

## LEAD-BASED PAINT DISCLOSURE

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

### Lead Warning Statement

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

Property Address: \_\_\_\_\_

### Seller Disclosure

**Seller to check one box below:**

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

### Buyer Acknowledgment

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

**Buyer to check one box below:**

- ☐ Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. to be completed at the Buyer's expense. This

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contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**

- ☐ Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint and/or lead-based paint hazards.

#### Licensee Acknowledgment

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

#### Certification of Accuracy

The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

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

\_\_\_\_\_  
**BUYER**

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

**Date**

\_\_\_\_\_  
**BUYER**

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

**Date**

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

\_\_\_\_\_  
**SELLER**

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

**Date**

\_\_\_\_\_  
**SELLER**

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

**Date**

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

\_\_\_\_\_  
**REAL ESTATE LICENSEE FOR BUYER**

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

**Date**

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

Courtney Mitchell License # 323369

\_\_\_\_\_  
**REAL ESTATE LICENSEE FOR SELLER**

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

**Date**

For Information Purposes Only:

REALHome Services & Solutions

Listing Company

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

Courtney Mitchell

Independent Licensee

\_\_\_\_\_  
Independent Licensee

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ASSOCIATION  
OF REALTORS®

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RF 209 – Lead-Based Paint Disclosure, Page 2 of 2

Version 01/01/2015



## 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;
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.

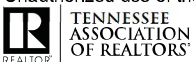
**In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an Agent or Designated Agent in a transaction:**

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.

Courtney Mitchell

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RF 301 – Working with a Real Estate Professional, Page 1 of 2

Version 01/01/2015



## AN EXPLANATION OF TERMS

**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.]

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

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

**Disclosed Dual Agent (for both parties).** Refers to a situation in which the Licensee has agreements to provide services as an agent to more than one 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.

**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.

**Designated Agent for the Buyer.** The individual Licensee that has been assigned by his/her Managing Broker and is working as an agent for the Buyer 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 seller in whose property the Buyer is interested, the Designated Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

**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.

**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 an 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.

Unrepresented Party Signature \_\_\_\_\_ Date \_\_\_\_\_  
*Courtney Mitchell*  
Real Estate Licensee License # 323369 \_\_\_\_\_ Date \_\_\_\_\_

Unrepresented Party Signature \_\_\_\_\_ Date \_\_\_\_\_  
REALHome Services & Solutions  
Real Estate Company \_\_\_\_\_ Date \_\_\_\_\_

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## 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:** Ocwen Loan Servicing, LLC

**LICENSEE NAME:** Courtney Mitchell

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

☐ **Transaction Broker or Facilitator.**

(not an agent for either party).

☐ **Seller is Unrepresented.**

☒ **Agent for the Seller.**

☐ **Designated Agent for the Seller.**

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

**BUYER NAME:**

**LICENSEE NAME:**

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.

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

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

Seller Signature

Date

Buyer Signature

Date

Seller Signature

Date

Buyer Signature

Date

Courtney Mitchell  
Listing Licensee License # 323369

Date

Selling Licensee

Date

REALHome Services & Solutions

Listing Company

Date

Selling Company

Date

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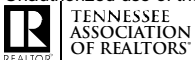
## TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

Property Address: \_\_\_\_\_  
Buyer: \_\_\_\_\_  
Seller: Ocwen Loan Servicing, LLC , ,

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

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

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RF 203 – Tennessee Residential Property Condition Disclosure Update, Page 1 of 3

Version 01/01/2015



from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage disposal system permit.

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

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

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

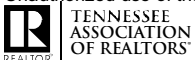
**Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified below and/or the obligation of the buyer to accept such items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

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

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

Courtney Mitchell

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RF 203 – Tennessee Residential Property Condition Exemption Notification, Page 2 of 3

Version 01/01/2015



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, whether the Sellers have knowledge of any percolation tests  
98 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 UNKNOWN

- 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 ☐ ☐ unknown 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

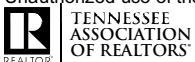
135 **Date**

**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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RF 203 – Tennessee Residential Property Condition Exemption Notification, Page 3 of 3

Version 01/01/2015



# WATER SUPPLY AND WASTE DISPOSAL NOTIFICATION

Name of Buyer(s) \_\_\_\_\_  
Property Address \_\_\_\_\_

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In order to make an informed decision and for your protection, Buyer should consider the following information. A home inspection does not address Water Supply and Waste Disposal Systems.

## 1. WATER SUPPLY

### A. Source

1. Is there a Well?
2. Is there a Spring?
3. Is there a Cistern?

### D. Quantity

1. Is the water source adequate to the present owners?
2. If shared, who is responsible for maintenance?

### B. Ownership/Rights

1. Is it currently shared? Do others have contractual rights?
2. Can a well digger's report be obtained?
3. Is the system owned or leased?

