

# 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  
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.tn.gov/regboards/trec/law.shtml>. (See Tenn. Code Ann. § 66-5-201, et seq.)

- 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 past or future inspection report unless  
22 agreed to in 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, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,  
35 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by  
36 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).

This form is copyrighted and may only be used in real estate transactions in which Mark Lonsway is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.



Copyright 2011 © Tennessee Association of Realtors®

RF 201 – Tennessee Residential Property Condition Disclosure, Page 1 of 6

Version 01/01/2015

- 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, the results of any known percolation test or soil  
 50 absorption rate performed on the property that is determined or accepted by the Department of Environment and  
 51 Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. §  
 52 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws  
 53 and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an  
 54 existing foundation to another foundation.

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

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

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

69 **INSTRUCTIONS TO THE SELLER**

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

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

- |   |  |  |
|---|--|--|
| 74 <input type="checkbox"/> Range   | <input type="checkbox"/> Wall/Window Air Conditioning    | <input type="checkbox"/> Garage Door Opener(s) (Number of openers _____)                               |
| 75 <input type="checkbox"/> Ice Maker Hookup                                      | <input type="checkbox"/> Window Screens                  | <input type="checkbox"/> _____ Garage Door Remote(s)   |
| 76 <input type="checkbox"/> Oven  | <input type="checkbox"/> Fireplace(s) (Number) _____     | <input type="checkbox"/> Intercom  |
| 77 <input type="checkbox"/> Microwave   | <input type="checkbox"/> Gas Starter for Fireplace       | <input type="checkbox"/> TV Antenna/Satellite Dish (excluding components)                              |
| 78 <input type="checkbox"/> Garbage Disposal                                      | <input type="checkbox"/> Gas Fireplace Logs              | <input type="checkbox"/> Central Vacuum System and attachments   |
| 79 <input type="checkbox"/> Trash Compactor                                       | <input type="checkbox"/> Smoke Detector/Fire Alarm       | <input type="checkbox"/> Spa/Whirlpool Tub   |
| 80 <input type="checkbox"/> Water Softener  | <input type="checkbox"/> Patio/Decking/Gazebo            | <input type="checkbox"/> Hot Tub   |
| 81 <input type="checkbox"/> 220 Volt Wiring                                       | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input type="checkbox"/> Washer/Dryer Hookups  |
| 82 <input type="checkbox"/> Sauna   | <input type="checkbox"/> Irrigation System               | <input type="checkbox"/> Pool <input type="checkbox"/> In-ground <input type="checkbox"/> Above-ground |
| 83 <input type="checkbox"/> Dishwasher  | <input type="checkbox"/> A key to all exterior doors     | <input type="checkbox"/> Access to Public Streets  |
| 84 <input type="checkbox"/> Sump Pump   | <input type="checkbox"/> Rain Gutters                    | <input type="checkbox"/> All Landscaping and all outdoor lighting                                      |
| 85 <input type="checkbox"/> Burglar Alarm/Security System Components and controls |  |  |
| 86 <input type="checkbox"/> Current Termite contract with _____                   |  |  |
| 87 <input type="checkbox"/> Heat Pump Unit #1 _____ Age (Approx)                  |  |  |

This form is copyrighted and may only be used in real estate transactions in which Mark Lonsway is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.



- 88  Heat Pump Unit #2 \_\_\_\_\_ Age (Approx)
- 89  Heat Pump Unit #3 \_\_\_\_\_ Age (Approx)
- 90  Central Heating Unit #1 \_\_\_\_\_ Age  Electric  Gas  Other
- 91  Central Heating Unit #2 \_\_\_\_\_ Age  Electric  Gas  Other
- 92  Central Heating Unit #3 \_\_\_\_\_ Age  Electric  Gas  Other
- 93  Central Air Conditioning #1 \_\_\_\_\_ Age  Electric  Gas  Other
- 94  Central Air Conditioning #2 \_\_\_\_\_ Age  Electric  Gas  Other
- 95  Central Air Conditioning #3 \_\_\_\_\_ Age  Electric  Gas  Other
- 96  Water Heater #1 \_\_\_\_\_ Age  Electric  Gas  Solar  Other \_\_\_\_\_
- 97  Water Heater #2 \_\_\_\_\_ Age  Electric  Gas  Solar  Other \_\_\_\_\_
- 98  Other \_\_\_\_\_  Other \_\_\_\_\_
- 99 Garage  Attached  Not Attached  Carport
- 100 Water Supply  City  Well  Private  Utility  Other \_\_\_\_\_
- 101 Gas Supply  Utility  Bottled  Other
- 102 Waste Disposal  City Sewer  Septic Tank  Other \_\_\_\_\_
- 103 Roof(s): Type \_\_\_\_\_ Age (Approx): \_\_\_\_\_
- 104 Other Items:
- 105 \_\_\_\_\_
- 106 \_\_\_\_\_
- 107 \_\_\_\_\_

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

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

110 \_\_\_\_\_

111 \_\_\_\_\_

112 \_\_\_\_\_

113 \_\_\_\_\_

114 \_\_\_\_\_

115 \_\_\_\_\_

116 **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

117 \_\_\_\_\_

118 \_\_\_\_\_

119 \_\_\_\_\_

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

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
122 Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roof Components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
123 Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124 Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
125 Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
126 Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
127 Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
128 Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
129				Sewer/Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
130				Electrical System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
131				Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
132				Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Central Air Conditioning	<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"/>

