

BROKERAGE RELATIONSHIPS



BROKERAGE RELATIONSHIP DISCLOSURE FORM NOTICE OF NO BROKERAGE RELATIONSHIP



You should not assume that any real estate broker or selling licensee represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you decide on representation.

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you,

_____ and its Licensees
(Name of Real Estate Brokerage)

owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer;
3. Accounting for all funds entrusted to the licensee.

(Signature)

(Date)

(Signature)

(Date)



BROKERAGE RELATIONSHIP DISCLOSURE FORM TRANSACTION BROKER NOTICE



This form does not establish the terms of any agency or brokerage relationship agreement between the broker and buyer or seller.

As a transaction broker, _____ and its Licensees
(Name of Brokerage)

provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counter-offers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

(Signature)	(Date)	(Signature)	(Date)



BROKERAGE RELATIONSHIP DISCLOSURE FORM SINGLE AGENT NOTICE



This form sets forth the disclosure notices required by Florida law to be given by a real estate broker to all buyers and/or sellers with whom the broker engages in a single agency brokerage relationship. **This form does not establish the terms of any agency or brokerage relationship agreement between the broker and buyer or seller.** BUYER OR SELLER SIGNS BELOW FOR THE SOLE PURPOSE OF ACKNOWLEDGING RECEIPT OF THE FOLLOWING DISCLOSURE NOTICES:

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, _____ and its Licensees
(Name of Brokerage Firm)

owe you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

(Signature) (Date)

(Signature) (Date)



BROKERAGE RELATIONSHIP DISCLOSURE FORM CONSENT TO TRANSITION TO TRANSACTION BROKER



This form sets forth the disclosure and written consent required by Florida law for a Single Agent to transition to become a Transaction Broker. If you have entered into a Single Agent relationship and wish to consent for your Single Agent to act as a Transaction Broker, you must sign this form and attach it to the Single Agent Disclosure form.

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.

As a transaction broker, _____ and its Licensees
(Name of Brokerage)

provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

I agree that my agent may assume the role and duties of a transaction broker.

(Signature)

(Date)

(Signature)

(Date)



**BROKERAGE RELATIONSHIP DISCLOSURE FORM
DESIGNATED SALES ASSOCIATE FORM OF REPRESENTATION
(NON-RESIDENTIAL TRANSACTIONS ONLY)**



I. Use of Designated Sales Associate Form of Representation in Non-Residential Transactions:

Designated representation is a form of real estate agency in which one broker or brokerage company represents both the Seller and Buyer of a property in the same transaction by designating a separate sales associate known as a "Designated Sales Associate" to act as a single agent for each party. Florida law only permits the use of designated sales associates in a **non-residential real property sales transaction**, at the request of SELLER and BUYER, and where each party certifies assets of \$1 million or more.

II. Authorization of Designated Sales Associate Form of Representation: I certify that I have assets of \$1 million or more and request that
 Broker: _____ use the Designated Sales Associate form of representation.

III. Duties of Designated Sales Associate: By law, Broker and each Designated Sales Associate shall have the following duties.

FLORIDA LAW PROHIBITS A DESIGNATED SALES ASSOCIATE FROM DISCLOSING, EXCEPT TO THE BROKER OR PERSONS SPECIFIED BY THE BROKER, INFORMATION MADE CONFIDENTIAL BY REQUEST OR AT THE INSTRUCTION OF THE CUSTOMER THE DESIGNATED SALES ASSOCIATE IS REPRESENTING. HOWEVER, FLORIDA LAW ALLOWS A DESIGNATED SALES ASSOCIATE TO DISCLOSE INFORMATION ALLOWED TO BE DISCLOSED OR REQUIRED TO BE DISCLOSED BY LAW AND ALSO ALLOWS A DESIGNATED SALES ASSOCIATE TO DISCLOSE TO HIS OR HER BROKER, OR PERSONS SPECIFIED BY THE BROKER, CONFIDENTIAL INFORMATION OF A CUSTOMER FOR THE PURPOSE OF SEEKING ADVICE OR ASSISTANCE FOR THE BENEFIT OF THE CUSTOMER IN REGARD TO A TRANSACTION. FLORIDA LAW REQUIRES THAT THE BROKER MUST HOLD THIS INFORMATION CONFIDENTIAL AND MAY NOT USE SUCH INFORMATION TO THE DETRIMENT OF THE OTHER PARTY.

Each Designated Sales Associate shall represent SELLER and BUYER as a single agent, whose duties are imposed by law and set forth below.

IV. Single Agent Notice: IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO ALL POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or sales associate represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES. As a single agent, Broker named above and its Associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

 (Seller's Signature) (Date) (Buyer's Signature) (Date)

 (Seller's Signature) (Date) (Buyer's Signature) (Date)

 (Authorized Broker's Signature) (Date) (Brokerage Firm Name)

COMPENSATION



BUYER BROKER EXCLUSIVE AGREEMENT



THIS BUYER BROKER EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into between:

("BUYER") _____ and

("BROKER") _____.

1. BROKER'S ROLE. BROKER is hereby retained to assist BUYER in acquiring an interest in, or right to use real property. BROKER will: (A) consult with BUYER to discuss property requirements, financing alternatives, possession time schedules, financial capabilities, and acquisition and negotiation strategies, (B) assist in obtaining available information of material nature relative to desired properties, (C) make BROKER's best efforts to identify and locate properties suitable to purchase, (D) assist BUYER in presenting and negotiating contract offers on desired properties, and (E) monitor contract and closing deadlines. BUYER understands that other potential buyers may consider, make offers on, or purchase through BROKER the same or similar properties as BUYER is seeking to acquire.

2. BROKERAGE RELATIONSHIP. BROKER, or selling licensee of BROKER, has informed and disclosed to BUYER the brokerage relationship between BROKER and BUYER. "BROKER" shall include all real estate brokers, selling licensees, brokerage corporations, or business entities involved in this transaction. BROKER's required disclosure notices have been provided to BUYER and the brokerage relationship is _____.

(If left blank, transaction broker relationship shall apply.)

3. BUYER'S ROLE. BUYER agrees to: (A) work exclusively with BROKER during the term of this Agreement and be available to evaluate and/or view properties exclusively with BROKER and not any other broker, selling licensee, owner, builder, etc., (B) refer to BROKER all inquiries in any form from any source regarding any potential properties for sale or lease, (C) provide reliable information including financial information necessary for the performance of this Agreement, (D) provide to BROKER general information regarding location, price range, amenities, and any other information needed to help identify desired properties, and (E) on all occasions to notify other brokers and third parties of the existence of this Agreement and BROKER's exclusive brokerage relationship with BUYER.

4. TERM OF AGREEMENT. BUYER engages and grants BROKER the exclusive right and authority to negotiate for the purchase, lease, or other acquisition of a legal or equitable interest in or right to use the real property during the term of this Agreement, which shall commence on _____ ("Commencement Date") and shall terminate on _____ ("Termination Date"). The Commencement Date shall be the date this Agreement is signed by BUYER if no Commencement Date is inserted. The Termination Date shall be 180 calendar days from the Commencement Date in the event no Termination Date is inserted. If BUYER enters into a contract to purchase or lease any property prior to the Termination Date, this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease. If during the _____ day period after the Termination Date, BUYER enters into a contract to purchase or lease any property identified to BUYER during the term of this Agreement, then BUYER will pay BROKER's Compensation, and this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease.

5. BROKER'S COMPENSATION. BROKER shall receive compensation in the amount of [FILL IN THE APPROPRIATE % AND/OR AMOUNT] _____% of the purchase price and \$_____ OR a flat fee of \$_____ for each property (and any included Personal Property) purchased by BUYER, and/or a leasing compensation in the amount of _____% of all gross rents and \$_____ OR a flat fee of \$_____ for any lease entered into by BUYER as tenant ("BROKER's Compensation"). BROKER's Compensation shall be paid on any real property purchased, placed under contract, leased or optioned by BUYER, or by any person, entity, assignee, successor in interest or nominee of BUYER acting on behalf of BUYER, irrespective of whether BROKER actually showed, located, introduced or wrote any offer or agreement with respect to any such property or properties under the terms of this Agreement. BROKER's Compensation shall be deemed earned and fully payable upon the closing of title, or BUYER's right to occupy and/or control the property, or upon the event of BUYER's default under any agreement to purchase or rent the subject property, whichever comes first. If BROKER's Compensation is not paid in full by the seller's or landlord's broker to BROKER under terms of any REALTOR® MLS or other offer of compensation, BUYER will pay or assist in ensuring that BROKER's Compensation is collected from the seller/landlord or otherwise paid to BROKER from the proceeds of the transaction at the closing or consummation thereof. If any compensation paid by seller and/or landlord to BROKER exceeds the amount of BROKER's Compensation set forth herein, BROKER shall

be entitled to accept any such excess compensation. If any compensation paid by the Seller to BROKER is less than the BROKER's Compensation due BROKER under this Agreement, BUYER shall pay the difference to BROKER at closing.

- 6. **DEFAULT.** If BUYER fails to pay BROKER's Compensation, BUYER hereby grants to BROKER a lien upon any property or properties purchased or acquired or the rents or income accruing from any such property or properties subject to this Agreement, which lien can be foreclosed in the same manner as a mortgage or security agreement placed upon said real property, and which lien shall survive termination of this Agreement.
- 7. **HOLD HARMLESS.** BUYER acknowledges and agrees that BROKER is not an expert in matters including, but not limited to law, taxation, surveying, structural conditions, engineering, financing, hazardous materials, etc. BUYER acknowledges that BUYER has been advised to seek professional expert assistance and advice in these and other areas of professional expertise. If BROKER provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that BROKER does not warrant or guarantee the services and/or products. BUYER also agrees to hold BROKER harmless from liability resulting from incomplete and/or inaccurate information provided by BUYER to BROKER. BUYER agrees to indemnify BROKER against all claims, damages, losses, expenses, or liability arising from the handling of earnest money by anyone other than BROKER.
- 8. **FAIR HOUSING/EQUAL OPPORTUNITY.** BROKER shall provide the above services and make properties available to BUYER without regard to race, color, national origin, sex, handicap, , familial status, religion, sexual orientation or any protected class under applicable federal, state and local fair housing laws.
- 9. **ATTORNEY FEES AND COSTS.** In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the non-prevailing party, at all trial and appellate levels.
- 10. **SURVIVABILITY.** All provisions of this Agreement which by their nature or context require performance or provide rights after the Termination Date of this Agreement shall survive this Agreement.
- 11. **COOPERATING BROKER DISCLOSURE.** As required by the National Association of REALTORS®, BROKER's policy is to cooperate with other real estate brokers in the marketplace to the fullest extent possible, regardless of their brokerage relationship, provided that such cooperation is in accordance with the instructions from BUYER.
- 12. **OTHER TERMS AND CONDITIONS.**

"Note: Video and/or audio surveillance with recording capability may be in use on any property viewed by buyer. Conversations should not be considered private".

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

(Buyer's Printed Name) (Buyer's Printed Name)

Buyer's Mailing Address: _____

Buyer's Contact: (Home) _____ (Office) _____ (Cell) _____ (Fax) _____

Email Address: _____ Property Telephone: _____

(Authorized Broker's Signature)

Selling Brokerage: _____ Selling Licensee's Printed Name: _____



BUYER AGREEMENT FOR BROKER COMPENSATION



BUYER(s): _____

BROKER: _____

BUYER understands that, at the closing of any property purchased by BUYER through BROKER's services, BROKER may receive some of BROKER's compensation paid by the listing broker of any such property and some of BROKER's compensation will be paid by BUYER.

In consideration of the brokerage services performed by BROKER for BUYER, it is agreed that at the closing of any property purchased by BUYER through the brokerage services of BROKER, BUYER shall pay to BROKER the following sum as broker compensation in the amount of:

\$ _____

It is understood and agreed that this broker compensation shall be in addition to any brokerage compensation paid to BROKER by the listing broker of such property.

Note: Video and/or audio surveillance with recording capability may be in use on any property viewed by buyer. Conversations should not be considered private".

(Buyer's Signature) (Date) (Authorized Broker's Signature) (Date)

(Buyer's Signature) (Date) (Brokerage Firm Name)

(Name of Selling Licensee)



REFERRAL AGREEMENT BROKER TO BROKER



("REFERRING BROKER") _____ and

("REFERRAL BROKER") _____

agree as follows with respect to the following Customer:

_____.

1. REFERRING BROKER has referred Customer to REFERRAL BROKER in order for REFERRAL BROKER to provide brokerage services to Customer.
2. If REFERRAL BROKER is compensated or becomes entitled to compensation from any source for the provision of brokerage services to Customer on or before _____ {Insert Date}, REFERRAL BROKER shall pay to REFERRING BROKER, within 10 calendar days of REFERRAL BROKER's receipt of said compensation:
 - A. _____ % of:
 - the listing side compensation;
 - the selling side compensation.
 - B. Other compensation as follows: _____
3. Nothing herein shall be deemed to create or establish any brokerage relationship between either broker and Customer. REFERRAL BROKER and Customer shall establish their own brokerage relationship.

(Referring Broker's Signature) (Date) (Referral Broker's Signature) (Date)

(Referring Broker's Printed Name) (Referral Broker's Printed Name)

(Referring Brokerage Firm Name) (Referral Brokerage Firm Name)

(Address) (Address)

Telephone: _____ Telephone: _____

State/Country: _____ State/Country: _____

(Referring Broker's License Number) (Referring Broker's EIN Number) (Referral Broker's License Number)

(Referring Licensee's Printed Name) (Referral Licensee's Printed Name)



NEW CONSTRUCTION BROKER COMPENSATION DISCLOSURE FORM



BUYER: _____

BROKER: _____

SELLING LICENSEE: _____

Broker hereby discloses to buyers who enter into a building contract for construction on the buyer's home site, and to buyers of vacant residential home sites, that broker's compensation typically is paid by seller/builder/developer, on the purchase price of the home built on the buyer's home site or the purchase price of the purchased home site plus the home built on the home site.

Broker's duties to buyers relating to the home site sale and/or construction include those listed on the State of Florida required Brokerage Relationship Disclosure Forms provided to each buyer.

In addition, Broker may offer the following services to buyers:

- Information on builders
- Information on preferred builders' programs
- Communication enhancement with builder and other vendors
- Aid in coordinating closing

Broker may offer information regarding:

- | | |
|--------------------------------|---|
| • Options | • Pest & building inspectors |
| • Home site selection | • Lenders & appraisers |
| • Square footage | • Engineers or surveyors |
| • Floor plan | • Decorators |
| • Attorneys or title companies | • Other vendors as required by buyer(s) |

Broker's information and services are designed to assist or advise buyers as appropriate in order to help buyers achieve their desired result as regards new construction. Buyers always reserve final decision as to the selection of builders, vendors, and options and are free to accept or reject any recommendations from Broker. Buyer(s) holds Broker harmless from all claims, damages or liability regarding Broker's providing the above referenced information, assisting in coordinating or communicating with respect thereto, and for referral or recommendation of any builders, vendors, providers or options. Buyer agrees that assistance to the Buyer by Broker hereunder does not and will not make Broker responsible for the performance of any third parties.

(Buyer's Signature) (Date)

(Buyer's Signature) (Date)



SHOWING/COMMISSION AGREEMENT FOR SALE (NO BROKERAGE RELATIONSHIP)



This Agreement is entered into between:

("SELLER") _____ and

("BROKER") _____,

relating to the following described real property owned by SELLER ("Property"):

_____.

1. SELLER shall allow BROKER to show and/or market the Property and attempt to procure for SELLER a buyer on terms satisfactory to SELLER. SELLER acknowledges receipt from BROKER of the Notice of No Brokerage Relationship.

If BROKER procures a buyer with whom SELLER, within _____ calendar days after the date of this Agreement, enters into any contract to sell, option, or otherwise transfer any interest in the Property, SELLER shall pay to BROKER compensation equal to _____% of the purchase price thereof ("BROKER's Compensation"), payable at time of closing.

2. SELLER and BROKER agree and understand that BROKER does not represent SELLER in any capacity under this Agreement; however, BROKER owes to SELLER the following duties: (a) dealing honestly and fairly; (b) disclosing all known facts that materially affect the value of the Property which are not readily observable to the buyer; and (c) accounting for all funds entrusted to the licensee.

3. If any deposits paid by a buyer are retained by SELLER, 50% thereof, but not exceeding the full amount of unpaid BROKER's Compensation, including costs expended by BROKER, shall be paid to BROKER as full consideration for BROKER's services, and the balance shall be paid to SELLER.

4. If the transaction shall not be closed because of the refusal, failure, or inability of SELLER to perform, or if SELLER fails or refuses to enter into a contract with a ready, willing, and able buyer for the Property, for the following purchase price: \$ _____,

or upon any other price and terms or exchange to which SELLER may hereafter consent, then SELLER shall pay the full Compensation to BROKER as set forth herein upon demand by BROKER. In such event, this Agreement shall not be terminated, but shall continue in full force and effect during the term hereof. In the event SELLER fails or refuses to pay the Compensation after demand by BROKER, SELLER hereby grants to BROKER the right to place a lien on the Property, which lien shall survive termination of this Agreement, and which can be foreclosed in the same manner as a mortgage on real property.

5. **"Cautionary note regarding audio and/or video surveillance and recording devices:** There are Federal and Florida laws governing use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law. Seller agrees to inform broker in the event such devices are in active use on the property."

6. BROKER shall offer, show and make the Property available, and attempt to procure a buyer for the Property without regard to race, religion, color, sex, familial status, national origin, disability, or sexual orientation, in full compliance with federal, state and local fair housing laws.

7. In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs from the non-prevailing party.

8. Other Terms and Conditions: _____

(Seller's Signature) (Date)

(Authorized Broker's Signature) (Date)

(Seller's Signature) (Date)

(Brokerage Firm Name)

(Listing Licensee's Printed Name)

LISTING CONTRACTS



LISTING OF RESIDENTIAL IMPROVED PROPERTY EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT



1 THIS LISTING OF RESIDENTIAL IMPROVED PROPERTY EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT (this "Listing
2 Contract") is made and entered into between:

3 ("SELLER") _____ and

4 ("BROKER") _____.

5 SELLER hereby gives BROKER the EXCLUSIVE RIGHT AND AUTHORITY TO SELL the real property described below and all non-leased fixtures
6 (the "Real Property"), together with the following items existing on the Effective Date of the Sales Contract: built-in appliances and beverage
7 cooler(s)/dispenser(s), attached lighting; ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-
8 visual, home entertainment and/or home sound systems including all operational components and software; hurricane/storm shutters and panels;
9 central vacuum system including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system
10 including cameras; drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment,
11 and _____

12 _____

13 (the Real Property and the above items are collectively referred to as the "Property"), and together with the following personal property existing on
14 the Effective Date of the Sales Contract: refrigerator(s); range(s), dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains, blinds,
15 shades and other window treatments; garage door opener(s)/remote(s); keys, fobs and other access devices (including to community property); pool
16 or solar cover; child pool safety fence, and automated pool cleaning equipment; and
17 _____

18 _____,

19 and the additional personal property, if any listed on the attached inventory or list (the "Personal "Property").

20 for a period of time commencing on _____ ("Commencement Date"), and terminating on
21 _____ ("Termination Date"). The Commencement Date shall be the date this Listing Contract is
22 signed by SELLER if no Commencement Date is inserted. The Termination Date shall be 270 days from the Commencement Date if no Termination
23 Date is inserted. If SELLER, prior to the Termination Date, enters into a contract to convey SELLER's interest in the Property, the Termination Date
24 and this Listing Contract shall automatically be extended until the earlier of the closing or termination of said contract.

25 The following items are excluded: _____

26 _____

27 **1. THE PROPERTY.**

28 **A.** Property Interest: SELLER represents that SELLER owns the Property, or has an equitable or proprietary interest in, an exclusive right to
29 use, or a contractual right to acquire the Property, and has the right to sell and convey the Property, or has the right to sell and convey SELLER's
30 interest in, exclusive right of use of, or right to acquire the Property. SELLER is advised to seek legal counsel to confirm the exact nature, validity and
31 transferability of SELLER's interest in the Property and SELLER's representations set forth herein.

32 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # _____, Garage(s) # _____,
33 Cabana(s) # _____, Storage Locker(s) # _____, Boat Dock(s) or Slip(s) # _____, or other common elements or common areas to which
34 SELLER has an exclusive right of use and the right to convey.

35 B. Property Legal Description: _____

36 _____ County: _____

37 C. Property Address: _____

38 D. Property Tax Identification Number: _____

39 _____

40 E. Reserve account balances, if any.

41 **2. PURCHASE PRICE AND TERMS.**

42 This EXCLUSIVE RIGHT AND AUTHORITY TO SELL shall be for the following purchase price:

43 \$ _____, or upon any other price and terms or exchange to which SELLER may hereafter consent.

44 **3. BROKER OBLIGATIONS.**

45 In consideration of the granting of this EXCLUSIVE RIGHT AND AUTHORITY TO SELL, the BROKER agrees as follows:

46 A. To become informed about the Property.

47 B. To make an earnest and continuing effort to sell the Property. However, this Listing Contract does not guarantee that such efforts will result
48 in a sale of the Property, and SELLER affirms that no such sale assurances or guarantees have been made or implied by BROKER.

49 C. To promote the Property as BROKER deems appropriate.

50 D. To keep SELLER informed as to BROKER's efforts in achieving a sale and closing of the Property.

51 E. To take reasonable precautions to prevent damage in the process of showing the Property or in permitting others to show the Property.

52 F. To distribute such information relating to the Property as BROKER deems appropriate to other real estate brokers, and to invite the
53 cooperation of such brokers in procuring a buyer for the Property. In the event a buyer is procured by another real estate broker (the "Cooperating
54 Broker"), BROKER will assist the Cooperating Broker to complete the sale and shall compensate the said Cooperating Broker as provided in this
55 Listing Contract.

56 G. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) shall enter this listing of this Property into the
57 Multiple Listing Service(s) ("MLS") within 5 business days of the Commencement Date or (2) shall not enter this listing of this Property into the
58 MLS.

59 H. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) shall (2) shall not disclose the existence of
60 offers on the Property to buyers and/or Cooperating Brokers. If disclosure is authorized and if asked, BROKER shall disclose whether the offers were
61 obtained by the listing licensee, another licensee of BROKER, or by a Cooperating Broker.

62 I. INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN EACH
63 CASE]: SELLER agrees that the Property (1) may or (2) may not be displayed on the internet. SELLER acknowledges that if (2) above is
64 selected, consumers who search the internet will not see information about the Property in response to their search. If the SELLER selects option (1)
65 above, SELLER further agrees as follows: that the address of the Property (1) may or (2) may not be displayed on the internet. Real estate
66 brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers, customers or clients
67 (1) may or (2) may not display an automated estimated valuation of the Property on such websites; and (1) may or (2) may not
68 enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the websites.

69 J. To install and use a lockbox on the Property if authorized by SELLER. SELLER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL
70 APPLY]: (1) does or (2) does not authorize BROKER to install and use a lockbox on the Property. If SELLER authorizes use of a lockbox,
71 SELLER acknowledges that a lockbox is not intended or designed to act as a security device to prevent unauthorized access to the Property. The
72 lockbox is intended to facilitate marketing of the Property by other real estate licensees who participate or subscribe to any multiple listing service in
73 which BROKER is a participant or subscriber. SELLER hereby releases BROKER, any real estate association, or multiple listing services, and any
74 members, participants or subscribers of such organizations from any liability for any injuries, losses, expenses or costs incurred by SELLER by
75 reason of unauthorized access to the Property resulting from use of the lockbox.

76 K. BROKERAGE RELATIONSHIP. BROKER, or licensee of BROKER, has informed and disclosed to SELLER the brokerage relationship
77 between BROKER and SELLER. BROKER's required disclosure notice(s) have been provided to SELLER and the brokerage relationship is:

78 _____ (If left blank, transaction broker relationship shall apply.)

79 L. BROKER, and any cooperating broker or other legally authorized escrow agent, are authorized to accept and hold in escrow all deposit
80 monies paid on the purchase of the Property, and the duties of any escrow agent relative thereto shall be in accordance with the applicable laws of
81 the State of Florida and regulations of the Florida Real Estate Commission.

82 **4. SELLER OBLIGATIONS.**

83 In consideration of the obligations of the BROKER, the SELLER agrees:

84 A. To refer immediately to BROKER all inquiries about the Property, whether those inquiries are from other brokers or any other persons or
85 entities.

86 B. To provide BROKER, or those working by or through BROKER, access to any improvements on the Property for the purpose of inspection
87 or presentation to prospective purchasers at reasonable hours, and to otherwise cooperate with BROKER in carrying out the purposes of this
88 Listing Contract.

89 C. To inspect the Property from time to time and prior to any scheduled inspections and presentations, to detect and remove any safety
90 hazard or unsafe conditions on the Property, and to otherwise take all reasonable actions and precautions to minimize risk of injury to
91 BROKER, cooperating brokers, prospective purchasers, and authorized agents of said parties occurring on the Property. BROKER shall
92 not be liable to SELLER for any personal injury, losses or damage suffered by cooperating brokers, prospective purchasers and authorized
93 agents of said parties or any other third parties lawfully on the Property, or for any theft of SELLER's property by any of said other parties
94 while on the Property. SELLER shall hold BROKER harmless and indemnify BROKER from and against any and all such liability, except
95 with respect to liability caused by BROKER's gross negligence or intentional wrongdoing.

96 D. To comply with all applicable statutory and regulatory disclosure requirements.

97 E. To provide BROKER with all relevant information relating to the Property, including facts and conditions known to SELLER which materially
98 affects the value of the Property. SELLER shall inform BROKER of any obligations which may affect SELLER's or BROKER's performance
99 under this Listing Contract, and shall provide to BROKER copies of any documents containing said obligations, including, but not limited to
100 current lease(s), expired lease(s) or lease purchase options which impose a continuing liability upon SELLER to pay compensation to a party
101 other than BROKER in the event a previous tenant/lessee purchases the Property.

102 F. To provide BROKER with a complete copy of SELLER's existing owner's title policy, if available, and unless the Property is a
103 condominium or cooperative unit, complete copies of any survey and Elevation Certificate of the Property which has been certified to
104 SELLER, if available.

105 G. If the listing is entered into MLS, SELLER authorizes BROKER to provide MLS with (1) factual data about the physical characteristics of the
106 Property; (2) timely notice of status changes relating to the listing; (3) pending sales information (excluding price); and (4) the closed sales price
107 upon the sale of the Property. SELLER grants to BROKER the right to authorize MLS to incorporate the aforementioned information into its
108 database. SELLER and BROKER acknowledge and agree that all database compilations are owned exclusively by MLS, which shall have the
109 sole and exclusive right to license access to the data in the database, including data about the Property, as MLS deems appropriate.

110 H. To permit interior and exterior photographs and/or videos of the Property to assist the Broker in marketing the Property.

111 I. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any
112 materials or content developed by BROKER, or by third parties acting on Broker's behalf, for use in marketing the Property, including, but not
113 limited to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing
114 information, and other copyrightable elements relating to the Property ("Marketing Materials"). SELLER further grants to BROKER a royalty-
115 free, perpetual, and irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by SELLER
116 to Broker for use in marketing the Property. SELLER warrants that any such Marketing Materials provided by SELLER to BROKER do not
117 violate or infringe upon the intellectual property or other rights of any other person or entity.

118 J. **"Cautionary note regarding audio and/or video surveillance and recording devices:** There are Federal and Florida laws governing
119 use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law.
120 Seller agrees to inform broker in the event such devices are in active use on the property."

121 BROKER COMPENSATION (the "Compensation"):

122 (1) To pay BROKER [FILL IN THE APPROPRIATE % AND/OR AMOUNT]: _____ % of the purchase price
123 and \$ _____ OR a flat fee of \$ _____ if a buyer who is ready, willing and able to purchase the Property is
124 procured.

125 (2) To pay BROKER [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT]: _____ % of the gross rent
126 and \$ _____ OR a flat fee of \$ _____ if the Property is leased during the term of this Listing Contract,
127 unless SELLER is party to a valid Exclusive Right and Authority to Lease Agreement pertaining to the Property as of the Commencement Date of
128 this Listing Contract. Whether or not SELLER was a party to a valid Exclusive Right and Authority to Lease Agreement for the Property, if the tenant
129 purchases the Property during his tenancy or within _____ months following termination of his tenancy, BROKER shall be paid the
130 Compensation set forth herein at the time of the closing of any sale to such tenant.

131 (3) Cooperating Broker Compensation. BROKER has explained to SELLER:

132 (a) BROKER's policy regarding cooperation with and compensation to other real estate brokers who may be invited to assist in
133 procuring a buyer for the Property;

134 (b) that buyer agents and brokers, even if compensated by BROKER or SELLER, may represent the interests of a buyer. Upon
135 receipt by BROKER of the Compensation provided above in this paragraph, BROKER shall pay to any such Cooperating Broker [SELECT ONE
136 AND FILL IN APPROPRIATE % OR AMOUNT]: _____ % of the purchase price or flat fee of \$ _____, with BROKER
137 retaining the balance of the total Compensation to be paid by SELLER as set forth herein. BROKER's offer to cooperate with and compensate other
138 brokers shall extend to the following types of brokers: [CHECK ALL THAT APPLY IF NONE ARE SELECTED, ALL SHALL APPLY]:
139 Transaction Brokers; Single Agents; No Brokerage Relationship.

140 (4) SELLER understands and agrees that the Compensation shall be paid by SELLER to BROKER in the event that any sale, exchange
141 or transfer of any interest or agreement to transfer any interest in the Property (excluding involuntary foreclosure) occurs during the term of this
142 Listing Contract, whether such transaction, sale, exchange, transfer or agreement is procured or accomplished through BROKER or by or through
143 any other person or entity, including SELLER.

144 (5) BROKER shall be paid the Compensation by SELLER if the Property, or any interest therein or right of use or right to purchase, is
145 sold, contracted to be sold, or otherwise transferred within _____ days after the Termination Date to anyone with whom BROKER, or those
146 working by or through BROKER, or SELLER has had contact regarding the Property prior to the Termination Date. However, the obligation to pay
147 Compensation to BROKER shall cease if SELLER enters into bona fide Exclusive Right and Authority to Sell Contract with another licensed real
148 estate broker to become effective after the Termination Date and a sale, lease, exchange, transfer or contract to sell the Property is made during the
149 term thereof.

150 **5. SELLER SALES CONTRACT OBLIGATIONS.**

151 In the event BROKER secures a buyer for the Property, and unless the sales contract provides otherwise, SELLER agrees to the following:

152 A. To provide and pay for the following when applicable:

153 (1) the title evidence or credit as specified in the sales contract; (2) if the Property is located in Lee or Charlotte County, the premium for the
154 owner's title insurance policy, and the charges for title search and title continuation through the date of deed recording; (3) preparation of statutory
155 warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with warranties of ownership and freedom from encumbrances,
156 condominium/homeowner association estoppel letter(s), BROKER and Cooperating Broker compensation verifications, tenant estoppel letter(s),
157 copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form sufficient to allow
158 "gap" coverage by title insurance; (4) mortgage payoff letter(s) from existing lender(s); (5) documentary stamp tax on deed; (6) BROKER's
159 compensation (to be disbursed by closing agent at closing); (7) utility services to the Closing Date; (8) any condominium/homeowner association
160 special assessments and governmentally imposed liens or special assessments which are SELLER's obligation under the provisions of Paragraph
161 8; (9) SELLER's attorney's fees (10) if SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing
162 and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto; (11) reimbursement of pre-paid
163 estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees associated with transfer(s) of SELLER proceeds and/or payoff(s).
164 Unless the Property is a condominium or cooperative, SELLER will provide a complete copy of any survey of the Property in SELLER's possession
165 and which has been certified to SELLER (together with flood elevation certificate, if applicable), and if to SELLER's knowledge there are no
166 improvements or encroachments currently located on the Property other than as shown on SELLER's survey, SELLER will sign an Affidavit of "No
167 Change" affirming same to the Buyer.

168 B. To convey marketable title by general or special warranty deed, or if a cooperative apartment, by applicable conveyancing instruments, free
169 and clear of all liens and encumbrances, except those items which the Buyer agrees to assume.

170 C. To deliver possession and occupancy of the Property on the Closing Date.

171 D. To prorate the following:

172 (1) real and personal property taxes based on the current year, if available. If not available, the taxes shall be based on the TRIM "Your Taxes
173 This Year if PROPOSED Budget is Adopted" amount and current year non-ad valorem amount(s), if available or prior year non-ad valorem amounts
174 if current year not available. If neither the current year tax nor TRIM amounts are available, the taxes shall be based on the prior year's bill (without
175 discount or exemptions no longer available in the year of closing) and prorated upon receipt of the actual tax bill if requested by either party. If
176 completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which did not
177 exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year taxable value
178 of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable value is not fixed,
179 the taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the purchase price;
180 (2) interest on any assumed indebtedness; (3) rent; (4) condominium/homeowner association assessments and CDD/MSTU operating and
181 maintenance assessments; (5) county waste assessments; (6) appliance service contracts assumed by the Buyer; and (7) propane gas.

182 E. To grant to the Buyer at closing a credit equivalent to the amount of any security deposit and prepaid rents held by SELLER, and any
183 accrued interest thereon, or alternatively to convey or assign the Buyer ownership or an assignment of the account in which the deposits and prepaid
184 rents, and any accrued interest thereon, are held.

185 **6. SELLER'S DISCLOSURES.**

186 **A.** SELLER represents and warrants that (1) to the best of SELLER's knowledge no other party has a legal or equitable ownership interest in
187 the Property (If SELLER's interest in the Property is equitable or proprietary, or SELLER has the exclusive right to use, or has a contractual right to
188 acquire the Property, another party may have an interest in the Property); and (2) SELLER has the authority to enter into this Listing Contract.

189 **B.** SELLER acknowledges and understands that if SELLER knows of facts or conditions materially affecting the value of the Property, which
190 are not readily observable, SELLER has an obligation to disclose all such facts and conditions to a buyer and to BROKER. All such known facts and
191 conditions shall be set forth in writing in "Other Terms and Conditions", or by written document attached hereto and presented at the time of
192 execution of this Listing Contract. SELLER has fully reviewed this Listing Contract and the information relevant to the Property (as shown in the
193 listing information herein and/or the SELLER's Disclosure Statement, if applicable), and SELLER warrants, to the SELLER's best knowledge, the
194 accuracy of the information. SELLER agrees to indemnify and hold harmless BROKER and those relying thereon for damages resulting from the
195 inaccuracy of the information, facts and conditions provided.

196 **C.** SELLER does or does not elect to complete a seller's disclosure form. In the event that a seller's disclosure form is completed,
197 SELLER agrees to update the disclosure form from time to time as the condition of the Property warrants.

198 **D.** SELLER is or is not a foreign person or entity as defined in the Internal Revenue Code. If SELLER is a foreign person or entity,
199 SELLER may be subject to Internal Revenue Service withholding requirements at closing.

200 **E.** SELLER shall provide a "Homeowners' Association Disclosure Summary" to prospective buyers for each mandatory homeowners'
201 association(s) as required by law.

202 **F.** SELLER is or is not aware of any past casualty insurance claims made for damage to or upon the Property.

203 **G. LEAD-BASED PAINT:** Construction of the residence on the Property was commenced: prior to 1978 OR 1978 or later. If construction
204 of the residence was commenced prior to 1978, SELLER and BROKER must complete and attach the form "Licensee Notice to
205 SELLER/Landlord Complying with the Lead-Based Paint Law." SELLER does or does not have knowledge of lead-based paint or lead-
206 based paint hazards in the residence. SELLER does or does not have documentation confirming the presence or absence of
207 lead-based paint or lead-based paint hazards.

208 **H.** If the Property is located in unincorporated Collier County, SELLER acknowledges receipt of the Collier County Code Compliance
209 Residential Program brochure.

210 **7. COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT.**

211 The Property is or is not located within a community development district (CDD) and/or municipal service or benefit taxing unit (MSTU).
212 If the Property is located within either a CDD or MSTU, SELLER shall complete and deliver to BROKER the Addendum to Listing Contract
213 CDD/MSTU Taxes and Assessments.

214 **8. CONDOMINIUM/HOMEOWNER ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS.** SELLER
215 shall pay the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special
216 assessments (other than CDD/MSTU assessments which are addressed in the Addendum to Listing Contract CDD/MSTU Taxes and
217 Assessments, if applicable), which on or before the Effective Date are a lien or a special assessment that is certain as to (a) the identity of the
218 lienor or assessor, and (b) the property subject to the lien or special assessment, and (c) the amount of the lien or special assessment. If as of
219 the Effective Date there are any pending liens or special assessments (liens or special assessments other than those described above) which
220 are not SELLER's obligation as set forth above and which were not disclosed in writing to BUYER by SELLER prior to or concurrent with the
221 execution of this Contract, and which exceed 1% of the purchase price, BUYER may terminate this Contract, unless SELLER agrees in writing to
222 pay the portion of such pending liens or special assessments in excess of 1% of the purchase price, and SELLER agrees to pay into escrow at
223 closing a reasonable sum to insure that the excess will be paid.

224 **9. DEFAULT.**

225 If the transaction shall not be closed because of the refusal, failure or inability of SELLER to perform, or if SELLER fails or refuses to enter into a
226 contract with a ready, willing and able buyer of the Property, SELLER shall pay the Compensation to BROKER in full upon demand by BROKER. In
227 such event, this Listing Contract shall not be terminated, but shall continue in full force and effect. If SELLER fails or refuses to pay BROKER's
228 Compensation after demand by BROKER, SELLER hereby grants to BROKER the right to place a lien on the Property, which lien shall survive
229 termination of this Listing Contract, and can be foreclosed in the same manner as a mortgage on real property. If deposits are retained by SELLER,
230 50% thereof, but not exceeding the full amount of the Compensation to BROKER, shall be paid to BROKER as full consideration for BROKER's
231 services, including costs expended by BROKER, and the balance shall be paid to SELLER.

232 **10. MISCELLANEOUS.**

233 **A.** The Property shall be offered, shown and made available for sale to all persons without regard to race, color, national origin, sex, handicap,
234 familial status, religion, sexual orientation or any protected class under applicable federal, state and local fair housing laws.

235 **B.** The laws of the State of Florida shall control in interpretation and enforcement of this Listing Contract. In the event any litigation or dispute
236 arises out of this Listing Contract, venue for resolution shall be the county where the Property is located, with the prevailing party entitled to recover
237 from the non-prevailing party reasonable attorney fees and court costs relating thereto.

238 C. This Listing Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties
239 hereto, their respective heirs, administrators, successors and assigns. This Listing Contract shall be binding and enforceable upon execution by
240 SELLER and BROKER (hereinafter the "Effective Date"), which shall be the last date either BROKER or SELLER signs or initials this Contract, and
241 which may be different than the "Commencement Date" of this Contract. Thereafter, this Listing Contract cannot be terminated or modified in any
242 manner, except by an agreement in writing, signed by SELLER and BROKER. Signatures and initials communicated by electronic or facsimile
243 transmission shall be binding.

244 D. A facsimile or electronic (including "pdf") copy of this Listing Contract and any signatures hereon shall be considered for all purposes as an
245 original. This Listing Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other
246 applicable laws.

247 E. This Listing Contract and any addenda and amendments hereto may be signed in counterparts, and said counterparts shall collectively
248 constitute the entire agreement of the parties.

249 **11. A. OTHER TERMS AND CONDITIONS:**

250 _____
251 _____
252 _____
253 _____

254 **B. ADDENDUM: The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:**

255 _____
256 _____

257 To the extent such Addendum/Addenda terms conflict with the terms of this Listing Contract, the Addendum/Addenda terms shall control.

258 IN WITNESS WHEREOF, SELLER and BROKER hereto have executed this Listing Contract on the day and year below provided, with each
259 party acknowledging receipt of a copy thereof.

(Seller's Signature) (Date) (Seller's Signature) (Date)

(Seller's Printed Name) (Seller's Printed Name)

Seller's Mailing Address: _____

Seller's Contact: (Home) _____ (Office) _____ (Cell) _____ (Fax) _____

Email Address: _____ Property Telephone: _____

(Authorized Broker's Signature) (Date) (Listing Licensee's Printed Name)

Brokerage Firm Name: _____



ADDENDUM TO LISTING CONTRACT



This Addendum is to the Listing Contract entered into between:

("SELLER") _____ and

("BROKER") _____ ,

relating to the following described real property ("Property"):

_____ .

The following terms are hereby incorporated into and made a part of the Listing Contract:

(Seller's Signature) (Date)

(Authorized Broker's Signature) (Date)

(Seller's Signature) (Date)

(Brokerage Firm Name)

(Listing Licensee's Printed Name)



AMENDMENT TO LISTING CONTRACT CHANGES



MLS NUMBER: _____

This Amendment is to the Listing Contract dated _____ {Insert Date} between:

("SELLER") _____ and

("BROKER") _____,

relating to the following described real property ("Property"):

For good and valuable consideration, the Listing Contract is amended as follows:

A) **PRICE CHANGE:** Listing offering price \$ _____ is changed to \$ _____
(present price) (new price)

B) **EXTENSION:** The Listing Contract is extended through _____ ("Termination Date")
(Insert Date)

C) **WITHDRAWAL FROM MLS:** The MLS Status shall be changed from Active to Withdrawn effective
_____ (Insert Date)

SELLER UNDERSTANDS THAT THIS WITHDRAWAL DOES NOT IN ANY WAY VOID THE LISTING CONTRACT ON THE PROPERTY AND DOES NOT RELEASE SELLER FROM THE OBLIGATIONS OF THE CONTRACT.

D) **RETURN TO ACTIVE:** The MLS Status shall be changed from Withdrawn to Active effective
_____ (Insert Date).

E) **OTHER:** _____

(Seller's Signature) (Date)

(Authorized Broker's Signature) (Date)

(Seller's Signature) (Date)

(Brokerage Firm Name)

(Listing Licensee's Printed Name)



ADDENDUM TO LISTING CONTRACT LIMITED BROKERAGE SERVICES



This Addendum is to the Listing Contract entered into between:

("SELLER") _____ and

("BROKER") _____,

relating to the following described real property ("Property"):

BROKER is retained and authorized by SELLER to perform only those specific BROKERAGE SERVICES checked below, and none of the other services set forth in Paragraph 3 of the Listing Contract:

- Pricing Assistance: BROKER shall provide a comparable market analysis, broker price opinion or similar market data to assist SELLER in pricing the Property consistent with the parties' agreed brokerage relationship. If not checked, SELLER shall independently determine price and terms.
- Advertise the Property: BROKER shall advertise the Property in media deemed appropriate by BROKER, post signage and promotional information upon the Property as permitted, and produce and provide marketing materials relating to the Property. If not checked, SELLER shall handle all advertising.
- Provide Signage: BROKER shall furnish SELLER with BROKER's signage which SELLER may place upon the Property as permitted. If not checked, SELLER shall post own signage as permitted.
- Offer of Cooperation/Compensation to Other Brokers: BROKER shall seek the cooperation of other brokers in procuring a buyer and share BROKER's Compensation with any Cooperating Broker as set forth in the Listing Contract. If not checked, no other brokers shall be invited or compensated.
- Multiple Listing Service: BROKER shall enter information on the Property in the local Multiple Listing Service(s) ("MLS") and on related internet websites.
- Reciprocal Broker Websites: Information on the Property entered by BROKER in the MLS may also be displayed on the websites of other participating brokers.
- Open Houses: BROKER may, as deemed appropriate, advertise and hold the Property open for public viewing at reasonable times arranged with SELLER. If not checked, open houses may be held by SELLER.
- Show Property: BROKER shall show or allow cooperating brokers access to the Property for showing to prospective buyers. Unless specifically required by SELLER, BROKER shall not be required to accompany cooperating brokers showing the Property. If not checked, SELLER shall show Property.
- Lockbox: BROKER shall install a lockbox on the Property to allow access to cooperating brokers for viewing and showing the Property. If not checked, SELLER shall arrange all access to Property.
- Present Offers: BROKER shall receive and promptly present all purchase offers to SELLER. If not checked, all offers shall instead be presented directly to SELLER.
- Contract Negotiation: BROKER shall assist SELLER in negotiating offers or counter-offers with prospective buyers or brokers. If not checked, SELLER shall negotiate all offers and resulting contracts.
- Transaction Assistance: BROKER shall assist SELLER in satisfying contract obligations and facilitate closing. If not checked, SELLER shall not be assisted by BROKER in the course of the transaction.
- Other: _____

It is understood that BROKER shall be obligated to provide SELLER with only those specific services checked above. All other terms and conditions of the Contract shall remain in full force and effect.

(Seller's Signature) (Date) (Authorized Broker's Signature) (Date)

(Seller's Signature) (Date) (Brokerage Firm Name)

(Listing Licensee's Printed Name)



TERMINATION OF LISTING CONTRACT



MLS NUMBER: _____

The Listing Contract dated _____ {Insert Date}

by and between _____ (“SELLER”)

and _____ (“BROKER”),

relating to the real property legally described as (the “Property”):

is terminated effective _____ {Insert Date}

by mutual agreement of BROKER and SELLER. BROKER will promptly terminate the Property in the MLS.

The provisions of Paragraphs 4(l)(5) of the Listing Contract shall survive this termination.

(Seller's Signature) (Date)

(Authorized Broker's Signature) (Date)

(Seller's Signature) (Date)

(Brokerage Firm Name)

(Listing Licensee's Printed Name)



ADDENDUM TO LISTING CONTRACT CDD/MSTU TAXES AND ASSESSMENTS



SELLER: _____

Property: _____

I. Acknowledgment:

SELLER hereby acknowledges that unless a buyer agrees to assume same, SELLER will be obligated at closing to pay in full the outstanding balance owing on any non-ad valorem (e.g. Municipal Services Tax Unit) special assessment, or community development district special tax or assessment that is fixed as a lien certain on the Property as of the Effective Date of the Sales Contract. This payment obligation extends to the outstanding capital balance portion remaining on any such special tax or assessment. SELLER is urged to ascertain the existence of any such special tax or assessment liens upon SELLER's property, and to inquire specifically about any outstanding capital balances. The following contacts are provided for that purpose (subject to change without notice):

- **For Non-Ad Valorem (e.g. Municipal Service Tax Unit) special assessments:** Write to the Collier County Department of Revenue, 2802 N. Horseshoe Drive, Naples FL 34104. Provide your name, address and the property tax identification/folio number from your real estate tax bill. That department will mail you a statement showing any assessment capital balance.
- **For Community Development District (CDD) special taxes or assessments:** *[Note: CDDs may be ascertained online at www.FloridaSpecialDistricts.org. Click "Create own customized list" in the On-Line Menu, then select "Community Development" in the Functions menu and the appropriate county in the Counties menu, click "Create Report." The list of manager/assessment coordinators of local area CDDs as of the date of this form's publication is attached.]*

II. Disclosure:

SELLER hereby discloses and authorizes Broker to disclose to prospective buyers the following information that is true and correct to the best of SELLER's knowledge: [FOR THE APPLICABLE ITEM(S), CHECK THE BOX(ES) AND COMPLETE THE INFORMATION.]

1. The Property is located within the following Community Development District (CDD):

(Name of Community Development District)

- a. The approximate outstanding balance of the capital assessment is \$ _____ .
- b. The current annual installment payment of the capital assessment balance set forth in 1.a. is \$ _____ .
- c. The approximate current annual CDD operating and maintenance assessment amount is \$ _____ .

TOTAL: The combined current annual operating and maintenance and capital assessment amount is \$ _____ (1.b + 1.c). This amount is customarily included in the annual real estate tax bill for the Property but should be confirmed.

2. The Property is located within the following Municipal Services Taxing or Benefit District

(Name of Municipal Services Taxing or Benefit District)

- a. The approximate outstanding balance of the capital assessment is \$ _____ .
- b. The current annual installment payment of the capital assessment balance set forth in 2.a. is \$ _____ .
- c. The approximate current annual MSTU operating and maintenance assessment amount is \$ _____ .

TOTAL: The combined current annual operating and maintenance and capital assessment amount is \$ _____ (2.b + 2.c). This amount is customarily included in the annual real estate tax bill for the Property but should be confirmed.

(Seller's Signature)

(Date)

(Seller's Signature)

(Date)

THIS LIST IS PROVIDED AS A CONVENIENCE ONLY AND SHOULD NOT BE RELIED UPON FOR PURPOSES OF STATUTORY DISCLOSURES. ALL CDDs SHOULD BE INDEPENDENTLY VERIFIED.

CDDs AS OF JANUARY 1, 2017

CDD LIST AND CONTACTS	Collier(C) Lee(L)	
AJC Associates, Inc.	Fiddler's Creek (C) Fiddler's Creek II (C) Key Marco (C) Lely (Resort) (C) Mediterra South (C) Pelican Marsh/Tiburon (C) Bay Creek(Pelican Landing) (L) Bayside Improvement (L) Brooks of Bonita Springs (L) Brooks of Bonita Springs II (L) Mediterra North (L) Miromar Lakes (L) Parklands Lee (L) Parklands West (L) River Ridge (Pelican Sound) (L) University Square (L) Verandah East (L) Verandah West (L)	cddflorida.com
Billing, Cochran, Lyles, Mauro & Ramsey	Copperhead (L) Merrick Park (L)	Dennis Lyles-bclmr.com 954-764-7150
District Management Services	Cypress Shadows (L) (Preserve at Corkscrew) Corkscrew Farms (L)	813-397-5121
Gateway District	Gateway (L)	customercare@gatewaydistrict.org
Governmental Management Services	Pine Air Lakes (C) Bonita Village (L) Copper Oaks (L) Mirada (L) Portofino Cove (L) Portofino Springs (L) Portofino Vineyards (L) Treeline Preserve (L) Verona (L)	info@govmgtsvc.com 954-721-8681
Hart, Thomas B.	Renaissance (L)	941-334-2722
Hopping, Green & Sams, P.A.	Big Cypress (C) Tuscany Reserve (Talis Park) (C)	(877) 222-7598 or (850) 222-7500
Pelican Bay Services Div.	Pelican Bay MSTBU (C) Pelican Bay Lighting(C)	office@pelicanbayservicesdivision.net
Premiere District Management	Port of the Islands (C) Laguna Lakes (Jan. 2017) (L) Colonial Country Club (L)	Calvin Teague cteague@cddmanagement.com

	Habitat (Bella Terra) (L) Heritage Palms (L) Heritage Greens (C)	
Rizzetta & Co.	Bella Vida (L) CFM(Magnolia Landing) (L) Catalina at Winkler Preserve (L) Laguna Estates (L) Lucaya (L) Laguna Lakes (up to Jan.'17) (L) Paseo (L) Portico (L) River Hall(River Glenn) (L)	813-933-5571
SDS, Inc.	Ave Maria Stewardship Community District (Amscd.org)(C) Quarry (C) Verona Walk (C) Sail Harbour (L) Village Walk of Bonita Springs (L) Arborwood (L)	877-737-4922
Severn Trent North America	Cedar Hammock (C) Heritage Bay (C) Naples Heritage (C) Vasari (L)	Robert Koncar; bob.koncar@stservices.com
Stoneybrookesterocdd.com	Stoneybrook (L)	cdd@stoneybrookesterocdd.com
Ward, James P.	Flow Way (C) Wentworth Estates(Treviso Bay) (C) Palermo (L)	954-658-4900 JimWard@jpwardassociates.com
Real Estate Econometrics, Inc./Weyer, Russell	City Gate (C) Hacienda Lakes (C)	239-269-7341 rweyer@ree-i.com
Wrathell, Hunt and Associates, LLC	Moody River Estates (L) Waterford Landing (L) Naples Reserve (C) Beach Road Estates (L) Beach Road Golf Estates ((L) East Bonita Beach Road (L) Miromar Lakes South (L) Bonita Landing (L)	954-426-2105 gillyardd@whhassociates.com

THIS LIST IS PROVIDED AS A CONVENIENCE ONLY AND SHOULD NOT BE RELIED UPON FOR PURPOSES OF STATUTORY DISCLOSURES. ALL MSTUs SHOULD BE INDEPENDENTLY VERIFIED.

MSTUs AS OF APRIL 1, 2014

Collier County

Name	Contact
Pelican Bay MSTBU	office@pelicanbayservicesdivision.net
Pelican Bay Lighting	office@pelicanbayservicesdivision.net
THE FOLLOWING MSTUs/BUs CAN ALL BE ACCESSED FROM THE COLLIER COUNTY GOVERNMENT WEBSITE → → → → → → → →	tessiesillery@colliergov.net
Bayshore Beautification MSTU	
Collier County Lighting	
Collier County Fire Control MSTU	
Forest Lakes Roadway & Drainage MSTU	
Golden Gate Beautification MSTU	
Goodland/Horr's Isle Fire Control District MSTU	
Haldeman Creek Dredging MSTU	
Hawksridge Stormwater System MSTU	
Immokalee Beautification MSTU	
Isle of Capri Municipal Rescue & Fire Services MSTU	
Lely Golf Estates Beautification MSTU	
Naples Park Drainage MSTU & BU	
Naples Production Park MSTU & BU	
Ochopee Fire Control District MSTU	
Pine Ridge Industrial Park MSTU & BU	
Radio Road Beautification MSTU	
Radio Road East Beautification MSTU	
Rock Road MSTU	
Sabal Palm Road Extension MSTU & BU	
Vanderbilt Beach Beautification MSTU	
Victoria Park Drainage MSTU	

LEE COUNTY

A CURRENT LIST OF LEE COUNTY MSTUs MAY BE FOUND AT:

www.leegov.com/gov/dept/publicresources/mstbu/Pages/default.aspx



ADDENDUM TO LISTING CONTRACT SHORT SALE



This Addendum is to the Listing Contract entered into between:
 ("SELLER") _____ and
 ("BROKER") _____,
 relating to the following described real property ("Property"):

The following terms are hereby incorporated into and made a part of the Listing Contract:

1. A short sale typically occurs when the SELLER's net sale proceeds after payment of customary closing costs from the sale of real property are insufficient to pay the outstanding mortgage loan and/or other lien balance(s) in full at closing. Generally, a short sale SELLER is in default of his loan or lien obligations, and is able to document the financial inability to meet ongoing repayment obligations.
2. Any sales contract entered into by SELLER for the sale of the Property should include a contingency for: (A) approval of the purchase price and all other terms of the sales contract by SELLER's lender(s) and/or other lienholder(s) (collectively "Lender"); and (B) Lender's written agreement to accept a payoff which is less than the balance due on the loan or other indebtedness; and (C) