



# COLDWELL BANKER SOUTHERN REALTY

## CONFIRMATION OF AGENCY STATUS

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

7 The real estate transaction involving the property located at:  
8 296 Liberty Claybrook Rd, Beech Bluff, TN  
9 \_\_\_\_\_  
PROPERTY ADDRESS

10 SELLER NAME: <u>Suzy Collins</u>	BUYER NAME: _____
11 LICENSEE NAME: <u>Lee Godfrey</u>	LICENSEE NAME: _____
12 in this consumer's current or prospective transaction is	in this consumer's current or prospective transaction
13 serving as:	is serving as:
14 <input type="checkbox"/> Transaction Broker or Facilitator.	<input type="checkbox"/> Transaction Broker or Facilitator.
15 (not an agent for either party).	(not an agent for either party).
16 <input type="checkbox"/> Seller is Unrepresented.	<input type="checkbox"/> Buyer is Unrepresented.
17 <input type="checkbox"/> Agent for the Seller.	<input type="checkbox"/> Agent for the Buyer.
18 <input checked="" type="checkbox"/> Designated Agent for the Seller.	<input type="checkbox"/> Designated Agent for the Buyer.
19 <input type="checkbox"/> Disclosed Dual Agent (for both parties),	<input type="checkbox"/> Disclosed Dual Agent (for both parties),
20 with the consent of both the Buyer and the Seller	with the consent of both the Buyer and the Seller
21 in this transaction.	in this transaction.

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

**BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.**

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

34 <u>Suzy Collins</u>	04/17/26	_____	_____
35 Seller Signature	Date	Buyer Signature	Date
37 _____	Date	_____	Date
38 Seller Signature	Date	Buyer Signature	Date
39 <u>Lee Godfrey</u>	4/17/26	_____	_____
40 Listing Licensee	Date	Buyer Broker Licensee	Date
41 <u>CBSR</u>	_____	_____	_____
42 Listing Firm		Buyer Broker Firm	

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# COLDWELL BANKER SOUTHERN REALTY

## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 296 Liberty Claybrook Rd CITY Beech Bluff

2 SELLER'S NAME(S) Suzy Collins PROPERTY AGE 28

3 DATE SELLER ACQUIRED THE PROPERTY 1997 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
- 42 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  
44 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
45 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."

#### 67 INSTRUCTIONS TO THE SELLER

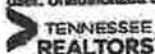
68 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly  
69 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this  
70 statement to any person or entity in connection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

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

- 72  Range  Wall/Window Air Conditioning  Garage Door Opener(s) (Number of openers \_\_\_\_\_)
- 73  Window Screens  Oven  Fireplace(s) (Number) \_\_\_\_\_
- 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 \_\_\_\_\_ Age (approx): \_\_\_\_\_

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92 Other Items:

93  
94

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 type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
102 Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
103 Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
104 Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
105 Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106 Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
107 Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
108 Sewer/Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
109 Electrical System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
110 Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

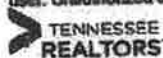
111 If any of the above is/are marked YES, please explain:

112

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

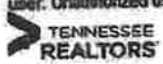
- 114 1. Substances, materials or products which may be environmental hazards  
115 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel  
116 or chemical storage tanks, contaminated soil or  
117 water, on the subject  
118 property?  YES  NO  UNKNOWN
- 119 2. Features shared in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

