

LISTING CHECKLIST



EMAIL listing documents to PAPERLESS PIPELINE:
4408-10533-1265@docs.paperlesspipeline.com

ALL LISTING PAPERWORK MUST BE COMPLETE

STREET ADDRESS _____ MLS # _____

CITY _____ ZIP _____ LISTING PRICE _____

LISTING AGENT(S): _____ OFFICE: Cool Springs
 Midtown
 Murfreesboro

Please submit the following:

- Printout of Active MLS Sheet
- Showing Instructions
- Listing Agreement (TAR F87 or TAR F50)
- Confirmation of Agency Status (TAR F1C)
- TN Residential Property Condition Disclosure (TAR F16) or Exemption Notification (TAR F42)
- Disclaimer Notice (TAR F14)
- RESPA Affiliated Business Disclosure
- (If applicable) Lead-Based Paint Disclosure (pre 1978) (TAR F15)
- (If applicable) Subsurface Sewage Disposal System Permit Disclosure (TAR F84)
- (If applicable) Personal Interest Disclosure (TAR F17)
- (If short sale) Short Sale Disclosure & Short Sale Amendment
- (If applicable) Referral Agreement (TAR F28) **Note: Benchmark's policy is for the closing agency to pay all outbound referrals, at the closing table. Make sure the closing agency also receives a copy of this document along with full payment instructions.**

Notes:

If applicable, check appropriate box:

- Relist Limited Service Listing New Construction Short Sale

SHOWING INSTRUCTIONS



MLS# _____

Agent(s) Name: _____

Street Address: _____

Owner's Name: _____

Phone 1 _____

Phone 2 _____

Phone 3 _____

Phone 4 _____

Vacant

Occupied

Appointment Only/Must Confirm

Show Anytime/No Confirmation Necessary

Courtesy Call, Leave Message, Show

Type and Location of Lockbox _____

Alarm Info _____

Pet Info _____

Special Instructions (include combo codes):



**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
(Designated Agency)**

1 **BROKER (listing company):** Benchmark Realty LLC

2 **ADDRESS OF COMPANY:** _____

3 **OWNER/SELLER ("Seller" or "Client"):** _____

4 **ADDRESS OF OWNER/SELLER:** _____

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell
7 the hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS/LEGAL DESCRIPTION:**

9 _____ (Address)
10 _____ (City), Tennessee, _____ (Zip), as recorded in
11 _____ County Register of Deeds Office, _____ deed book(s), _____
12 pages(s), _____ and/or instrument no. and further described as:

13 _____
14 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
15 the "Property".

16 A. **Included** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently
17 attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and
18 windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall
19 carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace
20 doors and attached screens; all security system components and controls; garage door opener and all (at least ___)
21 remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all
22 landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets
23 (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems
24 and attachments.

25 B. Other items that remain with the Property at no additional cost to Buyer:
26 _____
27 _____

28 C. Items that will **NOT** remain with the Property:
29 _____
30 _____

31 D. **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):
32 _____
33 _____

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

35 **2. THE LISTING PRICE:** \$ _____ (_____ Dollars)

36 **3. TERM:** LISTING DATE: _____ LISTING EXPIRATION DATE: _____
37 If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until
38 final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

39 **Carry-Over Clause.** Should the Seller contract to sell or exchange, or contract to lease the Property within _____
40 days after the expiration of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has
41 been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the
42 compensation as set forth below. This includes but is not limited to any introduction or exposure to Property by
43 advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker.



44 This carry-over clause shall not apply if the Property is listed with another licensed real estate broker at the time of such
45 contract.

46 **4. POSSESSION OF PROPERTY to be delivered:** _____

47 **5. TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):**
48 _____

49 **6. COMPENSATION:**

50 A total of \$ _____, or _____% compensation based on the total sales price which
51 shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of
52 warranty deed and payment of purchase price ("Closing"). In any exchange of the Property, Seller consents to Broker
53 receiving compensation from both parties based upon the value of both properties.

54 In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of
55 \$ _____, or _____% compensation based upon the monthly rental amount
56 which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the
57 terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease
58 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the
59 lease. This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that
60 the Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period
61 described herein, Seller agrees to pay Broker any remaining compensation based upon future rental payments at the time
62 of closing and/or any compensation that may be due under the terms of this Listing Agreement.

63 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
64 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed
65 to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The
66 compensation payable for the sale of Property is not set in any manner other than between Broker and Seller. Property is
67 offered without regard to race, color, religion, sex, handicap, familial status or national origin. A request from Seller to
68 observe discriminatory requirements in the sale or lease of the Property will not be granted since it is a violation of the
69 law.

