



## CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose licensee's agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

**116 TERRACE STREET**

**ELIZABETHTON**

**TN 37643**

PROPERTY ADDRESS

**SELLER NAME:** ESTATE OF HELEN TRIPLETT

**BUYER NAME:** \_\_\_\_\_

**LICENSEE NAME:** DAVID COLLINS

**LICENSEE NAME:** \_\_\_\_\_

in this consumer's current or prospective transaction is serving as:

in this consumer's current or prospective transaction is serving as:

**Transaction Broker or Facilitator.**  
(not an agent for either party).

**Transaction Broker or Facilitator.**  
(not an agent for either party).

**Seller is Unrepresented.**

**Buyer is Unrepresented.**

**Agent for the Seller.**

**Agent for the Buyer.**

**Designated Agent for the Seller.**

**Designated Agent for the Buyer.**

**Disclosed Dual Agent (for both parties),**  
with the consent of both the Buyer and the Seller  
in this transaction.

**Disclosed Dual Agent (for both parties),**  
with the consent of both the Buyer and the Seller  
in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3<sup>rd</sup> Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.**

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice

*Susan R. Boyles* 5/23/24  
Seller Signature *as Administrator* Date Buyer Signature Date

\_\_\_\_\_  
Seller Signature Date Buyer Signature Date

*David Collins* 5/23/24  
Listing Licensee Date Selling Licensee Date

**COLLINS & COMPANY REALTORS AND AUCTIONEERS**

\_\_\_\_\_  
Listing Company Selling Company

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## DISCLAIMER NOTICE

1 The Broker and their affiliated licensees (hereinafter collectively “Licensees”) are engaged in bringing together  
2 buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or  
3 informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all  
4 sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when  
5 making decisions about any of the following matters, including the selection of any professional to provide services  
6 on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an “independent, qualified  
7 professional”, who complies with all applicable state/local requirements, which may include licensing, insurance,  
8 and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to  
9 purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough  
10 time to get an evaluation of the following matters from an independent, qualified professional. The matters listed  
11 below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with  
12 whom you work. These items are examples and are provided only for your guidance and information.

13 **1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional  
14 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the  
15 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.

16 **2. THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the  
17 condition of the roof.

18 **3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for  
19 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,  
20 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the  
21 Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home  
22 Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home  
23 Inspectors of Tennessee Association ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an  
24 inspector, including whether he has complied with State and/or local licensing and registration requirements in  
25 your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-  
26 plumbing, etc.). **Failure to inspect typically means that you are accepting the property “as is”.**

27 **4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that  
28 you use the services of a licensed, professional pest control company to determine the presence of wood  
29 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any  
30 potential damage from such.

31 **5. ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,  
32 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-  
33 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,  
34 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable  
35 professionals and inspectors in all areas of environmental concern.

36 **6. SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained.  
37 Information is sometimes gathered from tax or real estate records on the property. Square footage provided by  
38 builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but it is **not**  
39 **guaranteed.** It is advised that you have a licensed appraiser determine actual square footage.

40 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A  
41 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even  
42 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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43 NOTE: A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,  
44 while sometimes used to set an asking price or an offer price, is **not** an appraisal.

45 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**  
46 **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or  
47 private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary  
48 survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,  
49 clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys,  
50 plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

51 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,  
52 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental  
53 repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected  
54 use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before  
55 committing to a property or provide for this contingency in your Purchase and Sale Agreement.

56 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The  
57 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,  
58 electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified  
59 by the appropriate sources in writing (including but not limited to fire protection). You should have a  
60 professional check access and/or connection to public sewer and/or public water source and/or the condition of  
61 any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual  
62 number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained  
63 in the file for the property maintained by the appropriate governmental permitting authority. If the file for this  
64 property cannot be located or you do not understand the information contained in the file, you should seek  
65 professional advice regarding this matter. For unimproved land, septic system capability can only be  
66 determined by using the services of a professional soil scientist and verifying with the appropriate governmental  
67 authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to  
68 accommodate the size home that you wish to build.

69 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you  
70 have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or  
71 run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding  
72 may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper  
73 governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation  
74 certificates, flood zones, and flood insurance requirements, recommendations and costs.

75 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed  
76 condemnation proceedings or similar matters concerning any portion of the property with the State, County and  
77 city/town governments in which the property is located. Condemnation proceedings could result in all or a  
78 portion of the property being taken by the government with compensation being paid to the landowner.

79 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently  
80 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other  
81 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate  
82 sources in writing.


83 **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**  
84 You should consult with local, state and federal law enforcement agencies for information or statistics regarding  
85 criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location  
86 of sex offenders in a given area.

87 **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any  
88 legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or  
89 any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not**  
90 legal or tax experts, and therefore cannot advise you in these areas.

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- 91 **16. TITLE EXPENSES.** It is the Buyer's responsibility to seek independent advice or counsel prior to Closing  
 92 from Buyer's Closing Agency regarding the availability and coverage provided under an American Land Title  
 93 Association Standard Owner's Insurance Policy and, if available, an Extended Owner's Insurance Policy.
- 94 **17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any  
 95 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a  
 96 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers  
 97 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are  
 98 advised to contact several sources and independently investigate the competency of any inspector, contractor,  
 99 or other professional expert, service provider or vendor and to determine compliance with any licensing,  
 100 registration, insurance and bonding requirements in your area.
- 101 **18. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition  
 102 of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as  
 103 to suitability of a property to your needs. You acknowledge that any images or other marketing materials  
 104 provided by the seller or brokers involved in the transaction electronically or in print may not display the  
 105 property's features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a  
 106 property.
- 107 **19. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media  
 108 used in the marketing of the property may continue to remain in publication after Closing. You agree that  
 109 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker  
 110 is not in control.

