

Disclosure of Affiliated Businesses and Disclaimer

During your negotiations in regard to the sale or purchase of real estate and throughout the transaction including the closing, you may be working with real estate Brokers, their affiliated agents and with other businesses in which the Broker and/or agent may have a financial interest. Such affiliated business arrangements are permitted and often encouraged to make the business of selling or buying your home more efficient, but you are not required to use the services of such businesses. Although the following list may not be all of the affiliated businesses, your signature below acknowledges that these businesses have been disclosed to you and that their services are permitted by you during the transaction unless you specify in writing otherwise. Further disclosures may be given to you regarding your use of the businesses.

Cumberland Title
First Land Title LLC
HMS of Tennessee
America Home Shield (AHS)
Other home warranty programs

Your signature below also acknowledges that you have read and understand the following disclaimers and warnings.

1. **ATTORNEYS** No attorney will be assigned to represent you in this transaction. Broker and real estate agents are not attorneys and cannot render opinions of a legal nature. If you want a legal opinion, you should retain the services of an attorney to represent you in any part or all of the transaction as you so choose.
2. **BOUNDARY SURVEY** A survey may reveal encroachments of adjoining land owners onto your property or encroachments of any improvements on your property onto an adjoining owner. Other matters such as drainage and utility easements and setback line violations may also be revealed. Instead of relying on where others believe the boundaries to be, it is strongly suggested that you obtain a staked survey and that you physically inspect the corners and boundaries of the property. Don not rely on mortgage loan inspection, as it usually contains disclaimers of its accuracy. It is not the same as a survey.
3. **TITLE INSURANCE** If you are buying property, you may want to obtain title insurance to protect you, as an owner, from claims asserted by others that may affect your ownership of the property. You should obtain more information about title insurance from your attorney, title insurance company or the closing company prior to the closing. Prudential Rowland Real Estate and your Prudential Rowland agent advise that you obtain such coverage, but you are not required to do so.
4. **RESTRICTIVE COVENANTS AND/OR ZONING LAWS** Most properties, especially in subdivisions, are subject to restrictions and zoning laws that affect your use of the property. It is your responsibility, as buyer, to obtain a copy of the restrictions and zoning ordinances and to thoroughly review them prior to making a decision to purchase the property.
5. **FLOOD CERTIFICATION AND DRAINAGE** Obtaining a Flood Certification is important but not always conclusive of flooding or drainage problems with the property. You should

obtain as much independent knowledge of the property's propensity for such problems, including an opinion from a civil engineer or other certified professional.

6. **SQUARE FOOTAGE OF DWELLING** You may be given information from the MLS, your agent, brochures or other data regarding the square footage of the home but you should not rely on such information until making your own evaluation or obtaining such measurements from an appraiser on whom you can rely. Square footage measurements are often hard to calculate, so be cautious if you want to base your price negotiations on such information.
7. **CONDITION OF THE LAND AND IMPROVEMENTS** You should always, in evaluating the condition of the land and dwelling, consult and obtain the written opinion of a home inspector. The inspector will often recommend other professionals to inspect the HVAC system and other appliances, the integrity of the structure, the roof and foundation, or even the condition of the land from an environmental point of view. These inspectors and professionals should be licensed, if required, and bonded.
8. **SELLER'S DISCLOSURE** Unless the Seller is exempt, Seller must furnish to the Buyer a Tennessee Residential Property Disclosure. The Disclosure may downplay or fail to mention certain problems with the property. Although the Disclosure is generally a good guide to the condition of the property and improvements, you should not entirely rely on it. It is recommended that you, in fact, not rely on the Disclosure, but instead, proceed with obtaining your own inspections and evaluations from licensed and bonded professionals.
9. **RECOMMENDED AND/OR PREFERRED INSPECTORS AND PROFESSIONALS** The Broker and real estate agent are often requested by the Seller and/or Buyer to recommend certain persons or companies to perform inspections, repairs, surveys, appraisals or other needs related to the property. Such references or recommendations from the Broker or agent are being made only as an accommodation to you, and you acknowledge that the Broker and agent are not guaranteeing their work. You should personally consult with the referenced person or entity and obtain you own opinion about skill, cost and reliance on their services.

Most importantly, your Broker and agent do not have the expertise regarding any of the above matters to any degree or level upon which you should rely. Statements or representations, if made by your Broker or agent, should never form a basis for you satisfaction or dissatisfaction in regard to any of the above matters.

