



TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 299 Anderson Tinch Avenue CITY Jamestown

2 SELLER'S NAME(S) Jeffrey A. Miller Verayna H. Miller PROPERTY AGE 2024

3 DATE SELLER ACQUIRED THE PROPERTY 2024 DO YOU OCCUPY THE PROPERTY? YES

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

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

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- 43 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
 44 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
 45 disposal system permit.
- 46 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results
 47 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the
 48 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as
 49 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive
 50 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
 51 ever been moved from an existing foundation to another foundation.

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

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

67 **INSTRUCTIONS TO THE SELLER**

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

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

- | | | |
|--|---|--|
| 72 <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Garage Door Opener(s) (Number of openers _____) |
| 73 <input checked="" type="checkbox"/> Window Screens | <input checked="" type="checkbox"/> Oven | <input checked="" type="checkbox"/> Fireplace(s) (Number) <u>1</u> |
| 74 <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Gas Starter for Fireplace |
| 75 <input type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Gas Fireplace Logs | <input type="checkbox"/> TV Antenna/Satellite Dish |
| 76 <input type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Smoke Detector/Fire Alarm | <input type="checkbox"/> Central Vacuum System and attachments |
| 77 <input type="checkbox"/> Spa/Whirlpool Tub | <input type="checkbox"/> Burglar Alarm | <input type="checkbox"/> Current Termite contract |
| 78 <input type="checkbox"/> Water Softener | <input checked="" type="checkbox"/> Patio/Decking/Gazebo | <input type="checkbox"/> Hot Tub |
| 79 <input type="checkbox"/> 220 Volt Wiring | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input checked="" type="checkbox"/> Washer/Dryer Hookups |
| 80 <input type="checkbox"/> Sauna | <input type="checkbox"/> Irrigation System | <input type="checkbox"/> Pool |
| 81 <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> A key to all exterior doors | <input type="checkbox"/> Access to Public Streets |
| 82 <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Rain Gutters | <input type="checkbox"/> Heat Pump |
| 83 <input checked="" type="checkbox"/> Central Heating | <input checked="" type="checkbox"/> Central Air | |
| 84 <input type="checkbox"/> Other _____ | | <input type="checkbox"/> Other _____ |
| 85 Water Heater: <input type="checkbox"/> Electric | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Solar |
| 86 Garage: <input type="checkbox"/> Attached | <input checked="" type="checkbox"/> Not Attached | <input type="checkbox"/> Carport |
| 87 Water Supply: <input checked="" type="checkbox"/> City | <input checked="" type="checkbox"/> Well | <input type="checkbox"/> Private <input type="checkbox"/> Utility <input type="checkbox"/> Other _____ |
| 88 Gas Supply: <input checked="" type="checkbox"/> Utility | <input type="checkbox"/> Bottled | <input type="checkbox"/> Other _____ |
| 89 Waste Disposal: <input type="checkbox"/> City Sewer | <input checked="" type="checkbox"/> Septic Tank | <input type="checkbox"/> Other _____ |
| 90 Roof(s): Type <u>Metal STANDING SEAM</u> | Age (approx): <u>2024</u> | |

