

# TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1    PROPERTY ADDRESS 6405 Yeatman Lane CITY Columbia

2    SELLER'S NAME(S) Mitchell Mathes                      Sarah Mathes                      PROPERTY AGE 8 years

3    DATE SELLER ACQUIRED THE PROPERTY 9/29/2017 DO YOU OCCUPY THE PROPERTY? Yes

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

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

6    The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units

7    to furnish to a buyer one of the following (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential

8    property disclaimer statement (permitted only where the buyer waives the required Disclosure) Some property transfers may

9    be exempt from this requirement (See Tenn Code Ann § 66-5-209) The following is a summary of the buyers' and sellers'

10    rights and obligations under the Act A complete copy of the Act may be found at Tenn Code Ann § 66-5-201, et seq

11    1    Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the

12    best of the seller's knowledge as of the Disclosure date

13    2    Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract

14    3    Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have

15    occurred since the time of the initial Disclosure, or certify that there are no changes

16    4    Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain information

17    provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn Code Ann § 66-

18    5-204)

19    5    Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form

20    6    Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless

21    agreed to in the purchase contract

22    7    Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid

23    8    Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted

24    by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which

25    had no effect on the physical structure of the property

26    9    Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only

27    if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form

28    (See Tenn Code Ann § 66-5-202)

29    10    Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,

30    court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the

31    property at any time within the prior 3 years) (See Tenn Code Ann § 66-5-209)

32    11    Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,

33    and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the

34    seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase

35    12    Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement, otherwise, seller is

36    not required to repair any such items

37    13    Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a

38    disclaimer statement with no representations or warranties (See Tenn Code Ann § 66-5-202)

39    14    Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer

40    and are set out fully in Tenn Code Ann § 66-5-208 Buyer should consult with an attorney regarding any such matters

41    15    Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees

are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice

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

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

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

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

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

#### INSTRUCTIONS TO THE SELLER

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

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

72 ☒ Range ☐ Wall/Window Air Conditioning ☒ Garage Door Opener(s) (Number of openers 2)  
73 ☐ Window Screens ☒ Oven ☒ Fireplace(s) (Number) 1  
74 ☐ Intercom ☒ Microwave ☒ Gas Starter for Fireplace  
75 ☐ Garbage Disposal ☒ Gas Fireplace Logs ☒ TV Antenna/Satellite Dish  
76 ☐ Trash Compactor ☒ Smoke Detector/Fire Alarm ☐ Central Vacuum System and attachments  
77 ☐ Spa/Whirlpool Tub ☒ Burglar Alarm ☐ Current Termite contract  
78 ☐ Water Softener ☒ Patio/Decking/Gazebo ☐ Hot Tub  
79 ☐ 220 Volt Wiring ☐ Installed Outdoor Cooking Grill ☒ Washer/Dryer Hookups  
80 ☐ Sauna ☐ Irrigation System ☐ Pool  
81 ☒ Dishwasher ☒ A key to all exterior doors ☒ Access to Public Streets  
82 ☐ Sump Pump ☒ Rain Gutters ☐ Heat Pump  
83 ☒ Central Heating ☒ Central Air  
84 ☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_

85 Water Heater: ☒ Electric ☐ Gas ☐ Solar  
86 Garage: ☒ Attached ☐ Not Attached ☐ Carport  
87 Water Supply: ☒ City ☐ Well ☐ Private ☐ Utility ☐ Other \_\_\_\_\_  
88 Gas Supply: ☐ Utility ☐ Bottled ☐ Other  
89 Waste Disposal: ☒ City Sewer ☒ Septic Tank ☐ Other \_\_\_\_\_

90 Roof(s): Type Architectural Shingles Age (approx): 1 year

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92 Other Items

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

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

97

98

99

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

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

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

112

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

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Version 07/01/2024

Josh Harrison

Keller Williams Realty, Inc.

	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"/>
<hr/>			
If yes, has said damage been repaired? _____			
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: <a href="https://tnmap.tn.gov/fdtn/">https://tnmap.tn.gov/fdtn/</a> )			
<hr/>			
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: _____			
<hr/>			
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 shall 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? If yes, please explain, and include a written statement regarding payment information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<hr/>			
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"/>
<hr/>			
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"/>

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YES NO UNKNOWN

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

☐

☒

☐

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

☐

☒

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

☐

☒

D. CERTIFICATION. I/We certify that the information herein, concerning the real property located at 6405 Yeatman Lane

Columbia

TN 38401

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

Transferor (Seller)



Date

10/1/24

Time

1130

Transferor (Seller)



Date

10/1/24

Time

9:30

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.

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

Transferee (Buyer)

Date

Time

Transferee (Buyer)

Date

Time

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.

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## 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:

6405 Yeatman Lane

Columbia

TN 38401

### PROPERTY ADDRESS

**SELLER NAME:** Mitchell Mathes Sarah Mathes  
**LICENSEE NAME:** Josh Harrison

**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).
- ☐ 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.

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 10/1/24

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date 10/1/24

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Listing Licensee \_\_\_\_\_ Date \_\_\_\_\_

Selling Licensee \_\_\_\_\_ Date \_\_\_\_\_

Keller Williams Realty Nashville - Franklin  
Listing Company

Selling Company

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