133 If any of the above is/are marked YES, please explain:  
134

135 Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary).  
136

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

138 1. Substances, materials or products which may be environmental hazards  
139 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel  
140 or chemical storage tanks, methamphetamine, contaminated soil or  
141 water, and/or known existing or past mold presence on the subject  
142 property?  YES  NO  UNKNOWN

143 2. Features shared in common with adjoining land owners, such as walls, but  
144 not limited to, fences, and/or driveways, with joint rights and obligations  
145 for use and maintenance?  YES  NO  UNKNOWN

146 3. Any authorized changes in roads, drainage or utilities affecting the  
147 property, or contiguous to the property?  YES  NO  UNKNOWN

148 4. Any changes since the most recent survey of the property was done?  
149 Most recent survey of the property:  (check here if unknown)  YES  NO  UNKNOWN

151 5. Any encroachments, easements, or similar items that may affect your  
152 ownership interest in the property?  YES  NO  UNKNOWN

153 6. Room additions, structural modifications or other alterations or  
154 repairs made without necessary permits?  YES  NO  UNKNOWN

155 7. Room additions, structural modifications or other alterations or  
156 repairs not in compliance with building codes?  YES  NO  UNKNOWN

157 8. Landfill (compacted or otherwise) on the property or any portion  
158 thereof?  YES  NO  UNKNOWN

159 9. Any settling from any cause, or slippage, sliding or other soil problems?  YES  NO  UNKNOWN

160 10. Flooding, drainage or grading problems?  YES  NO  UNKNOWN

161 11. Any requirement that flood insurance be maintained on the property?  YES  NO  UNKNOWN

162 12. Is any of the property in a flood plain?  YES  NO  UNKNOWN

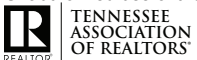
163 13. Any past or present interior water intrusions(s) from outside home,  
164 standing water within foundation and/or basement?  
165 If yes, please explain. If necessary, please attach an additional sheet  
166 and any available documents pertaining to these repairs/corrections.  
167  
168  
169

170 14. Property or structural damage from fire, earthquake, floods, landslides,  
171 tremors, wind, storm or wood destroying organisms?  
172 If yes, please explain (use separate sheet if necessary).  
173  
174

175 If yes, has said damage been repaired?  YES  NO  UNKNOWN

		YES	NO	UNKNOWN
176	15. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
177	“setback” requirements?			
178	16. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
179	17. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
180	18. A Condominium/Homeowners Association (HOA) which has any authority	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
181	over the subject property?			
182	Name of HOA: _____			
183	HOA Phone Number: _____			
184	Special Assessments: _____			
185	Management Company: _____			
186	Management Co. Address: _____			
187	19. Any “common area” (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
188	courts, walkways or other areas co-owned in undivided interest with others)?			
189	20. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
190	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
191	or will affect the property?			
192	22. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
193	If yes, please explain, and include a written statement regarding payment			
194	information.			
195	_____			
196	_____			
197	23. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
198	insulation and finish systems (EIFS), also known as “synthetic stucco”?			
199	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
200	has excessive moisture accumulation and/or moisture related damage?			
201	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
202	<i>professional inspect the structure in question for the preceding concern and provide a written report of the</i>			
203	<i>professional’s finding.)</i>			
204	If yes, please explain. If necessary, please attach an additional sheet.			
205	_____			
206	_____			
207	24. Is heating and air conditioning supplied to all finished rooms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
208	If the same type of system is not used for all finished rooms, please explain.			
209	_____			
210	_____			
211	_____			
212	25. If septic tank or other private disposal system is marked under item (A), does	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
213	it have adequate capacity and approved design to comply with present state			
214	and local requirements for the actual land area and number of bedrooms and			
215	facilities existing at the residence?			
216	26. Is the property affected by governmental regulations or restrictions requiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
217	approval for changes, use, or alterations to the property?			
218	27. Is this property in a historical district or has it been declared historical by	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
219	any governmental authority such that permission must be obtained before			
220	certain types of improvements or aesthetic changes to the property are made?			
221	28. Does this property have an exterior injection well located anywhere on it?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
222	29. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
223	performed on the property that are determined or accepted by			
224	the Tennessee Department of Environment and Conservation?			
225	If yes, results of test(s) and/or rate(s) are attached.			

This form is copyrighted and may only be used in real estate transactions in which Mark Lonsway is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.



YES NO UNKNOWN

226 30. Has any residence on this property ever been moved from its original
227 foundation to another foundation? [ ] [ ] [ ]

228 31. Is this property in a Planned Unit Development? Planned Unit Development
229 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
230 controlled by one (1) or more landowners, to be developed under unified
231 control or unified plan of development for a number of dwelling units,
232 commercial, educational, recreational or industrial uses, or any combination of
233 the foregoing, the plan for which does not correspond in lot size, bulk or type
234 of use, density, lot coverage, open space, or other restrictions to the existing
235 land use regulations." Unknown is not a permissible answer under the statute. [ ] [ ]

236 D. CERTIFICATION. I/We certify that the information herein, concerning the real property located at
237
238 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
239 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

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

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

242
243 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
244 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
245
246

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

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

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

252 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
253 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
254 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. 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.

This form is copyrighted and may only be used in real estate transactions in which Mark Lonsway is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.