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		YES	NO	UNKNOWN
137	12. Property or structural damage from fire, earthquake, floods, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
138	If yes, please explain (use separate sheet if necessary).			
139				
140				
141	If yes, has said damage been repaired? _____			
142	13. Is the property serviced by a fire department?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143	If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found:			
144	https://tmap.tn.gov/fdtn/)			
145				
146	Is the property owner subject to charges or fees for fire protection,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147	such as subscriptions, association dues or utility fees?			
148	14. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
149	"setback" requirements?			
150	15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151	16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152	17. A Condominium/Homeowners Association (HOA) which has any authority	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153	over the subject property?			
154	Name of HOA: _____ HOA Address: _____			
155	HOA Phone Number: _____ Monthly Dues: _____			
156	Special Assessments: _____ Transfer Fees: _____			
157	Management Company: _____ Phone: _____			
158	Management Co. Address: _____			
159	18. Is the location of the property within an improvement district that is			
160	subject to special assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161	Rate of special assessment: _____			
162	19. Any "common area" (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163	courts, walkways or other areas co-owned in undivided interest with others)?			
164	20. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
166	or shall affect the property?			
167	22. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
168	If yes, please explain, and include a written statement regarding payment			
169	information.			
170				
171				
172	23. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
173	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
174	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175	has excessive moisture accumulation and/or moisture related damage?			
176	(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified			
177	professional inspect the structure in question for the preceding concern and provide a written report of the professional's			
178	finding.)			
179	If yes, please explain. If necessary, please attach an additional sheet.			
180				
181				
182	24. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
183	25. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
184	performed on the property that are determined or accepted by			
185	the Tennessee Department of Environment and Conservation?			
186	If yes, results of test(s) and/or rate(s) are attached.			
187	26. Has any residence on this property ever been moved from its original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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foundation to another foundation?

YES NO UNKNOWN

189 27. Is this property in a Planned Unit Development? Planned Unit Development
190 is defined pursuant to Tenn. Code Ann. § 66-3-213 as "an area of land,
191 controlled by one (1) or more landowners, to be developed under unified control
192 or unified plan of development for a number of dwelling units, commercial,
193 educational, recreational or industrial uses, or any combination of the
194 foregoing, the plan for which does not correspond in lot size, bulk or type of
195 use, density, lot coverage, open space, or other restrictions to the existing land
196 use regulations." Unknown is not a permissible answer under the statute.

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

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

207
208 D. CERTIFICATION. I/We certify that the information herein, concerning the
209 real property located at

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

213 Transferor (Seller) [Signature] Date 4/17/26 Time 12:01

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

215
216 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
217 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
218

219
220 Transferee/Buyer's Acknowledgment: I/We understand that this disclosure statement is not intended as a substitute for any
221 inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are
222 evident by careful observation. I/We acknowledge receipt of a copy of this disclosure.

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

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

225 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
226 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
227 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
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## DISCLAIMER NOTICE

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

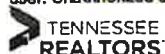
- 13 **1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional  
 14 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the  
 15 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
- 16 **2. THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the  
 17 condition of the roof.
- 18 **3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for  
 19 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,  
 20 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the  
 21 Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home  
 22 Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home  
 23 Inspectors of Tennessee Association ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an  
 24 inspector, including whether he has complied with State and/or local licensing and registration requirements in  
 25 your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-  
 26 plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
- 27 **4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that  
 28 you use the services of a licensed, professional pest control company to determine the presence of wood  
 29 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any  
 30 potential damage from such.
- 31 **5. ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,  
 32 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-  
 33 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,  
 34 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable  
 35 professionals and inspectors in all areas of environmental concern.
- 36 **6. SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained.  
 37 Information is sometimes gathered from tax or real estate records on the property. Square footage provided by  
 38 builders, real estate licensees, or tax records is only an estimate with which to make comparisons, but it is **not**  
 39 **guaranteed.** It is advised that you have a licensed appraiser determine actual square footage.
- 40 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A  
 41 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even  
 42 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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- 43 **NOTE:** A real estate licensee’s Comparative Market Analysis (CMA) or Broker’s Price Opinion (BPO), etc.,  
 44 while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 45 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**  
 46 **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or  
 47 private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary  
 48 survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,  
 49 clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys,  
 50 plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
- 51 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,  
 52 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental  
 53 repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected  
 54 use requires a zoning or other change, it is recommended that you either wait until the change is in effect before  
 55 committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 56 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The  
 57 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,  
 58 electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified  
 59 by the appropriate sources in writing (including but not limited to fire protection). You should have a  
 60 professional check access and/or connection to public sewer and/or public water source and/or the condition of  
 61 any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual  
 62 number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained  
 63 in the file for the property maintained by the appropriate governmental permitting authority. If the file for this  
 64 property cannot be located or you do not understand the information contained in the file, you should seek  
 65 professional advice regarding this matter. For unimproved land, septic system capability can only be  
 66 determined by using the services of a professional soil scientist and verifying with the appropriate governmental  
 67 authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to  
 68 accommodate the size home that you wish to build.
- 69 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you  
 70 have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or  
 71 run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding  
 72 may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper  
 73 governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation  
 74 certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 75 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed  
 76 condemnation proceedings or similar matters concerning any portion of the property with the State, County and  
 77 city/town governments in which the property is located. Condemnation proceedings could result in all or a  
 78 portion of the property being taken by the government with compensation being paid to the landowner.
- 79 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently  
 80 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other  
 81 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate  
 82 sources in writing.
- 83 **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**  
 84 You should consult with local, state and federal law enforcement agencies for information or statistics regarding  
 85 criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location  
 86 of sex offenders in a given area.
- 87 **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any  
 88 legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or  
 89 any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not**  
 90 legal or tax experts, and therefore cannot advise you in these areas.