### E. Quality

1. Does the water source meet state water standards currently?
2. Has it been tested recently?
3. Is there a water purification system in place?

### C. Source Location

1. Is it on the property being purchased? If not, where?
2. Is it recorded?

## 2. WASTE DISPOSAL

Tennessee counties are charged with the responsibility to keep records of each private septic system. The records at the respective County Health/Environmental Office should be checked to retrieve a copy of the system permit and construction verification. Sometimes these records are not available, misplaced, or lost. If the reports are not available, the Buyer may want the system dye tested and to have the tank and field lines located. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection.

### A. Location

1. Where are the tank and field lines?
2. Are there multiple systems? Where are they? Are they in working order?

### B. System Specifics

1. What is the capacity in regards to the bedroom ratio?
2. Was it installed to state standards? What year?
3. Is there a maintenance history? When was the system last serviced?
4. Are all household drains connected to the septic system?

### C. Types

1. Is the system a mound, low pressure, step, gravity drain field, sand filter, or other?

**I/we have carefully read this notice and have been made aware that it is my responsibility as an informed Buyer to seek answers to these and other questions regarding Water Supply and Waste Disposal Systems. I understand that any inspections of these items must be requested and performed under the provisions within the Inspection paragraph of the Purchase and Sale Agreement. This notification does not constitute in any way a contingency in the Purchase and Sale Agreement.**

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

BUYER

BUYER

at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

Date

Date

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## COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER

This compensation agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and relates to:  
\_\_\_\_\_  
\_\_\_\_\_  
and \_\_\_\_\_ ("Property")  
\_\_\_\_\_  
\_\_\_\_\_  
("Buyer").

The undersigned Listing Broker is to be paid real estate compensation by the seller upon the closing of the above stated Property. Listing Broker agrees to share its compensation with the undersigned Selling Broker as set forth below:

Listing Broker (Firm Name) REALHome Services & Solutions

Listing Firm Address: 1355 Lynnfield Rd., Ste. 245, Memphis, TN 38119

Selling Broker (Firm Name) \_\_\_\_\_

Selling Firm Address: \_\_\_\_\_

Selling Broker shall receive the following compensation: \$ SEE CONTRACT % of the purchase price of the Property.

In addition, this Agreement is subject to the following terms and conditions: **Instructions to Closing Broker Instructions**

1. This Agreement shall supersede any previous agreements entered into by the parties.
2. Listing Broker shall have no obligation to the Selling Broker for compensation relating to the above referenced Property, Buyer, and Selling Broker if the Purchase and Sale Agreement that Selling Broker is involved in does not close.
3. There shall be no reduction, change or modification to compensation without prior consent of all Brokers involved.
4. If either licensee, subsequent to entering into this Agreement, unilaterally agrees to a reduction in compensation to be received by the licensee's broker without the consent of the other licensee, the amount of reduction shall be deducted solely from the licensee's broker that reduced the compensation.
5. Listing Broker shall have no obligation to pay above compensation to Selling Broker in the event that such is prohibited by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales, foreclosures, and bankruptcy proceedings. In the event that such compensation is limited and/or prohibited by such order or instruction, Listing Broker shall only be obligated to pay Selling Broker the compensation which is permitted by such order or instruction. Listing Broker shall advise Selling Broker of any such order or instruction and with permission of both parties provide evidence of such as soon as possible.

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceeding paragraph, shall control:

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

Courtney Mitchell

By: **Broker or Licensee Authorized by Broker**

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

Date

Courtney Mitchell Lic. # 323369

PRINT/TYPE NAME

REALHome Services & Solutions

**LISTING BROKER/FIRM**

1355 Lynnfield Rd., Ste 245, Memphis, TN

ADDRESS:

PHONE: 901-818-5384 FAX: 901-655-1654

Email: courtney.mitchell@rhss.com

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

By: **Broker or Licensee Authorized by Broker**

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

Date

PRINT/TYPE NAME

**SELLING BROKER/FIRM**

ADDRESS:

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

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RF 702 – Compensation Agreement between Listing and Selling Broker, Page 1 of 1

Version 01/01/2015



## DISCLAIMER NOTICE

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

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

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance ([www.state.tn.us/commerce/index.shtml](http://www.state.tn.us/commerce/index.shtml)), the American Society of Home Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home Inspectors of Tennessee Association ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the Property “as is”.**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any potential damage from such.
5. **ENVIROMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable 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.

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

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

**16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

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

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

\_\_\_\_\_  
**CLIENT/CUSTOMER ( ☐ BUYER / ☐ SELLER )**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
**Date**

\_\_\_\_\_  
**CLIENT/CUSTOMER ( ☐ BUYER / ☐ SELLER )**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
**Date**

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\_\_\_\_\_  
**CLIENT/CUSTOMER ( ☐ BUYER / ☐ SELLER )**

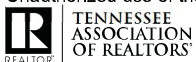
\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
**Date**

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\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
**Date**

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