

# 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](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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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 1  
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	 Andrew Joseph Janecke	 Kitty M. Janecke
127	CLIENT/CUSTOMER Andrew Joseph Janecke	CLIENT/CUSTOMER Kitty M. Janecke
128	07/03/26 at 6:54 AM CDT	07/03/26 at 6:52 AM CDT
129	Date _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	Date _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm

*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. 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 Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

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