

## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 1145 Warrior Dr CITY Franklin

2 SELLER'S NAME(S) Phoebe P. Davis PROPERTY AGE 53

3 DATE SELLER ACQUIRED THE PROPERTY 1990 DO YOU OCCUPY THE PROPERTY? YES

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

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

6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units 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 7 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers' 8 rights and obligations under the Act. A complete copy of the Act may be found at <http://www.lexisnexis.com/hottopics/tncode/> 9 (See Tenn. Code Ann. § 66-5-201, et seq.)

- 10 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the 11 best of the seller's knowledge as of the Disclosure date.
- 12 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 13 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have 14 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 15 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain information 16 provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66- 17 5-204).
- 18 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 19 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless 20 agreed to in the purchase contract.
- 21 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 22 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted 23 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which 24 had no effect on the physical structure of the property.
- 25 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only 26 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form 27 (See Tenn. Code Ann. § 66-5-202).
- 28 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions, 29 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).
- 30 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold, 31 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the 32 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 33 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is 34 not required to repair any such items.
- 35 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a 36 disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).
- 37 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer 38 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.

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42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
 43 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.

44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited  
 45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
 46 disposal system permit.

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

53 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge  
 54 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information  
 55 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition  
 56 Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition  
 57 Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any  
 58 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 shall supersede this form  
 65 as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items  
 66 identified below and/or the obligation of the buyer to accept such items "as is."**

#### INSTRUCTIONS TO THE SELLER

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

#### A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

<input checked="" type="checkbox"/> Range	<input type="checkbox"/> Wall/Window Air Conditioning	<input type="checkbox"/> Garage Door Opener(s) (Number of openers _____)
<input checked="" type="checkbox"/> Window Screens	<input checked="" type="checkbox"/> Oven	<input checked="" type="checkbox"/> Fireplace(s) (Number) <u>2</u>
<input type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Gas Starter for Fireplace
<input checked="" type="checkbox"/> Garbage Disposal	<input checked="" type="checkbox"/> Gas Fireplace Logs	<input checked="" type="checkbox"/> TV Antenna/Satellite Dish
<input type="checkbox"/> Trash Compactor	<input checked="" type="checkbox"/> Smoke Detector/Fire Alarm	<input type="checkbox"/> Central Vacuum System and attachments
<input type="checkbox"/> Spa/Whirlpool Tub	<input type="checkbox"/> Burglar Alarm	<input type="checkbox"/> Current Termite contract
<input type="checkbox"/> Water Softener	<input checked="" type="checkbox"/> Patio/Decking/Gazebo	<input type="checkbox"/> Hot Tub
<input checked="" type="checkbox"/> 220 Volt Wiring	<input type="checkbox"/> Installed Outdoor Cooking Grill	<input checked="" type="checkbox"/> Washer/Dryer Hookups
<input type="checkbox"/> Sauna	<input type="checkbox"/> Irrigation System	<input checked="" type="checkbox"/> Pool
<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> A key to all exterior doors	<input checked="" type="checkbox"/> Access to Public Streets
<input type="checkbox"/> Sump Pump	<input checked="" type="checkbox"/> Rain Gutters	<input type="checkbox"/> Heat Pump
<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Air	<input type="checkbox"/> Other _____
<input type="checkbox"/> Other _____		
Water Heater: <input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Solar
Garage: <input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Not Attached	<input type="checkbox"/> Carport
Water Supply: <input checked="" type="checkbox"/> City	<input type="checkbox"/> Well	<input type="checkbox"/> Private <input type="checkbox"/> Utility <input type="checkbox"/> Other _____
Gas Supply: <input checked="" type="checkbox"/> Utility	<input type="checkbox"/> Bottled	<input type="checkbox"/> Other _____
Waste Disposal: <input type="checkbox"/> City Sewer	<input checked="" type="checkbox"/> Septic Tank	<input type="checkbox"/> Other _____
Roof(s): Type <u>Shingle</u>		Age (approx): <u>9 years</u>

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 user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

91 Other Items:

92  
93

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

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

96 *Garbage Disposal*

97  
98  
99 B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?