70 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to
71 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the
72 Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an
73 amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease
74 been fulfilled. Such compensation will be payable without demand. Should the Broker consent to release the Listing
75 prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker
76 to market Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that
77 may be due to Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses
78 which real estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement.
79 The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of
80 remedies as a defense in the event of a dispute.

81 **7. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

82 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this
83 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands
84 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable
85 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that
86 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local
87 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.
88 Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and may divide
89 compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Broker
90 shall offer a cooperative compensation to any agent who is a member participant of any MLS(s) in which Property is
91 listed in the amount of _____% of Selling Price/monthly rental amount or \$ _____ to
92 a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant)
93 who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a
94 member participant of the MLS(es) in which the Property is listed. In the event that Broker elects to offer a cooperating
95 compensation to an agent who is not a member participant in the MLS(es) in which the Property is listed, it will be in the
96 amount of _____% of Selling Price/monthly rental amount or \$ _____ to a Selling Agent or
97 Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring
98 cause of the transaction. In this event, Broker shall notify Seller in writing that a cooperative compensation is being



99 offered to that nonmember participant agent. Seller will assist Broker in any reasonable way in selling Property and will
100 refer to Broker all inquiries regarding this Property during the term of the Agreement, and any extensions or renewals
101 thereof, and authorizes Broker to provide final sales information to the MLS for the purpose of compiling comparable
102 sales data reports.

103 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
104 disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer or Exemption form and the Multiple
105 Listing Profile Sheet as well as the Lead-Based Paint Disclosure form and the Additional Required Residential
106 Disclosures form (F85) (if either is required by law and if such information is not otherwise disseminated); to exhibit
107 said Property to any prospective Buyer; and to have interior/exterior photographs/videos taken, and/or audio recorded for
108 the creation of any advertising materials of said Property to be used and distributed in promoting the sale and to use same
109 to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems
110 appropriate. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

111 Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to
112 the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may
113 be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker
114 informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information
115 to Seller.

116 **8. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

117 *Seller is hereby notified to consult with his/her own closing attorney and tax professional concerning the applicability*
118 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*
119 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*
120 *of the following:*

121 *Non United States citizen;*

122 *Non resident alien; or*

123 *Foreign corporation, partnership, trust, or estate*

124 *It is Seller's responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

125 **9. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

126 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the
127 Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption form and to sign said documents.
128 Seller also agrees to complete the Lead-Based Paint Disclosure and the Additional Required Residential Disclosures
129 form (F85) if required by law and information has not otherwise been disclosed in writing. Seller has not advised Broker
130 and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon,
131 except as shall be noted on the Multiple Listing Profile Sheet and the Tennessee Residential Property Condition
132 Disclosure, Disclaimer, or Exemption form signed by the Seller. Seller is not aware of any other defect or environmental
133 factor which would affect the value of or structural integrity of improvements on the Property or the health of future
134 occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing data
135 wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee Residential
136 Property Condition Disclosure, Disclaimer, or Exemption form; the Lead-Based Paint Disclosure (if required by law);
137 and/or the Additional Required Residential Disclosures form (F85) (if required by law). Seller further agrees to hold
138 Agents and firm harmless and indemnify them from any claim, demand, action, liability or proceedings resulting from
139 any omission, alleged omission or misrepresentation by Seller on said forms and/or for any material fact that is known or
140 should be known by Seller concerning the Property and that is not disclosed to Agents and to provide for defense costs
141 including reasonable attorney's fee for Agents and firm in such an event. Seller is not aware of any other defect,
142 environmental factors or adverse facts (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

143 Seller authorizes Broker and/or his affiliated Licensees to conduct key entry showings or "Open Houses" of the Property.
144 Seller additionally authorizes Broker and/or his affiliated Licensees to allow cooperating brokers to conduct key-entry
145 showings of the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said
146 Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property.
147 Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or
148 claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its
149 licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings or Open
150 Houses thereof.

151 Seller acknowledges and agrees that Broker:

152 A. May show other properties to prospective buyers who are interested in Seller's Property;



- B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic, or community amenities; conditions existing off the Property that may affect the Property; uses and zoning of Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; proposed or pending condemnation actions involving the Property; the appraised or future value of the Property; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters which are of concern to Seller;
- C. Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and
- D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

10. EXPERT ASSISTANCE

While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an expert in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms, taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker’s advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained by Client.

11. AGENCY

A. Definitions.

- 1. **Broker:**
In this Agreement, the term “Broker” shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker’s affiliated licensees.
- 2. **Designated Agent for the Seller:**
The individual licensee that has been assigned by his/her Managing Broker and is working as an agent for the Seller or Property Owner in this consumer’s prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee’s company represents a possible Buyer for this Seller’s Property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.
- 3. **Facilitator/Transaction Broker (not an agent for either party):**
The licensee is not working as an agent for either party in this consumer’s prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. “Transaction Broker” may be used synonymously with, or in lieu of, “Facilitator” as used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 4. **Dual agency:**
The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party’s informed consent.
- 5. **Adverse Facts:**
“Adverse Facts” means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.
- 6. **Confidentiality:**
By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party.



208 **B. Duties owed to all Parties to a Transaction.**

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

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

233 **C. Duties owed to Client.**

234 **In addition to the above, the licensee has the following duties to his/her Client if the licensee has become an**
235 **Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:**

- 236 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
237 between the licensee and licensee’s client; and
- 238 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in
239 negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee’s
240 duties to a customer in the transaction; and
- 241 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
242 the client by:
 - 243 A. Scheduling all Property showings on behalf of the client;
 - 244 B. Receiving all offers and counter offers and forwarding them promptly to the client;
 - 245 C. Answering any questions that the client may have in negotiation of a successful purchase agreement
246 within the scope of the licensee’s expertise; and
 - 247 D. Advising the client as to whatever forms, procedures and steps are needed after execution of the
248 purchase agreement for a successful closing of the transaction.

249 Upon waiver of any of the duties contained in paragraph 11.C.3., a consumer must be advised in writing by
250 such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the
251 transaction for the performance of said duties.

252 **D. Seller’s Authorizations.**

- 253 1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee
254 as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A
255 Designated Agent for the Seller can and will continue to advocate Seller’s interests in a transaction even if a
256 Designated Agent for the Buyer (other than the licensee below) is also associated with Broker. The Managing
257 Broker hereby appoints _____
258 to be the Designated Agent to the Seller in this transaction.



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2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
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3. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and will not be an advocate for either the Seller or any prospective buyers.
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4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or the transaction or contemplated transaction between these parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency status for the Seller again.
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12. **EARNEST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.
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13. **TITLE.** Seller warrants he is vested with good marketable title to the Property with full authority to execute this Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.
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14. **HOME PROTECTION PLAN.**
- Seller agrees to provide a limited Home Protection Plan at a cost of \$ _____ to be funded at closing.
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- Plan company: _____
- OR**
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- Home Protection waived.
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15. **OTHER PROVISIONS.**
- A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
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- B. Governing Law and Venue.** This Agreement is intended as a contract for the sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
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- C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.
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- D. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
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- E. Fair Housing.** Broker and his affiliated Licensees shall provide services without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property will not be granted.
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16. **LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR



311 QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS
312 PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND
313 ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

314 **17. CONFIDENTIALITY.** Information which Seller authorizes Broker and his affiliated Licensees to disclose which
315 might otherwise be confidential:
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321 **18. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are
322 made a part of this Agreement.
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327 **19. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding paragraph, shall
328 control:
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338 **NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.**

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

340 _____	_____ Benchmark Realty LLC
341 BY: Broker or Licensee Authorized by Broker	BROKER/FIRM
342 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____
343 Date	Address
344 _____	Phone: _____ Fax: _____
345 Print/Type Name	Email: _____

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

347 _____	_____
348 SELLER/OWNER	SELLER/OWNER
349 _____	_____
350 Print/Type Name	Print/Type Name
351 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
352 Date	Date
353 _____	_____
354 Address	Address
355 Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
356 _____ (W) Email: _____	_____ (W) Email: _____

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.



Benchmark

REALTY, LLC

CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her 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:

PROPERTY ADDRESS

SELLER NAME: _____ LICENSEE NAME: _____	BUYER NAME: _____ LICENSEE NAME: _____
in this consumer's current or prospective transaction is serving as:	in this consumer's current or prospective transaction is serving as:
<input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).	<input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).
<input type="checkbox"/> Seller is Unrepresented.	<input type="checkbox"/> Buyer is Unrepresented.
<input type="checkbox"/> Agent for the Seller.	<input type="checkbox"/> Agent for the Buyer.
<input type="checkbox"/> Designated Agent for the Seller.	<input type="checkbox"/> Designated Agent for the Buyer.
<input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.	<input type="checkbox"/> 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, 3rd 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.

_____ Seller Signature	_____ Date	_____ Buyer Signature	_____ Date
_____ Seller Signature	_____ Date	_____ Buyer Signature	_____ Date
_____ Listing Licensee	_____ Date	_____ Selling Licensee	_____ Date
_____ Listing Company	_____ Date	_____ Selling Company	_____ Date

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.





TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS _____ CITY _____

2 SELLER'S NAME(S) _____ PROPERTY AGE _____

3 DATE SELLER ACQUIRED THE PROPERTY _____ DO YOU OCCUPY THE PROPERTY? _____

4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? _____

5 (Check the one that applies) The property is a site-built home non-site-built home

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

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



- 41 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to
 42 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
 43 matters.
- 44 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
 45 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 46 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
 47 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
 48 disposal system permit.
- 49 17. Sellers must disclose the presence of any known exterior injection well, the results of any known percolation test or soil
 50 absorption rate performed on the property that is determined or accepted by the Department of Environment and
 51 Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. §
 52 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws
 53 and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an
 54 existing foundation to another foundation.

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

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

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

69 **INSTRUCTIONS TO THE SELLER**

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

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

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



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

104 Other Items:

105
106
107

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

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

110
111
112
113
114
115

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

117
118
119

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

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

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



	YES	NO	UNKNOWN		YES	NO	UNKNOWN
129				Sewer/Septic			
130				Electrical System			
131				Exterior Walls			
132				Heat Pump			
				Central Air Conditioning			
				Double Paned or Insulated Window and/or Doors			

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

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

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

- | | | | | | |
|-----|-----|--|--------------------------|--------------------------|--------------------------|
| 138 | 1. | Substances, materials or products which may be environmental hazards such as, but not limited to: asbestos, radon gas, lead-based paint, fuel or chemical storage tanks, methamphetamine, contaminated soil or water, and/or known existing or past mold presence on the subject property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 139 | | | | | |
| 140 | | | | | |
| 141 | | | | | |
| 142 | | | | | |
| 143 | 2. | Features shared in common with adjoining land owners, such as walls, but not limited to, fences, and/or driveways, with joint rights and obligations for use and maintenance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 144 | | | | | |
| 145 | | | | | |
| 146 | 3. | Any authorized changes in roads, drainage or utilities affecting the property, or contiguous to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 147 | | | | | |
| 148 | 4. | Any changes since the most recent survey of the property was done? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 149 | | Most recent survey of the property: <input type="checkbox"/> (check here if unknown) | | | |
| 150 | | | | | |
| 151 | 5. | Any encroachments, easements, or similar items that may affect your ownership interest in the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 152 | | | | | |
| 153 | 6. | Room additions, structural modifications or other alterations or repairs made without necessary permits? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 154 | | | | | |
| 155 | 7. | Room additions, structural modifications or other alterations or repairs not in compliance with building codes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 156 | | | | | |
| 157 | 8. | Landfill (compacted or otherwise) on the property or any portion thereof? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 158 | | | | | |
| 159 | 9. | Any settling from any cause, or slippage, sliding or other soil problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 160 | 10. | Flooding, drainage or grading problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 161 | 11. | Any requirement that flood insurance be maintained on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 162 | 12. | Is any of the property in a flood plain? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 163 | 13. | Any past or present interior water intrusions(s) from outside home, standing water within foundation and/or basement? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 164 | | If yes, please explain. If necessary, please attach an additional sheet and any available documents pertaining to these repairs/corrections. | | | |
| 165 | | | | | |
| 166 | | | | | |
| 167 | | | | | |
| 168 | | | | | |
| 169 | | | | | |
| 170 | 14. | Property or structural damage from fire, earthquake, floods, landslides, tremors, wind, storm or wood destroying organisms? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 171 | | If yes, please explain (use separate sheet if necessary). | | | |
| 172 | | | | | |
| 173 | | | | | |
| 174 | | | | | |
| 175 | | | | | |
| 176 | | If yes, has said damage been repaired? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



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



YES NO UNKNOWN

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

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

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

242 Transferor (Seller) _____ Date _____ Time _____

243 Transferor (Seller) _____ Date _____ Time _____

245 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
246 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
247
248

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

252 Transferee (Buyer) _____ Date _____ Time _____

253 Transferee (Buyer) _____ Date _____ Time _____

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

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.





**TENNESSEE RESIDENTIAL PROPERTY
CONDITION EXEMPTION NOTIFICATION**

1 Property Address: _____
2 Buyer: _____
3 Seller: _____

4 The Tennessee Residential Property Disclosure Act (Tenn. Code Ann. § 66-5-201, et seq.) requires sellers of residential real
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52 existing foundation to another foundation.

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

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

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

67 The undersigned Seller of the property described as _____
68 does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement
69 as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-
70 209 for the following reason(s):

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



93 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
94 of foreclosure or by a quitclaim deed.

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

102 **CHECK ALL THAT APPLY:**

103 YES NO UNKOWN

- 104 1. Seller knows of the presence of an exterior injection well on the Property.
- 105 2. Seller knows that a single family residence located on Property has been moved from an
106 existing foundation to another foundation.
- 107 3. Seller knows of a percolation test(s) that has been performed on the Property that is
108 determined or accepted by the Tennessee Department of Environment and Conservation.
109 If yes, results of test(s) are attached.
- 110 4. Seller knows of soil absorption rate(s) that has been performed on the property that is
111 determined or accepted by the Tennessee Department of Environment and Conservation.
112 If yes, results of rate(s) are attached.
- 113 5. This Property is located in a Planned Unit Development. Planned Unit Development is
114 defined pursuant to Tenn. Code Ann. § 66-5-213 as “an area of land, controlled by one
115 (1) or more landowners, to be developed under unified control or unified plan of
116 development for a number of dwelling units, commercial, educational, recreational or
117 industrial uses, or any combination of the foregoing, the plan for which does not
118 correspond in lot size, bulk or type of use, density, lot coverage, open space, or other
119 restrictions to the existing land use regulations.” Upon request, Seller shall provide to
120 buyers copies of the development’s restrictive covenants, homeowner bylaws and master
121 deed. Unknown is not an appropriate response under the statute.

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

123 _____

124 **SELLER** **SELLER**

125 _____ at _____ o’clock am/ pm _____ at _____ o’clock am/ pm

126 **Date** **Date**

127 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
128 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which
129 builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213.
130 Furthermore, the Buyer should make or have made on the Buyer’s behalf a thorough and diligent inspection of the property.

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

132 _____

133 **BUYER** **BUYER**

134 _____ at _____ o’clock am/ pm _____ at _____ o’clock am/ pm

135 **Date** **Date**

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

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DISCLAIMER NOTICE

1 The Brokers and their affiliated licensees (hereinafter collectively “Licensees”) involved in the Purchase and
2 Sale Agreement (hereinafter “Agreement”) regarding real estate located at

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

- 16 1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional
17 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the
18 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
- 19 2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the
20 condition of the roof.
- 21 3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for
22 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,
23 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like
24 the Tennessee Department of Commerce & Insurance (www.state.tn.us/commerce/index.shtml), the American
25 Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors
26 (www.nachi.org), and Home Inspectors of Tennessee (www.hita.us) and independently investigate the
27 competency of an inspector, including whether he has complied with State and/or local licensing and
28 registration requirements in your area. The home inspector may, in turn, recommend further examination by a
29 specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the
30 Property “as is”.**
- 31 4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that
32 you use the services of a licensed, professional pest control company to determine the presence of wood
33 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any
34 potential damage from such.
- 35 5. **ENVIROMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,
36 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-
37 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
38 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable
39 professionals and inspectors in all areas of environmental concern.
- 40 6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes
41 gathered from tax or real estate records on the Property. Square footage provided by builders, real estate
42 licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is
43 advised that you have a licensed appraiser determine actual square footage.



- 44 7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
45 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
46 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things
47 happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion
48 (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 49 8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised
50 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
51 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**
52 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
53 for this information, even if acceptable to your lender.
- 54 9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
55 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
56 repair requirements and related issues need to be verified by the appropriate sources in writing. If your
57 projected use requires a zoning or other change, it is recommended that you either wait until the change is **in**
58 **effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 59 10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
60 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water
61 supply, electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be
62 verified by the appropriate sources in writing. You should have a professional check access and/or
63 connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or
64 wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is
65 recommended that sellers and/or buyers request a copy of the information contained in the file for the
66 Property maintained by the appropriate governmental permitting authority. If the file for this Property cannot
67 be located or you do not understand the information contained in the file, you should seek professional advice
68 regarding this matter. For unimproved land, septic system capability can only be determined by using the
69 services of a professional soil scientist and verifying with the appropriate governmental authorities that a
70 septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the
71 size home that you wish to build.
- 72 11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that
73 you have a civil or geotechnical engineer or other independent expert determine the risks of flooding,
74 drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk
75 of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the
76 proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and
77 elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 78 12. **CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
79 condemnation proceedings or similar matters concerning any portion of the Property with the State, County
80 and city/town governments in which the Property is located. Condemnation proceedings could result in all or
81 a portion of the Property being taken by the government with compensation being paid to the landowner.
- 82 13. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
83 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
84 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
85 sources in writing.
- 86 14. **INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX**
87 **OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or
88 statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing,
89 or for the location of sex offenders in a given area.
- 90 15. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on
91 any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the
92 Property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate
93 licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.



94 **16. 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
98 are advised to contact several sources and independently investigate the competency of any inspector,
99 contractor, or other professional expert, service provider or vendor and to determine compliance with any
100 licensing, registration, insurance and bonding requirements in your area.

101 **The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal**
102 **representations of any real estate licensee relative to any of the matters itemized above or similar matters.**
103 **The buyers and sellers understand that it has been strongly recommended that they secure the services of**
104 **appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and**
105 **counsel about these and similar concerns.**

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

107 _____

108 **CLIENT/CUSTOMER** (**BUYER** / **SELLER**) _____

109 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

110 **Date** **Date**

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

112 _____

113 **CLIENT/CUSTOMER** (**BUYER** / **SELLER**) _____

114 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

115 **Date** **Date**

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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*
3 *Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such*
4 *housing.*

5 **Lead Warning Statement**

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

14 Property Address: _____

15 **Seller Disclosure**

16 ***Seller to check one box below:***

- 17 Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the
18 housing.
- 19 Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has
20 provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based
21 paint hazards in the housing. List any records, reports and/or additional information, including but not limited
22 to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of
23 the lead-based paint and the conditions of the painted surfaces. If no reports or records are available, Seller
24 shall indicate as such.

25 _____
26 _____

27 **Buyer Acknowledgment**

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

45 **Certification of Accuracy**

46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their
47 knowledge, that 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
49 purposes only 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 _____

52 **BUYER** **BUYER**

53 _____ at _____ 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 **SELLER** **SELLER**

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 _____

62 **REAL ESTATE LICENSEE FOR BUYER**

63 _____ at _____ o'clock am/ pm

64 **Date**

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

67 _____

68 **REAL ESTATE LICENSEE FOR SELLER**

69 _____ at _____ o'clock am/ pm

70 **Date**

For Information Purposes Only:

Benchmark Realty LLC
Listing Company

Selling Company

Independent Licensee

Independent Licensee

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SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

1 Regarding: _____
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 (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. As a result, I/we do not have any knowledge as to the number of
- 11 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
15 done on the system as well as any violations imposed by the state. Buyers are encouraged to obtain this information
16 and 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 am/ pm _____ at _____ o'clock am/ pm

24 **Date** **Date**

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

26 _____

27 **SELLER** **SELLER**

28 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

29 **Date** **Date**

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RESPA AFFILIATED BUSINESS DISCLOSURE STATEMENT

Date: _____

Property Address: _____

Benchmark Client Name(s): _____

Pursuant to the Real Estate Settlement & Procedures Act ("RESPA") and the regulations adopted pursuant to that statute, Benchmark Realty, LLC hereby makes the following disclosures:

In order to facilitate your transaction, Benchmark Realty, LLC has established certain affiliated or related companies or business relationships in the area of title insurance and mortgage. **You are NOT required to use the listed provider as a condition for settlement of your loan or repurchase, sale or refinancing of the subject property. There are frequently other providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.**

Benchmark Realty, LLC is a real estate brokerage business providing residential and commercial service to buyers and sellers and receives compensation on those services.

Touchstone Title & Escrow, LLC: Benchmark Realty, LLC and Touchstone Title & Escrow, LLC have common ownership and financial interest.

Mortgage Disclosure: Benchmark Realty, LLC has a relationship with Movement Mortgage LLC (NMLS # 174801) for the purposes of offering the buyer efficient and effective mortgage lending services. Benchmark Realty LLC may receive monetary benefit through a marketing services agreement and/or a space rental agreement with Movement Mortgage LLC.

Home Warranty Insurance Disclosure: Benchmark Realty, LLC or individual **does not** have any interest in any company offering home warranty insurance.

I/We have read this disclosure form, and understand that Benchmark Realty, LLC may receive financial or other benefit as a result of referring me/us to purchase the above-described settlement service(s).

Benchmark Client Signature

Benchmark Client Signature

Benchmark Agent Signature