

No. 1 Quality Realty

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), the National Association of Certified Home Inspectors (www.nahi.org), and Home
23 Inspectors of Tennessee Association (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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- 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/ ALTA - Unregulated Title Insurance Alternatives](https://www.alta.org/news-and-publications/)
- 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	 <u>Denisa Foster Rich</u>	_____
127	CLIENT/CUSTOMER Denisa Rich	CLIENT/CUSTOMER
128	 <u>3/30/20</u> at <u>11</u> o'clock <input checked="" type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
129	Date <u>CST</u>	Date

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