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		YES	NO	UNKNOWN
137	12. Property or structural damage from fire, earthquake, floods, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
138	If yes, please explain (use separate sheet if necessary).			
139				
140				
141	If yes, has said damage been repaired? _____			
142	13. Is the property serviced by a fire department?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143	If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found:			
144	https://tnmap.tn.gov/fdtn/)			
145				
146	Is the property owner subject to charges or fees for fire protection,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147	such as subscriptions, association dues or utility fees?			
148	14. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
149	"setback" requirements?			
150	15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
151	16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
152	17. A Condominium/Homeowners Association (HOA) which has any authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
153	over the subject property?			
154	Name of HOA: _____ HOA Address: _____			
155	HOA Phone Number: _____ Monthly Dues: _____			
156	Special Assessments: _____ Transfer Fees: _____			
157	Management Company: _____ Phone: _____			
158	Management Co. Address: _____			
159	18. Any "common area" (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
160	courts, walkways or other areas co-owned in undivided interest with others)?			
161	19. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
162	20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
163	or shall affect the property?			
164	21. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
165	If yes, please explain, and include a written statement regarding payment			
166	information.			
167				
168				
169	22. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
170	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
171	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
172	has excessive moisture accumulation and/or moisture related damage?			
173	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
174	<i>professional inspect the structure in question for the preceding concern and provide a written report of the professional's</i>			
175	<i>finding.)</i>			
176	If yes, please explain. If necessary, please attach an additional sheet.			
177				
178				
179	23. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
180	24. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
181	performed on the property that are determined or accepted by			
182	the Tennessee Department of Environment and Conservation?			
183	If yes, results of test(s) and/or rate(s) are attached.			
184	25. Has any residence on this property ever been moved from its original	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
185	foundation to another foundation?			

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92 Other Items:

93
94

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

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

97
98
99

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
101 Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
102 Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
103 Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104 Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
105 Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
106 Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
107 Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
108 Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
109 Electrical System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
110 Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

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

112

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

- 114 1. Substances, materials or products which may be environmental hazards
115 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel
116 or chemical storage tanks, contaminated soil or
117 water, on the subject
118 property? YES NO UNKNOWN
- 119 2. Features shared in common with adjoining land owners, such as walls, but
120 not limited to, fences, and/or driveways, with joint rights and obligations
121 for use and maintenance? YES NO UNKNOWN
- 122 3. Any authorized changes in roads, drainage or utilities affecting the
123 property, or contiguous to the property? YES NO UNKNOWN
- 124 4. Any changes since the most recent survey of the property was done?
125 Most recent survey of the property: _____ (Date) (check here if unknown) YES NO UNKNOWN
- 126 5. Any encroachments, easements, or similar items that may affect your
127 ownership interest in the property? YES NO UNKNOWN
- 128 6. Room additions, structural modifications or other alterations or
129 repairs made without necessary permits? YES NO UNKNOWN
- 130 7. Room additions, structural modifications or other alterations or
131 repairs not in compliance with building codes? YES NO UNKNOWN
- 132 8. Landfill (compacted or otherwise) on the property or any portion
133 thereof? YES NO UNKNOWN
- 134 9. Any settling from any cause, or slippage, sliding or other soil problems? YES NO UNKNOWN
- 135 10. Flooding, drainage or grading problems? YES NO UNKNOWN
- 136 11. Any requirement that flood insurance be maintained on the property? YES NO UNKNOWN

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- 186 26. Is this property in a Planned Unit Development? Planned Unit Development YES NO UNKNOWN
 187 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
 188 controlled by one (1) or more landowners, to be developed under unified control
 189 or unified plan of development for a number of dwelling units, commercial,
 190 educational, recreational or industrial uses, or any combination of the
 191 foregoing, the plan for which does not correspond in lot size, bulk or type of
 192 use, density, lot coverage, open space, or other restrictions to the existing land
 193 use regulations." Unknown is not a permissible answer under the statute.
 194 27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.
 195 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
 196 limestone or dolostone strata resulting from groundwater erosion, causing a
 197 surface subsidence of soil, sediment, or rock and is indicated through the
 198 contour lines on the property's recorded plat map." This disclosure is required
 199 regardless of whether the sinkhole is indicated through the contour lines on the
 200 property's recorded plat map.
 201 28. Was a permit for a subsurface sewage disposal system for the Property issued
 202 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If
 203 yes, Buyer may have a future obligation to connect to the public sewer system.
 204

205 **D. CERTIFICATION.** I/We certify that the information herein, concerning the
 206 real property located at

207 299 Anderson Tinch Avenue Jamestown TN 38556

208 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
 209 conveyance of title to this property, these changes shall be disclosed in an addendum to this document.

