

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
 7 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
 8 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
 9 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
 10 rights and obligations under the Act. A complete copy of the Act may be found at <http://www.lexisnexis.com/hottopics/tncode/>
 11 (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 the
 13 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 information
 18 provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-
 19 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 paid.
 24 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
 25 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
 26 had no effect on the physical structure of the property.
 27 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
 28 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
 29 (See Tenn. Code Ann. § 66-5-202).
 30 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
 31 court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the
 32 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
 33 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
 34 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
 35 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
 36 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
 37 not required to repair any such items.
 38 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
 39 disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).
 40 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
 41 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.

Buyers and Sellers should be aware that any sales agreement executed between the parties shall 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."

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

	YES	NO	UNKNOWN
12. Property or structural damage from fire, earthquake, floods, or landslides? If yes, please explain (use separate sheet if necessary).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
If yes, has said damage been repaired? <input checked="" type="checkbox"/>			
13. Is the property serviced by a fire department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found: https://tnmap.tn.gov/fdtn/) <u>Williamson Co. Volunteer</u>			
Is the property owner subject to charges or fees for fire protection, such as subscriptions, association dues or utility fees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any zoning violations, nonconforming uses and/or violations of "setback" requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. A Condominium/Homeowners Association (HOA) which has any authority over the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name of HOA: _____		HOA Address: _____	
HOA Phone Number: _____		Monthly Dues: _____	
Special Assessments: _____		Transfer Fees: _____	
Management Company: _____		Phone: _____	
Management Co. Address: _____			
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)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects or will affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, please explain, and include a written statement regarding payment information.			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
22. Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"? If yes, has there been a recent inspection to determine whether the structure has excessive moisture accumulation and/or moisture related damage? <i>(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.)</i> If yes, please explain. If necessary, please attach an additional sheet.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
23. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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? If yes, results of test(s) and/or rate(s) are attached.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25. Has any residence on this property ever been moved from its original foundation to another foundation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 185 26. Is this property in a Planned Unit Development? Planned Unit Development ☐ YES ☒ NO ☐ UNKNOWN
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) Phade P. Davis Date 3-11-23 Time 3:51pm

207 Transferor (Seller) _____ Date _____ Time _____

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

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 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
217 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
218 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

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: 1145 Warrior Dr Franklin, TN 37064

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 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.

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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 Phoebe P. Dawzi
52 **SELLER**
53 3/17/23 at 3:54 o'clock ☐ am/ ☒ pm
54 **Date** **Date** at o'clock ☐ am/ ☐ pm

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

56
57 **BUYER**
58 at o'clock ☐ am/ ☐ pm
59 **Date** **Date** at o'clock ☐ am/ ☐ pm

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

61 [Signature]
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 at o'clock ☐ am/ ☐ pm
69 **Date**

For Information Purposes Only:

Keller Williams Realty | Nashville Music City
Listing Company

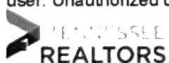
Selling Company

Andy Beal
Independent Licensee

Independent Licensee

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COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER

This compensation agreement ("Agreement") is entered into this 19th day of April, 2023 and relates to:
1145 Warrior Dr Franklin, TN 37064 ("Property")
 and _____ ("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) Keller Williams Realty | Nashville Music City

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

Selling Broker (Firm Name) _____

Selling Firm Address: _____

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

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

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 preceding paragraph, shall control:

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

<p><u>Andy Beal</u> <small>dotloop verified 04/19/23 12:40 PM EDT XERC-7QNJ-F167-J20K</small></p> <p>By: Broker or Licensee Authorized by Broker</p> <p>_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>Date _____</p> <p>Andy Beal</p> <p>PRINT/TYPE NAME</p>	<p><u>Keller Williams Realty Nashville Music City</u> LISTING BROKER/FIRM</p> <p>4101 Charlotte Ave Ste D160 Nashville, TN 37209</p> <p>ADDRESS: _____</p> <p>PHONE: <u>615-955-0100</u></p> <p>Email: <u>beal@nashvilleonthemove.com</u></p>
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The party(ies) below have signed and acknowledge receipt of a copy.

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