTIONS TO THE SELLER**

67 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly  
 68 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this  
 69 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

70 **A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:**

- |  |  |  |
|--|--|--|
| 71 <input type="checkbox"/> Range            | <input type="checkbox"/> Wall/Window Air Conditioning    | <input type="checkbox"/> Garage Door Opener(s) and remotes. How Many? __                               |
| 72 <input type="checkbox"/> Oven             | <input type="checkbox"/> Window Screens                  | <input type="checkbox"/> Intercom  |
| 73 <input type="checkbox"/> Microwave        | <input type="checkbox"/> Fireplace(s) (Number) _____     | <input type="checkbox"/> TV Antenna/Satellite Dish (excluding components)                              |
| 74 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Gas Starter for Fireplace       | <input type="checkbox"/> Central Vacuum System and attachments   |
| 75 <input type="checkbox"/> Trash Compactor  | <input type="checkbox"/> Gas Fireplace Logs              | <input type="checkbox"/> Spa/Whirlpool Tub   |
| 76 <input type="checkbox"/> Water Softener   | <input type="checkbox"/> Smoke Detector/Fire Alarm       | <input type="checkbox"/> Hot Tub   |
| 77 <input type="checkbox"/> 220 Volt Wiring  | <input type="checkbox"/> Patio/Decking/Gazebo            | <input type="checkbox"/> Sauna   |
| 78 <input type="checkbox"/> Washer/Dryer     | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input type="checkbox"/> Current Termite contract  |
| 79 Hookups                                   |  |  |
| 80 <input type="checkbox"/> Dishwasher       | <input type="checkbox"/> Irrigation System               | <input type="checkbox"/> Access to Public Streets  |
| 81 <input type="checkbox"/> Heat Pump        | <input type="checkbox"/> Sump Pump                       | <input type="checkbox"/> All Landscaping and all outdoor lighting                                      |
| 82 ____ Age (Approx)                         | <input type="checkbox"/> Burglar Alarm/Security System   | <input type="checkbox"/> A key to all exterior doors   |
| 83   | Components and controls                                  | <input type="checkbox"/> Rain Gutters  |
| 84   |  | <input type="checkbox"/> Pool <input type="checkbox"/> In-ground <input type="checkbox"/> Above-ground |



- 85  Central Heating \_\_\_\_\_ Age  Electric  Gas  Other
- 86  Central Air Conditioning \_\_\_\_\_ Age  Electric  Gas  Other
- 87  Water Heater \_\_\_\_\_ Age  Electric  Gas  Solar  Other \_\_\_\_\_
- 88  Other \_\_\_\_\_  Other \_\_\_\_\_

- 89 Garage  Attached  Not Attached  Carport
- 90 Water Supply  City  Well  Private  Utility  Other \_\_\_\_\_
- 91 Gas Supply  Utility  Bottled  Other
- 92 Waste Disposal  City Sewer  Septic Tank  Other \_\_\_\_\_

93 Roof(s): Type \_\_\_\_\_ Age (approx): \_\_\_\_\_

94 Other Items:  
 95 \_\_\_\_\_  
 96 \_\_\_\_\_  
 97 \_\_\_\_\_

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

99 If YES, then describe (attach additional sheets if necessary):  
 100 \_\_\_\_\_  
 101 \_\_\_\_\_  
 102 \_\_\_\_\_  
 103 \_\_\_\_\_  
 104 \_\_\_\_\_  
 105 \_\_\_\_\_

106 **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):  
 107 \_\_\_\_\_  
 108 \_\_\_\_\_  
 109 \_\_\_\_\_

110 If leases are not assumable, it will be Seller's responsibility to pay balance.

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
113 Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roof Components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
114 Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
115 Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
116 Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
117 Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
118 Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
119 Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120 Sewer/Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
121 Electrical System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
122 Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Double Paned or Insulated Window and/or Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