210 Transferor (Seller) Jeffrey Miller Jeffrey Miller Date 11-15-24 Time _____
 211 Transferor (Seller) Verayna H Miller Verayna H Miller Date 11-15-24 Time _____
 212

213 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
 214 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
 215
 216

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

220 Transferee (Buyer) _____ Date _____ Time _____

221 Transferee (Buyer) _____ Date _____ Time _____

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

NOTE: This form is provided by Tennessee REALTORS® 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 Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® 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.

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RFLN# TN59801 AFLN# TN05136
P.O. Box 1296 / 203 S. Main Street, Jamestown, TN 38556
Phone: 931-379-9149 or cell: 615-888-6504

SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

1 Regarding: 299 Anderson Tinch Avenue Jamestown TN 38556
PROPERTY ADDRESS

2 The owner of this residential property discloses the following:

3 According to the subsurface sewage disposal system permit issued for this property, this property is permitted for 4
4 (number of) bedrooms. A copy of the permit was obtained from the appropriate governmental permitting authority and
5 is attached to this disclosure.

6 I/We have requested a copy of the subsurface sewage disposal system permit issued for this property from the
7 appropriate governmental permitting authority. However, I/we were informed that

8 The file could not be located.

9 OR

10 A permit was not issued for this property.

11 As a result, I/we do not have any knowledge as to the number of bedrooms for which this property has been permitted.

12 NOTE: There may be additional information which may be of interest and/or concern to Buyers contained in the official file
13 with the Tennessee Department of Environment and Conservation, Groundwater Protection division located in the
14 county office regulating septic systems. This file may contain information concerning maintenance that has been done
15 on the system as well as any violations imposed by the state. Buyers are encouraged to obtain this information and
16 if of concern to them, to have a soil engineer interpret the contents of the file. Real estate licensees are not soil
17 engineers and are not experts who can provide an interpretation of the contents of the official file.

18 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
19 they have provided is true and accurate and acknowledge receipt of a copy:

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

21 _____	_____
22 BUYER	BUYER
23 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
24 Date	Date

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

26	
27 SELLER Jeffrey Miller	SELLER Verayna H Miller
28 11-15-24 at 3 o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	11/15/24 at 3 o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm
29 Date	Date

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WORKING WITH A REAL ESTATE PROFESSIONAL

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”):

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for any information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee’s immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who receives the referral, the Licensee’s interest in such a referral or the fact that a referral fee may be received.

In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or Designated Agent in a transaction:

8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the Licensee and Licensee’s client;
9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate Licensee’s duties to a customer in the transaction; and
10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the client by:
 - A) Scheduling all property showings on behalf of the client;
 - B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the Licensee’s expertise; and
 - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

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41 **Responsibilities of Sellers and Buyers regarding presence of Recording Devices:**

42 Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices
43 while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related
44 to their actions.

45 Buyer is advised of the possibility that some properties may utilize security devices that record physical movements
46 or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition
47 while viewing any property.

AN EXPLANATION OF TERMS

48 **Facilitator/Transaction Broker (not an agent for either party).** The Licensee is not working as an agent for either party in
49 this consumer’s prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be
50 considered a representative or advocate of either party. “Transaction Broker” may be used synonymously with, or in lieu of,
51 “Facilitator” as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a
52 written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time
53 as an agency agreement is established.]

54 **Agent for the Seller.** The Licensee’s company is working as an agent for the property seller and owes primary loyalty to the
55 seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and
56 licensee’s company are legally bound to work in the best interests of any property owners whose property is shown to this
57 prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

58 **Agent for the Buyer.** The Licensee’s company is working as an agent for the prospective buyer, owes primary loyalty to the
59 buyer, and shall work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be
60 established without a written buyer agency agreement.

61 **Disclosed Dual Agent (for both parties).** Refers to a situation in which the Licensee has agreements to provide services as
62 an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency
63 status may only be employed upon full disclosure to each party and with each party’s informed consent.