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

110 If any of the above is marked YES, please explain:

111 *Old spot in front doorway and. Slight sag to living floor. Cracks in sidewalk*

112 C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:

	YES	NO	UNKNOWN
113 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, contaminated soil or water, on the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
114 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 checked="" type="checkbox"/>	<input type="checkbox"/>
115 3. Any authorized changes in roads, drainage or utilities affecting the property, or contiguous to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
116 4. Any changes since the most recent survey of the property was done? Most recent survey of the property: _____ (Date) _____ (check here if unknown)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
117 5. Any encroachments, easements, or similar items that may affect your ownership interest in the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
118 6. Room additions, structural modifications or other alterations or repairs made without necessary permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
119 7. Room additions, structural modifications or other alterations or repairs not in compliance with building codes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
120 8. Landfill (compacted or otherwise) on the property or any portion thereof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
121 9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
122 10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
123 11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

YES  NO  UNKNOWN 

136 12. Property or structural damage from fire, earthquake, floods, or landslides?  
 137 If yes, please explain (use separate sheet if necessary).

138  
 139  
 140 If yes, has said damage been repaired? \_\_\_\_\_

141 13. Is the property serviced by a fire department?     
 142 If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found:  
 143 <https://tnmap.tn.gov/fdtn/>)

144 *Williamson Co. Volunteer*

145 146 Is the property owner subject to charges or fees for fire protection, such as subscriptions, association dues or utility fees?

147 148 14. Any zoning violations, nonconforming uses and/or violations of "setback" requirements?

149 15. Neighborhood noise problems or other nuisances?

150 16. Subdivision and/or deed restrictions or obligations?

151 152 17. A Condominium/Homeowners Association (HOA) which has any authority over the subject property?

153 Name of HOA: \_\_\_\_\_

HOA Address: \_\_\_\_\_

154 HOA Phone Number: \_\_\_\_\_

Monthly Dues: \_\_\_\_\_

155 Special Assessments: \_\_\_\_\_

Transfer Fees: \_\_\_\_\_

156 Management Company: \_\_\_\_\_

Phone: \_\_\_\_\_

157 Management Co. Address: \_\_\_\_\_

158 159 18. Any "common area" (facilities such as, but not limited to, pools, tennis courts, walkways or other areas co-owned in undivided interest with others)?

160 19. Any notices of abatement or citations against the property?

161 20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects or will affect the property?

163 21. Is any system, equipment or part of the property being leased?

164 If yes, please explain, and include a written statement regarding payment information.

166  
 167 \_\_\_\_\_

168 22. Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"?

169 If yes, has there been a recent inspection to determine whether the structure  
 170 has excessive moisture accumulation and/or moisture related damage?

171  
 172 *(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified professional inspect the structure in question for the preceding concern and provide a written report of the professional's finding.)*

173 If yes, please explain. If necessary, please attach an additional sheet.

176  
 177 \_\_\_\_\_

178 23. Is there an exterior injection well anywhere on the property?

179 24. Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation?

180 If yes, results of test(s) and/or rate(s) are attached.

181 25. Has any residence on this property ever been moved from its original foundation to another foundation?

YES NO UNKNOWN 

185 26. Is this property in a Planned Unit Development? Planned Unit Development  
 186 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,  
 187 controlled by one (1) or more landowners, to be developed under unified control  
 188 or unified plan of development for a number of dwelling units, commercial,  
 189 educational, recreational or industrial uses, or any combination of the  
 190 foregoing, the plan for which does not correspond in lot size, bulk or type of  
 191 use, density, lot coverage, open space, or other restrictions to the existing land  
 192 use regulations." Unknown is not a permissible answer under the statute.

193 27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.  
 194 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of  
 195 limestone or dolostone strata resulting from groundwater erosion, causing a  
 196 surface subsidence of soil, sediment, or rock and is indicated through the  
 197 contour lines on the property's recorded plat map."

198 28. Was a permit for a subsurface sewage disposal system for the Property issued  
 199 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If  
 200 yes, Buyer may have a future obligation to connect to the public sewer system.