124 If any of the above is/are marked YES, please explain:  
 125 \_\_\_\_\_

126 Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary).  
 127 \_\_\_\_\_



128	<b>C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:</b>	<b>YES</b>	<b>NO</b>	<b>UNKNOWN</b>
129	1. Substances, materials or products which may be environmental hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
130	such as, but not limited to: asbestos, radon gas, lead-based paint, fuel			
131	or chemical storage tanks, methamphetamine, contaminated soil or			
132	water, and/or known existing or past mold presence on the subject			
133	property?			
134	2. Features shared in common with adjoining land owners, such as walls, but	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
135	not limited to, fences, and/or driveways, with joint rights and obligations			
136	for use and maintenance?			
137	3. Any authorized changes in roads, drainage or utilities affecting the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
138	property, or contiguous to the property?			
139	4. Any changes since the most recent survey of the property was done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
140	Most recent survey of the property: <input type="checkbox"/> (check here if unknown)			
141	_____			
142	5. Any encroachments, easements, or similar items that may affect your	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143	ownership interest in the property?			
144	6. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
145	repairs made without necessary permits?			
146	7. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147	repairs not in compliance with building codes?			
148	8. Landfill (compacted or otherwise) on the property or any portion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
149	thereof?			
150	9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151	10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152	11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153	12. Is any of the property in a flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154	13. Any past or present interior water intrusions(s), standing water within	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
155	foundation and/or basement?			
156	If yes, please explain. If necessary, please attach an additional sheet			
157	and any available documents pertaining to these repairs/corrections.			
158	_____			
159	_____			
160	14. Property or structural damage from fire, earthquake, floods, landslides,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161	tremors, wind, storm or wood destroying organisms?			
162	If yes, please explain (use separate sheet if necessary).			
163	_____			
164	If yes, has said damage been repaired?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165	15. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
166	“setback” requirements?			
167	16. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
168	17. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
169	18. A Homeowners Association (HOA) which has any authority over the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
170	subject property?			
171	Name of HOA: _____ HOA Address: _____			
172	Monthly Dues: _____ Special Assessments: _____			
173	Transfer Fees: _____			
174	19. Any “common area” (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175	courts, walkways or other areas co-owned in undivided interest with others)?			
176	20. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SAMPLE



		YES	NO	UNKNOWN
177	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178	or will affect the property?			
179	22. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
180	If yes, please explain, and include a written statement regarding payment			
181	information.			
182	_____			
183	_____			
184	23. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
185	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
186	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
187	has excessive moisture accumulation and/or moisture related damage?			
188	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
189	<i>professional inspect the structure in question for the preceding concern and provide a written report of the</i>			
190	<i>professional's finding.)</i>			
191	If yes, please explain. If necessary, please attach an additional sheet.			
192	_____			
193	_____			
194	24. Is heating and air conditioning supplied to all finished rooms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
195	If the same type of system is not used for all finished rooms, please explain.			
196	_____			
197	_____			
198	25. If septic tank or other private disposal system is marked under item (A), does	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
199	it have adequate capacity and approved design to comply with present state			
200	and local requirements for the actual land area and number of bedrooms and			
201	facilities existing at the residence?			
202	26. Is the property affected by governmental regulations or restrictions requiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
203	approval for changes, use, or alterations to the property?			
204	27. Is this property in an historical district or has it been declared historical by	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
205	any governmental authority such that permission must be obtained before			
206	certain types of improvements or aesthetic changes to the property are made?			

207 **D. CERTIFICATION.** I/We certify that the information herein, concerning the real property located at  
 208 \_\_\_\_\_  
 209 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to  
 210 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

211 Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

212 Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

214 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate  
 215 appropriate provisions in the purchase agreement regarding advice, inspections or defects.

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

221 Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

222 Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

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



# SELLERS FINAL PROPERTY DISCLOSURE

226 PROPERTY ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

227 **Pursuant** to the disclosure requirements of the “Tennessee Residential Property Disclosure Act” *Tennessee Code*  
228 *Annotated, § 66-5-201, et seq.*, the undersigned Seller hereby supplements the Residential Property Condition Disclosure  
229 information previously furnished by Seller to Buyer, as follows (Seller[s] initial and check appropriate line and write out  
230 the changes if any are reported):

231  **NO CHANGES**

232 To the best of the knowledge, information and belief of the undersigned, the condition of the Property sold is  
233 substantially the same as it was when the Residential Property Condition Disclosure form was provided to the Buyer.

234  **CHANGES TO REPORT**

235 The changes shown below, which may be material to the physical condition of the Property, have occurred or been  
236 observed since the Residential Property Condition Disclosure form was provided to the Buyer. This statement is given  
237 in good faith to the best of Seller’s knowledge, information and belief, and is not intended to create warranties or  
238 guarantees which are not already made in the specific provisions of the contract or imposed by applicable law.

239 **CHANGES REPORTED**

240 \_\_\_\_\_  
241 \_\_\_\_\_  
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262 \_\_\_\_\_

SAMPLE

263 IN WITNESS WHEREOF, the information hereon is certified by Seller and acknowledged as received by Buyer upon the  
264 dates indicated.

265 Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

266 Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

267 Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

268 Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

*NOTE: This form is provided by TAR 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 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.*

