



# LEAD-BASED PAINT DISCLOSURE

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

## 4 **Lead Warning Statement**

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

13 Property Address: 611 New Shackle Island Road, Hendersonville, TN 37075

## 14 **Seller Disclosure**

15 **Seller to check one box below:**

16 (a) Presence of lead-based paint and/or lead-based paint hazards

17  Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:  
18 \_\_\_\_\_

19  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

20 **Seller to check one box below:**

21 (b) Records and reports available to Seller.

22  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-  
23 based paint hazards in the housing. List documents below:  
24 \_\_\_\_\_

25  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## 26 **Buyer Acknowledgment**

27 (c) Buyer has (check one box below):

28  received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the  
29 housing listed above.

30  not received any records and reports regarding lead-based paint and/ or lead-based paint hazards in the housing.

31  
32 (d)   (initial) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

## 33 **Contingency**

34 **Buyer to check one box below:**

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

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



**Licensee Acknowledgment (initial or enter N/A if not applicable)**


Seller's Agent has informed Seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.  
 Buyer's Agent has informed Seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. (Only required if the Buyer's Agent receives compensation from the Seller.)

**Certification of Accuracy**

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

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


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

52 53 54 55	 <small>dotloop verified 02/26/26 8:31 PM CST Y1WV-YASE-00TO-BQ2X</small> <b>SELLER</b> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>	_____ <b>SELLER</b> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>
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56 The party(ies) below have signed and acknowledge receipt of a copy.

57 58 59 60	_____ <b>BUYER</b> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>	_____ <b>BUYER</b> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>
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61 The party(ies) below have signed and acknowledge receipt of a copy.

62 63 64 65	 <small>dotloop verified 02/26/26 10:51 AM CST X2AV-7PEL-1E1X-GMCQ</small> <b>REAL ESTATE LICENSEE FOR SELLER</b> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>
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66 The party(ies) below have signed and acknowledge receipt of a copy.

67 68 69 70	_____ <b>REAL ESTATE LICENSEE FOR BUYER</b> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm <b>Date</b>
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For Information Purposes Only:

\_\_\_\_\_  
Listing Firm  
  
Bernie Gallerani  
Independent Licensee

\_\_\_\_\_  
Buyer Broker Firm  
  
\_\_\_\_\_  
Independent Licensee

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raymond brody

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## TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 611 New Shackle Island Road, Hendersonville, TN 37075

2 Seller: Greg Bacon

3 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units  
4 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the “Disclosure”), or (2) a residential  
5 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may  
6 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers’ and sellers’  
7 rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.

- 8 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to  
9 the best of the seller’s knowledge as of the Disclosure date.
- 10 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 11 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have  
12 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 13 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain  
14 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code  
15 Ann. § 66-5-204).
- 16 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 17 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless  
18 agreed to in the purchase contract.
- 19 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 20 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted  
21 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which  
22 had no effect on the physical structure of the property.
- 23 9. Sellers may provide an “as is”, “no representations or warranties” disclaimer statement in lieu of the Disclosure form only  
24 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form  
25 (See Tenn. Code Ann. § 66-5-202).
- 26 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,  
27 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the  
28 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 29 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,  
30 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the  
31 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 32 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is  
33 not required to repair any such items.
- 34 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a  
35 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 36 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer  
37 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 38 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
39 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 40 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited  
41 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
42 disposal system permit.
- 43 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results  
44 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the

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45 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as  
46 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development’s restrictive  
47 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has  
48 ever been moved from an existing foundation to another foundation.

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

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

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

63 The undersigned Seller of the property described as 611 New Shackle Island Road, Hendersonville, TN 37075 does  
64 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as  
65 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209  
66 for the following reason(s):

- 67  This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration  
68 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a  
69 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 70  This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by  
71 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who  
72 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired  
73 the real property by a deed in lieu of foreclosure.
- 74  This is a transfer by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship  
75 or trust.
- 76  This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to  
77 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy  
78 in common and the transfer shall be made from one (1) or more of the owners to another owner or co-owners holding  
79 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 80  This is a transfer made by virtue of the record owner’s failure to pay federal, state or local taxes.
- 81  This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 82  This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity  
83 of one (1) or more of the transferors.
- 84  This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 85  This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 86  This is a transfer of any property sold at public auction.
- 87  This is a transfer of any property where the owner has not resided on the property at any time within three (3) years  
88 prior to the date of transfer.
- 89  This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu  
90 of foreclosure or by a quitclaim deed.

91 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior  
92 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever  
93 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or  
94 soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment  
95 and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.  
96 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and  
97 upon request, provide buyers with a copy of the development’s restrictive covenants, homeowner bylaws and master deed.

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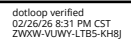


- 98 **ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:** YES NO UNKNOWN
- 99 1. Is there an exterior injection well anywhere on the property?
- 100 2. Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation?
- 101 If yes, results of test(s) and/or rate(s) are attached.
- 102
- 103 3. Has any residence on this property ever been moved from its original foundation to another foundation?
- 104
- 105 4. 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.
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- 114 5. 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.
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- 116
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- 120
- 121 6. 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.
- 122
- 123

124 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore, the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

128 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.

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

132   \_\_\_\_\_

133 **SELLER** **SELLER**

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

135 **Date** **Date**

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

137 \_\_\_\_\_

138 **BUYER** **BUYER**

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

140 **Date** **Date**

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# 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:  
8 611 New Shackle Island Road, Hendersonville, TN 37075

9 PROPERTY ADDRESS

10 SELLER NAME: <u>Greg Bacon</u>	BUYER NAME: _____
11 LICENSEE NAME: <u>Bernie Gallerani</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"/> <b>Transaction Broker or Facilitator.</b>	<input type="checkbox"/> <b>Transaction Broker or Facilitator.</b>
15 (not an agent for either party).	(not an agent for either party).
16 <input type="checkbox"/> <b>Seller is Unrepresented.</b>	<input type="checkbox"/> <b>Buyer is Unrepresented.</b>
17 <input type="checkbox"/> <b>Agent for the Seller.</b>	<input type="checkbox"/> <b>Agent for the Buyer.</b>
18 <input checked="" type="checkbox"/> <b>Designated Agent for the Seller.</b>	<input type="checkbox"/> <b>Designated Agent for the Buyer.</b>
19 <input type="checkbox"/> <b>Disclosed Dual Agent (for both parties),</b>	<input type="checkbox"/> <b>Disclosed Dual Agent (for both parties),</b>
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.**

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

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

35 <u>Greg Bacon</u> Seller Signature	<small>dotloop verified 02/26/26 8:31 PM CST JFAN-GJYG-3L7N-YDSY</small> Date	_____ Buyer Signature	_____ Date
37 _____ Seller Signature	_____ Date	_____ Buyer Signature	_____ Date
39 <u>Bernie Gallerani</u> Listing Licensee	<small>dotloop verified 02/26/26 10:49 AM CST EEUZ-WVOX-5HPU-QOOU</small> Date	_____ Buyer Broker Licensee	_____ Date

41 Bernie Gallerani Real Estate  
42 Listing Firm Buyer Broker Firm

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