64 **Designated Agent for the Seller.** The individual Licensee that has been assigned by the Managing Broker and is working as
65 an agent for the Seller or property owner in this consumer’s prospective transaction, to the exclusion of all other licensees in
66 licensee’s company. Even if someone else in the Licensee’s company represents a possible buyer for this Seller’s property, the
67 Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or property owner. An
68 agency relationship of this type cannot, by law, be established without a written agency agreement.

69 **Designated Agent for the Buyer.** The individual Licensee that has been assigned by the Managing Broker and is working as
70 an agent for the Buyer in this consumer’s prospective transaction, to the exclusion of all other licensees in the company. Even
71 if someone else in the Licensee’s company represents a seller in whose property the Buyer is interested, the Designated Agent
72 for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type
73 cannot, by law, be established without a written agency agreement.

74 **Adverse Facts.** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees that have a
75 negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or
76 present a significant health risk to occupants of the property.

77 **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information
78 revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee
79 disclosed an agency relationship with that other party. AFTER the Licensee discloses that licensee has an agency relationship
80 with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other
81 party.

82 Jeffrey A. Miller 11-15-24
83 BUYER / SELLER Jeffrey A. Miller Date

Verayna H. Miller 11/15/24
 BUYER / SELLER Verayna H. Miller Date

84 [Signature] 11-15-24
85 Real Estate Licensee Lisa Ann Garrett Date

Mitchell Real Estate 11-15-24
Real Estate Company Mitchell Real Estate, LLC Date

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RFLN# TN59801 AFLN# TN05136
P.O. Box 12967 228 S. Main Street, Jamestown, TN 38356
Phone: 931-429-0145 or toll free: 877-282-5564

CONFIRMATION OF AGENCY STATUS

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

7 The real estate transaction involving the property located at:

8 299 Anderson Tinch Avenue Jamestown TN 38556

PROPERTY ADDRESS

10 **SELLER NAME:** Jeffrey A. Miller Verayna H. Miller
11 **LICENSEE NAME:** Lisa Ann Garrett

BUYER NAME: _____
LICENSEE NAME: _____

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

- 14 **Transaction Broker or Facilitator.**
(not an agent for either party).
- 15 **Seller is Unrepresented.**
- 16 **Agent for the Seller.**
- 17 **Designated Agent for the Seller.**
- 18 **Disclosed Dual Agent (for both parties),**
19 with the consent of both the Buyer and the Seller
20 in this transaction.

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

- Transaction Broker or Facilitator.**
(not an agent for either party).
- Buyer is Unrepresented.**
- Agent for the Buyer.**
- Designated Agent for the Buyer.**
- Disclosed Dual Agent (for both parties),**
with the consent of both the Buyer and the Seller
in this transaction.

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

BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.

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

35 Jeffrey Miller 11-15-24 Verayna H. Miller 11/15/24
36 Seller Signature Jeffrey Miller Date Buyer Signature Date
37 Verayna H. Miller 11-15-24 _____
38 Seller Signature Verayna H Miller Date Buyer Signature Date
39 Lisa Ann Garrett 11/15/2024 _____
40 Listing Licensee Lisa Ann Garrett Date Selling Licensee Date

41 Mitchell Real Estate & Auction

42 Listing Company

Selling Company

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Version 08/17/2024



- 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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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), the National Association of Certified Home Inspectors (www.nahi.org), and Home
23 Inspectors of Tennessee Association (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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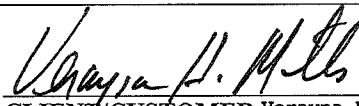
91 **16. TITLE EXPENSES.** It is the Buyer's responsibility to seek independent advice or counsel prior to Closing
 92 from Buyer's Closing Agency regarding the availability and coverage provided under an American Land Title
 93 Association Standard Owner's Insurance Policy and, if available, an Extended 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.**

116		
117	CLIENT/CUSTOMER Jeffrey A. Miller	CLIENT/CUSTOMER Verayna H. Miller
118	11-15-24 4:00 o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	11/15/24 at 4:00 o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm
119	Date	Date

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