

TN RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT

1 **Property Address:** _____

2 **Buyer Name(s):** _____

3 **Seller Name(s):** _____

4 **Buyers' and Sellers' Rights and Obligations under the Tennessee Residential Property Disclosure Act:**

5 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units to furnish to
6 a buyer **one of the following**: (1) a residential property disclosure statement (the "Disclosure"), **or** (2) a residential property *disclaimer*
7 *statement* (this form), permitted *only* where the buyer *waives* the required Disclosure. Some property transfers may be exempt from this
8 requirement [see § 66-5-209]. The following is a **summary** of the buyers' and sellers' rights and obligations under the Act. A complete
9 copy of the Act (TCA Title 66, Chapter 5, Part 2) may be found at: <http://tn.gov/commerce/boards/trec>

- 10 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to the best of the
11 seller's knowledge as of the Disclosure date.
- 12 2. Sellers must give the buyers the Disclosure form (or *disclaimer statement*) **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 occurred since
14 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 information provided by a
16 public agency, in lieu of responding to some or all of the questions on the form.
- 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 defects listed on the Disclosure form, or on any inspection report, unless agreed to in the
19 purchase contract or a contract amendment.
- 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 by
22 occupying a home, or whether the home was the site of a homicide, suicide or felony, or other act or occurrence which had no
23 effect on the physical structure of the property.
- 24 9. Sellers may provide an "as is", "no representations or warranties" *disclaimer statement* (this form) in lieu of the Disclosure form
25 **only if the buyer waives the right to the required Disclosure, otherwise the sellers must provide the completed Disclosure form.**
- 26 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (for example - public auctions,
27 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the property at
28 any time within prior 3 years). [see § 66-5-209 for complete list of exemptions]
- 29 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead based paint, radon, mold, and other
30 appropriate inspection contingencies in the purchase contract, as this form is not a warranty of any kind by the seller, and *is not a*
31 *substitute for any warranties or professional inspections the buyer may desire to purchase.*
- 32 12. Buyers should negotiate the repairs of any disclosed defects by addressing them in the purchase contract (see #6).
- 33 13. Buyers may, **but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide an "as is",**
34 **"no representations or warranties" disclaimer statement (this form).**
- 35 14. Remedies for a seller's misrepresentation or nondisclosure on a Disclosure form may be available to buyer, including the possibility of
36 terminating the contract. [§ 66-5-208] Buyer should consult with an attorney regarding any such matters.
- 37 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees are required
38 to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 39 16. For newly constructed residences on a septic system, sellers are prohibited from knowingly advertising or marketing a home as having
40 more bedrooms than are permitted by the subsurface sewage disposal system permit. [§ 47-18-104(b)]
- 41 17. Sellers must disclose the presence of any known exterior injection well and the results of any known percolation tests or soil absorption rate
42 performed on the property that is determined or accepted by the Dept of Environment & Conservation.
- 43 18. For condominiums, buyers are entitled, upon request, to receive information regarding the condominium administration. [§ 66-27-502]

44 **The buyers and sellers involved in the current or prospective real estate transaction for the property listed above acknowledge that**
45 **they were informed of their rights and obligations regarding TN Residential Property Disclosures, and that this information was**
46 **provided by the real estate licensee(s) prior to the completion or reviewing of this *Disclaimer Statement*. Buyers and sellers also**
47 **acknowledge that they were advised to seek the advice of an attorney on any legal questions they may have regarding this**
48 **information, or prior to taking any legal actions. Buyers and sellers acknowledge receipt of a copy of this *Disclaimer Statement*.**

49 **DISCLAIMER STATEMENT: *The Seller makes no representations or warranties as to the condition of the real***
50 ***property or any improvements thereon. The Buyer will be receiving the property "as is", that is, with all defects which***
51 ***may exist, if any, except as otherwise provided in the real estate Purchase Contract. Buyer, by signing below, is waiving***
52 ***their rights to receive a TN Residential Property Condition Disclosure form.***

53 X _____ X _____
Seller Signature Date & Time Seller Signature Date & Time

54 X _____ X _____
Buyer Signature Date & Time Buyer Signature Date & Time

