



Mclver Land & Realty

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 contract 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: 00 Cook Rd Cedar Grove Tn 38321

14 Seller Disclosure

15 Seller to check one box below:

- 16 [X] Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the
17 housing.
18 [] Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided
19 the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the
20 housing. List any records, reports and/or additional information, including but not limited to the basis for the
21 determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and
22 the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also
23 includes records or reports of other residential dwellings in multifamily housing, provided that such information is
24 part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.
25 If no reports or records are available, Seller shall indicate as such.

28 Buyer Acknowledgment

- 29 1) Buyer has received copies of all records, reports and information listed above (if any);
30 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
31 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home"
32 (Copies available at http://www.hud.gov and http://www.epa.gov);
33 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time)
34 before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection
35 for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

36 Buyer to check one box below:

- 37 [] Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the
38 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This
39 contingency shall be satisfied within 10 calendar days after the Binding Agreement Date.
40 [] Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
41 lead-based paint hazards.

42 Licensee Acknowledgment

43 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are aware of
44 listing and selling licensees' duty to ensure compliance.

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45 **Certification of Accuracy**

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

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

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

51 *Authentisign*
Hanafee Brothers Sawmill Co Inc.

52 **SELLER** 12/2/2020 *Hanafee Brothers Sawmill Co Inc.* **SELLER**

53 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

54 **Date** **Date**

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

56 _____

57 **BUYER** **BUYER**

58 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

59 **Date** **Date**

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

61 *Authentisign*
Harold T McIver

62 **REAL ESTATE LICENSEE FOR SELLER**
Harold T McIver

63 _____ at _____ o'clock am/ pm

64 **Date**

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

66 _____

67 **REAL ESTATE LICENSEE FOR BUYER**

68 _____ at _____ o'clock am/ pm

69 **Date**

For Information Purposes Only:

Mclver Land & Realty
Listing Company

Selling Company

Harold T McIver
Independent Licensee

Independent Licensee

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Mclver Land & Realty

CONFIRMATION OF AGENCY STATUS

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

7 The real estate transaction involving the property located at:
8 00 Cook Rd Cedar Grove Tn 38321
9 PROPERTY ADDRESS

10 SELLER NAME: <u>Hanabee Brothers Sawmill Co Inc.</u>	BUYER NAME: _____
11 LICENSEE NAME: <u>Harold T Mclver</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, 3rd 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 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 Hanabee Brothers Sawmill Co Inc.

35 Seller Signature <u>Hanabee Brothers Sawmill Co Inc.</u> Date _____	Buyer Signature _____ Date _____
36 _____	_____
37 Seller Signature <u>Harold T Mclver</u> Date <u>12/02/2020</u>	Buyer Signature _____ Date _____
38 _____	_____
39 Listing Licensee <u>Harold T Mclver</u> Date _____	Selling Licensee _____ Date _____
40 <u>Mclver Land & Realty</u>	_____
41 Listing Company _____	Selling Company _____

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**Mclver Land
& Realty**

DISCLAIMER NOTICE

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

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

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43 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.
 44 **NOTE:** A real estate licensee’s Comparative Market Analysis (CMA) or Broker’s Price Opinion (BPO), etc.,
 45 while sometimes used to set an asking price or an offer price, is **not** an appraisal.

46 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised that
 47 you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
 48 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**
 49 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
 50 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.

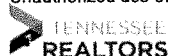
75 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
 76 condemnation proceedings or similar matters concerning any portion of the property with the State, County and
 77 city/town governments in which the property is located. Condemnation proceedings 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. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
92 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
93 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
94 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are
95 advised to contact several sources and independently investigate the competency of any inspector, contractor,
96 or other professional expert, service provider or vendor and to determine compliance with any licensing,
97 registration, insurance and bonding requirements in your area.

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

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

104 *Hanabee Brothers Saumill Co Inc.*

12/2/2020 8:14:54 PM CST

105 CLIENT/CUSTOMER

CLIENT/CUSTOMER

106 _____ at _____ o'clock am/ pm

_____ at _____ o'clock am/ pm

107 **Date**

Date

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**TENNESSEE RESIDENTIAL PROPERTY DISCLOSURE
(For Exempt Properties & Property Residential Disclaimers)**

1 Regarding: ("Property") 00 Cook Rd Cedar Grove Tn 38321
2 PROPERTY ADDRESS

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

11 **ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING?:**

12 YES NO UNKNOWN

- 13 1. An exterior injection well is located on the Property.
- 14 2. A single family residence located on Property has been moved from an existing foundation to another
15 foundation.
- 16 3. A percolation test(s) has been performed on the Property that is determined or accepted by the
17 Tennessee Department of Environment and Conservation. If yes, results of test(s) are attached.
- 18 4. A soil absorption rate(s) has been performed on the Property that is determined or accepted by the
19 Tennessee Department of Environment and Conservation. If yes, results of rate(s) are attached.
- 20 5. This Property is located in a Planned Unit Development. Planned Unit Development is
21 defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more
22 landowners, to be developed under unified control or unified plan of development for a number of
23 dwelling units, commercial, educational, recreational or industrial uses, or any combination of the
24 foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage,
25 open space, or other restrictions to the existing land use regulations." Upon request, Seller shall provide
26 to Buyer copies of the development's restrictive covenants, homeowner bylaws and master deed.
27 Unknown is not an appropriate response under the statute.
- 28 6. Seller knows of the presence of a sinkhole on the property. A sinkhole is defined pursuant to Tenn.
29 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone
30 strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is
31 indicated through the contour lines on the property's recorded plat map."
- 32 7. A permit for a subsurface sewage disposal system for the Property was issued during a
33 sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409. If yes, Buyer may have a future obligation
34 to connect to the public sewer system.

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

36 Authentication
Hanabee Brothers Sawmill Co. Inc.
37 **SELLER** 12/2/2020 Hanabee Brothers Sawmill Co. Inc. **SELLER**

38 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
39 **Date** **Date**

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

41 _____
42 **BUYER** **BUYER**

43 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
44 **Date** **Date**

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