111 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media**  
 112 **representations or verbal representations of any real estate licensee relative to any of the matters itemized**  
 113 **above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they**  
 114 **secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice**  
 115 **for the advice and counsel about these and similar concerns.**

<p>116 </p> <p>117 <b>CLIENT/CUSTOMER</b> <i>Gas Administrator</i></p>	<p>_____</p> <p><b>CLIENT/CUSTOMER</b></p>
<p>118 <u>5/23/24</u> at <u>10</u> o'clock <input checked="" type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>119 <b>Date</b></p>	<p>_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p><b>Date</b></p>

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## LEAD-BASED PAINT DISCLOSURE

1 Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint  
2 Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller  
3 accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such housing.

### 4 Lead Warning Statement

5 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is  
6 notified that such property may present exposure to lead from lead-based paint that may place young children at risk of  
7 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including  
8 learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also  
9 poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide  
10 the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's  
11 possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible  
12 lead-based paint hazards is recommended prior to purchase.

13 Property Address: 116 TERRACE STREET ELIZABETHTON TN 37643

### 14 Seller Disclosure

15 Seller to check one box below:

- 16  Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the  
17 housing.
- 18  Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided  
19 the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the  
20 housing. List any records, reports and/or additional information, including but not limited to the basis for the  
21 determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and  
22 the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also  
23 includes records or reports of other residential dwellings in multifamily housing, provided that such information is  
24 part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.  
25 If no reports or records are available, Seller shall indicate as such.  
26  
27

### 28 Buyer Acknowledgment

- 29 1) Buyer has received copies of all records, reports and information listed above (if any);  
30 2) Buyer has read the Lead Warning Statement (above) and understands its contents;  
31 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home"  
32 (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);  
33 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time)  
34 before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection  
35 for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

36 Buyer to check one box below:

- 37  Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the  
38 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This  
39 contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- 40  Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint and/or  
41 lead-based paint hazards.

### 42 Licensee Acknowledgment

43 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are aware of  
44 listing and selling licensees' duty to ensure compliance.

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45 **Certification of Accuracy**  
 46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that  
 47 the information they have provided is true and accurate and they have received a copy hereof.  
 48 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only  
 49 as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

50 The party(ies) below have signed and acknowledge receipt of a copy.  
 51 Susan R. Brayley  
 52 **SELLER as Administrator** SELLER  
 53 05/23/24 at 10 o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
 54 **Date** **Date**

55 The party(ies) below have signed and acknowledge receipt of a copy.  
 56 \_\_\_\_\_  
 57 **BUYER** **BUYER**  
 58 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
 59 **Date** **Date**

60 The party(ies) below have signed and acknowledge receipt of a copy.  
 61 David Collins  
 62 **REAL ESTATE LICENSEE FOR SELLER**  
 63 05/23/2024 at 10 o'clock  am/  pm  
 64 **Date**

65 The party(ies) below have signed and acknowledge receipt of a copy.  
 66 \_\_\_\_\_  
 67 **REAL ESTATE LICENSEE FOR BUYER**  
 68 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
 69 **Date**

**For Information Purposes Only:**

COLLINS & COMPANY REALTORS AND AUCTIONEERS \_\_\_\_\_  
 Listing Company Selling Company  
DAVID COLLINS \_\_\_\_\_  
 Independent Licensee Independent Licensee

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## TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 116 TERRACE STREET ELIZABETHTON TN 37643  
2 Seller: ESTATE OF HELEN TRIPLETT

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

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

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45 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as  
46 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive  
47 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has  
48 ever been moved from an existing foundation to another foundation.

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

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

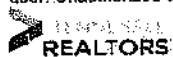
60 **Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form as**  
61 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**  
62 **below and/or the obligation of the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

63 The undersigned Seller of the property described as 116 TERRACE STREET ELIZABETHTON TN 37643 does  
64 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as  
65 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209  
66 for the following reason(s):

- 67  This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration  
68 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a  
69 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 70  This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by  
71 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who  
72 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired  
73 the real property by a deed in lieu of foreclosure.
- 74  This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship  
75 or trust.
- 76  This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to  
77 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy  
78 in common and the transfer shall be made from one (1) or more of the owners to another owner or co-owners holding  
79 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 80  This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 81  This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 82  This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity  
83 of one (1) or more of the transferors.
- 84  This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 85  This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 86  This is a transfer of any property sold at public auction.
- 87  This is a transfer of any property where the owner has not resided on the property at any time within three (3) years  
88 prior to the date of transfer.
- 89  This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu  
90 of foreclosure or by a quitclaim deed.

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

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98	<b>ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:</b>	<b>YES</b>	<b>NO</b>	<b>UNKNOWN</b>
99	1. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
100	2. Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
102	If yes, results of test(s) and/or rate(s) are attached.			
103	3. Has any residence on this property ever been moved from its original foundation to another foundation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104	4. Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
106	5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map."	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
107	6. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If yes, Buyer may have a future obligation to connect to the public sewer system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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122 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore, the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

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

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

130 Dwain R. Boyles \_\_\_\_\_

131 **SELLER as administrator** **SELLER**

132 5/23/24 at 10 o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

133 **Date** **Date**

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

135 \_\_\_\_\_

136 **BUYER** **BUYER**

137 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

138 **Date** **Date**

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