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91 **16. TITLE INSURANCE EXPENSES.** As the Buyer of real property, you have the right to obtain an Owner’s  
 92 Title Insurance Policy to protect your ownership. Once purchased, an Owner’s Title Insurance Policy protects  
 93 you for as long as you own the property (and potentially longer). There are two main types of title insurance  
 94 policies available to the Buyer: (a) a Standard policy (which covers many claims affecting the land) or (b) a  
 95 “Homeowner’s” policy. The Homeowner’s policy covers all the claims of a Standard policy – but it is also an  
 96 expanded policy providing multiple additional coverages not included in the Standard policy, e.g. post policy  
 97 issues such as an attempted fraudulent deed conveyance. Unlike other title protection alternatives (e.g. attorney  
 98 title opinion letters) both the Standard and the Homeowner’s policy are regulated products provided by  
 99 insurance companies licensed under Tennessee law. It is the Buyer’s responsibility to seek independent advice  
 100 or counsel prior to Closing from Buyer’s Closing Agency regarding the availability and coverage provided  
 101 under an American Land Title Association Standard Owner’s Insurance policy and, if available, a Homeowner’s  
 102 Title Insurance Policy. For more information, please visit these helpful links: [https://www.alta.org/news-](https://www.alta.org/news-and-publications/)  
 103 [and-publications/](https://www.alta.org/news-and-publications/) **ALTA - Unregulated Title Insurance Alternatives**

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

111 **18. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition  
 112 of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as  
 113 to suitability of a property to your needs. You acknowledge that any images or other marketing materials  
 114 provided by the seller or brokers involved in the transaction electronically or in print may not display the  
 115 property’s features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a  
 116 property.

117 **19. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media  
 118 used in the marketing of the property may continue to remain in publication after Closing. You agree that  
 119 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker  
 120 is not in control.

121 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media**  
 122 **representations or verbal representations of any real estate licensee relative to any of the matters itemized**  
 123 **above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they**  
 124 **secure the services of appropriately credentialed experts and professionals of the buyer’s or seller’s choice**  
 125 **for the advice and counsel about these and similar concerns.**

126	 <b>Suzy Collins</b> 04/17/26	_____
127	<b>CLIENT/CUSTOMER</b>	<b>CLIENT/CUSTOMER</b>
128	<u>4/17/26</u> at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
129	<b>Date</b>	<b>Date</b>

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**COLDWELL BANKER**

**SOUTHERN REALTY**

**AFFILIATED COMPANY RELATIONSHIPS AND OTHER DISCLOSURES**

**NO BUYER OR SELLER SHALL BE REQUIRED TO USE THE SERVICES OF ANY SPECIFIC COMPANY AS A RESULT OF COLDWELL BANKER SOUTHERN REALTY'S OR ITS SALES ASSOCIATES' INTERESTS OR RELATIONSHIPS WITH ANY SUCH COMPANY.**

**PATHWAY MORTGAGE:** This is to give you notice that Coldwell Banker Southern Realty has an affiliated arrangement with Pathway Mortgage LLC NMLS 2063164, located at 7709 Holiday Drive, Sarasota, FL 34231.

**FAIRWAY INDEPENDENT MORTGAGE:** This is to give you notice that Coldwell Banker Southern Realty has a business relationship with Fairway Independent Mortgage, located at 4750 South Biltmore Lane, Madison, WI 53718.