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

203 1145 Warrior Dr Franklin, TN 37064

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

206 Transferor (Seller) Phoebe P. Davis Date 3-11-23 Time 3:51pm

207 Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

208 209 210 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate  
 appropriate provisions in the purchase agreement regarding advice, inspections or defects.

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

214 Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

215 Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

216 217 218 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is  
 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or  
 the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

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

## CONFIRMATION OF AGENCY STATUS

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

The real estate transaction involving the property located at:

1145 Warrior Dr Franklin, TN 37064

### PROPERTY ADDRESS

**SELLER NAME:** Phoebe P. Davis

LICENSEE NAME: Andy Beal

**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:

- 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.

- 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.

 3/7/23

Seller Signature

Date

Buyer Signature

Date

 3/7/23

Seller Signature

Date

Buyer Signature

Date

 3/7/23

Listing Licensee

Date

Selling Licensee

Date

Keller Williams Realty | Nashville Music City  
Listing Company

Selling Company

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is involved as a Tennessee REALTORS® authorized  
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## LEAD-BASED PAINT DISCLOSURE

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

### 4 Lead Warning Statement

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

13 Property Address: 1145 Warrior Dr Franklin, TN 37064

### 14 Seller Disclosure

15 *Seller to check one box below:*

16  Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the  
17 housing.

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

### 26 Buyer Acknowledgment

27  
28 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"  
31 (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);  
32 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time)  
33 before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection  
34 for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

35 *Buyer to check one box below:*

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

39  
40  Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint and/or  
41 lead-based paint hazards.

### 42 Licensee Acknowledgment

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

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45 **Certification of Accuracy**

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

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

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

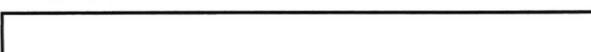
51   
52 SELLER

53 3/17/23 at 3:81 o'clock  am/  pm  
54 Date

SELLER

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

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

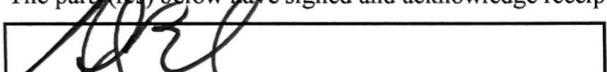
56   
57 BUYER

58 Date at \_\_\_\_\_ o'clock  am/  pm  
59 Date

BUYER

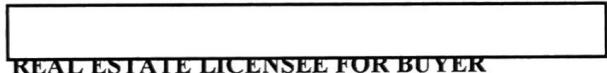
at \_\_\_\_\_ o'clock  am/  pm  
Date

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

61   
62 REAL ESTATE LICENSEE FOR SELLER

63 3/17/23 at 3:53 o'clock  am/  pm  
64 Date

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

66   
67 REAL ESTATE LICENSEE FOR BUYER

68 Date at \_\_\_\_\_ o'clock  am/  pm  
69 Date

For Information Purposes Only:

Keller Williams Realty | Nashville Music City  
Listing Company

Selling Company

Andy Beal  
Independent Licensee

Independent Licensee

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## **COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER**

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

6 Listing Broker (Firm Name) Keller Williams Realty | Nashville Music City

7 Listing Firm Address: 4101 Charlotte Ave Ste D160 Nashville, TN 37209

8 Selling Broker (Firm Name)

9 Selling Firm Address:

10 Selling Broker shall receive the following compensation: \$N/A or 3 % of the purchase price of the Property.

11 In addition, this Agreement is subject to the following terms and conditions:

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

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

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

30 *Andy Beat* dotloop verified 04/12/2024 10:45 AM EST XERC-709N-F167-120K Keller Williams Realty | Nashville Music City

**LISTING BROKER/FIRM**

32 at o'clock  am/  pm 4101 Charlotte Ave Ste D160 Nashville, TN 37209

33 **Date** \_\_\_\_\_

34 Andy Beal PHONE: 615-955-0100

35 PRINT/TYPE NAME \_\_\_\_\_ Email: [beal@nashvilleonthemove.com](mailto:beal@nashvilleonthemove.com)

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

37		By: Broker or Licensee Authorized by Broker		SELLING BROKER/FIRM	
38		at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm			
39		Date		ADDRESS:	
40				PHONE:	
41				Email: _____	
42		PRINT/TYPE NAME _____			

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