By signing this document, we agree to not rely on any Broker or agent statements, assertions or representations related to the above matters, and we further agree to obtain the services of licensed, bonded and insured persons and entities to respond to our questions and concerns.

_____ Date _____

_____ Date _____

Prudential Rowland Real Estate, Inc.

Disclaimer Notice

(A copy of this Notice, with receipt acknowledged by buyers, must be attached to any contract involving Prudential Rowland Real Estate, Inc. its affiliated licensees, and any cooperating Real Estate Broker.)

The Brokers and their affiliated licensees involved in the Contract for Sale of real estate located at _____ are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. They specifically deny any expertise with respect to advice or informed opinions on any of the items enumerated below. This document is a specific warning to any potential buyer that the buyer should not rely on any statement, comment or opinion expressed by a real estate sales person when making decisions about any of the following matters. The Brokers and their affiliated licensees strongly recommend that buyer include contingency clause in their offer to purchase with respect to these and/or other items of concern and that the buyer, in writing the offer, allow enough time to a professional evaluation of these items. The items listed below are not an exclusive list of actions or circumstances, which are not the responsibility of the licensees you work with. These items are examples provided for your guidance and information.

1. **Square Footage:** There are many ways of measuring square footage. Much information is gathered from tax records, on the property. Any estimated square footage gives you a ballpark figure in which to make comparisons, but it is not guaranteed. The Brokers and their affiliated licensees advise that you have your home inspector or an appraiser check on the accuracy of any estimates with respect to square footage if this is important to you.
2. **Survey, boundary lines, encroachments and acreage.** We strongly advise that you secure the services of a licensed surveyor for a full stake survey with all easements, flood plain areas, etc. clearly identified. The Brokers and their affiliated licensees do not encourage reliance on previous surveys, MLS data, mortgage loan inspection surveys or plat data that may be acceptable to your mortgage company.
3. **The structural, environmental or other condition of the property.** The Brokers and their affiliated licensees strongly recommend that you consult Professional Engineers, Industrial Hygienists or other licensed or qualified professionals in the event you or your inspections reveal areas of concern

related but not limited to structural issues, synthetic stucco (E.I.F.S.), wood destroying organisms, radon, mold, asbestos or lead paint.

4. **The condition of the roofing.** The Brokers and their affiliated licensees recommend that you consult a licensed and bonded roofing company for any concerns about the condition of the roof.
5. **The operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, fireplace, windows, doors and appliances in the property.** The Brokers and their affiliated licensees recommend that you secure the services of a home inspector for a basic check. The home inspector may, in turn, recommend that specialists (heating and air, plumbing, etc.) look at these appliances and systems. **Failure to inspect means you accept the property "as is".**
6. **Utility connections and/or septic capability.** The Brokers and their affiliated licensees have not made an independent investigation or determination as to the location, existence or identifications of the property's connection to public sewer line or private septic system. Prudential Rowland strongly recommends that the buyers obtain a current Certification Letter(s) for the water supply and/or septic system, whether required by the lender or not. We recommend that questions concerning the utility connections be verified with the utility company involved. We further recommend that issues involving septic capability be addressed by a soils scientist or the county department that governs the approval of septic systems to insure that the septic system can accommodate the size of the home and is in good working order.
7. **Flooding, drainage, and requirements as to flood insurance.** As neighborhoods are developed, the risk of flooding may increase and drainage or storm run-off pathways may change. The Brokers and their affiliated licenses recommend that you have a civil engineer or a landscape architect determine these risks for you. Be sure to check with the requisite governmental authorities regarding flood insurance requirements if you are not obtaining a flood certification in conjunction with a loan.
8. **Covenants, restrictions or zoning/city ordinances and school zones.** These items need to be verified by the appropriate source in writing. The real estate associate may give directions with respect to where this can be found out, but cannot know about the latest changes that may affect the uses to which you can put on the property. If your projected use requires a zoning or other change, the Brokers and their affiliated licensees recommend that you wait until the change is in effect before committing to

the property. Certain cities require "the current" owner to replace the damaged sidewalks and inlets. Be sure to check to have them inspected and deal with this in your offer, if necessary.

9. The value, investment potential, or resale value of the property. Unexpected and unforeseeable things happen. An estimate of value (good for one day) (a snap shot in time) can be obtained through the services of a licensed appraiser. Not even a professional appraiser claims to know the future value of a property. Note: a Comparative Market Analysis (CMA), often used to set an asking price, is not an appraisal.

If any of the above matters are of concern to you, the Brokers and affiliated licensees strongly advise that you seek the counsel and advice of independent professionals in their fields. The Brokers and their affiliated licensees are not "independent professionals" in any of these areas.

The buyers of the property located at _____ acknowledge, with our signatures below, that we have not relied upon the advice, casual comments or verbal representations of any Real Estate Broker (or Broker's associated licensees) relative to any of these items. We understand that the only recommendation of the Brokers or licensees involved in this transaction with respect to any and all of these items is that we secure the services of a licensed, bonded, and insured professional for answers to our questions and advice about our concerns.

By signing below, the undersigned acknowledges receipt of a copy of this document.

Buyer _____ Date _____

Buyer _____ Date _____

Listing Company _____

Listing Licensee _____

Selling Company _____

Selling Licensee _____

Disclaimer Notice

Prudential Rowland Real Estate, Inc.

Net Proceeds to Seller

Seller(s) _____ Date: _____

Property Address _____

IF the selling price is \$ _____

AND Expenses are:

Payoff of Mortgage*	\$	_____
Brokerage	\$	_____
Administrative Fee	\$	_____
Estimated Closing Cost	\$	_____
(Attorney***, transfer fees, tax pro-rations, title search, recording fee, etc. 1-1.5%)		
Estimated discount points**	\$	_____
Repair/reconditioning costs	\$	_____
Seller/Buyer Warranty Plan	\$	_____
Termite Clearance	\$	_____
Underwriting, tax service fee (FHA)	\$	_____
Septic Inspection	\$	_____
Courier Fee	\$	_____
Other	\$	_____
Total Pay Out is approximately	\$	_____
Approximate Net to Seller	\$	_____

This information is only an estimate based on current balances and discounts. **THESE ITEMS ARE SUBJECT TO CHANGE WITHOUT NOTICE AND ARE GOOD FAITH ESTIMATES ONLY.** A refund of the escrow may be due to the seller from the lender after closing.

***Payoff** Interest is paid in arrears; therefore, the principal balance is not the same as the payoff. Interest pay accrues from the date of the last mortgage payment through the last day of the month of closing. Add 30 days of interest to the principal balance to determine payoff. Includes any uncollected fees/charges and prepayment penalties.

**** Points** each "point" represents 1% of the new loan amount. This cost may be paid by either party. By paying points, the financing is made more attractive to the purchaser and may result in a quicker sale.

*****Attorney Fees** VA does not allow the veteran to pay attorney and some other fees. Please take adjust into account.

Seller _____ Date _____

DEVIATION FOR ADMINISTRATIVE FEE

This form must be submitted to the accounting office with the settlement statement when the "Administrative Fee" is not collected.

CHECK ONE:

- Corporate Relocation Seller/Buyer client. Relo Client's fee waived.
- Seller is a builder - Seller's fee waived.
- Seller is selling FSBO - Seller's fee waived
- Buyer is purchasing with FHA/VA financing. Buyer's fee waived.
- The sale is a lot. Buyer's & Seller's fee waived.
- Sale is less than \$40,000. Buyer & Seller fee waived.
- Seller of foreclosure sale. Seller's fee waived.
- Seller/Buyer of multiple properties (4 or more simultaneous or within 1 year)
- Prudential Associate or affiliated Company Employee. Fee Waived.
- Leases and Auctions. Buyer's & Seller's fee waived.

(Print Associates Name)

(Manager's Signature)

(Property Address)

(Date)

NOTICE REGARDING ADMINISTRATIVE FEE

Date: ____ / ____ / ____

To: _____ Closing Attorney / Officer

Address City ST ZIP

Fax Number: _____

Re: Property Address _____

Prudential Rowland Real Estate Associate: _____

Branch Office & Phone Number _____

We have been advised that you will be handling the closing for the PURCHASER
And? OR seller of the above-mentioned transaction.

Please note the following in your file regarding applicable charges for this closing:
A separate Administration Fee of \$249 is to be paid to Prudential Rowland Real Estate,
Inc. by _____ Buyer and/or _____ Seller.

Please reflected this charge on the settlement and issue a separate check to Prudential
Rowland Real Estate, Inc. at closing for the appropriate amount.

(This fee is/was disclosed in our listing agreement and purchased agreement.)

If you have further questions, please feel free to contact Prudential Rowland Real Estate,
Manager / Broker.

Sincerely,

Marc Adkins
Corporate Operations Manager