"You are NOT required to use either Pathway Mortgage or Fairway Independent Mortgage Corp as a condition for obtaining mortgage financing on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES."

**SOUTHERN TITLE & ESCROW, LLC:** This is to give you notice that Coldwell Banker Southern Realty ("Real Estate Broker") has a business relationship with Southern Title & Escrow, LLC.

"You are NOT required to use Southern Title & Escrow, LLC as a condition for settlement of your loan on or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES."

**2-10 & ACHOSA HOME BUYERS WARRANTIES:** Coldwell Banker Southern Realty receives an administrative fee for purchased Achosa Home Buyers Warranties. Basic Seller warranty coverage is available through 2-10 Home Buyers Warranty on all Coldwell Banker Southern Realty listings at no cost to seller. Expanded seller coverage available at additional cost. Post closing buyer coverage is available for purchase. These plans are implemented by independent home warranty companies and Coldwell Banker Southern Realty is not liable for the performance of such companies. Please reference brochures, or information sheets along with the 800# or Web Addresses, for specific information about the programs. It is our clients' choice to accept or decline the purchase of warranty coverage.

Coldwell Banker Southern Realty will provide 2-10 Seller Coverage free of charge during the listing period. This does not obligate seller to purchase for buyer, unless negotiated at a later point.

**RELOCATION SERVICES:** Coldwell Banker Southern Realty is part of the Anywhere Leads Network. It is a nationwide high-performance network of 500+ real estate brokers and 100,000 agents, recognized for exceptional customer service. This allows us to effectively help you when relocating outside Coldwell Banker Southern Realty's immediate service areas.

- Selling Clients to initial one of the following:
- Seller is not relocating outside of the area.
- Seller DOES request home finding assistance and information from an agent in their destination city.
- Seller DOES NOT request home finding assistance and information from an agent in their destination city.

~~**BROKERAGE SERVICE FEE:** A commission of [redacted] will be charged to the Buyer or Seller represented by Coldwell Banker Southern Realty, exclusive of any other commissions described in the contract or agency agreements, payable only upon the closing of the subject property.~~

Below signatures indicate Acknowledgments of Affiliated Company Relationships and Other Disclosures

Listing Licensee  
 C B S R  
 Listing Company  
 \_\_\_\_\_  
 Selling Licensee  
 \_\_\_\_\_  
 Selling Company

Signature of Buyer	Date
Signature of Buyer	Date
	04/17/26
Signature of Seller	Date
Signature of Seller	Date



**COLDWELL BANKER**

**SOUTHERN REALTY**

**WIRE FRAUD WARNING**

- 1 Criminals use many methods to steal our money, even when we are buying or selling a home – particularly involving wire fund  
 2 transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/  
 3 closing agency. Be on the lookout for:
- 4 • Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax  
 5 numbers, texts, calls or social media messages from scammers.
  - 6 • Any communication requesting information or directing you to a fake website, a criminal’s email address or a  
 7 criminal’s bank account.

8  
 9 In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing  
 10 agency.

11  
 12 **NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.**

13  Initials \_\_\_\_\_ Initials

- 14  
 15 Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the  
 16 instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified  
 17 the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:
- 18 • Call the phone number you used on all your prior calls (if the number came from a personally recognized or known  
 19 source), or
  - 20 • Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party  
 21 source, such as the entity’s official website and/or public directory assistance (do not take the phone number directly  
 22 from the wiring instruction form you received), or
  - 23 • Make a personal visit to their office at the address you previously met with them.

24 If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in  
 25 preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received  
 26 by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the  
 27 **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT.** Any wiring  
 28 instructions sent should be sent in a secured manner. Be especially aware of any request to change any of the original  
 29 wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference  
 30 in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys,  
 31 title companies and lenders rarely if ever change, so any request to change this information should be handled with caution.

32  
 33 If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages,  
 34 faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or  
 35 changes to wire transfer or financing institutions:

- 36 • **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.
- 37 • Then, call your agent at the phone number you used in all prior calls.

38  Suzy Collins 04/17/26  
 39 \_\_\_\_\_  
 40  Seller Date Buyer or Seller Date

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Version 01/01/2026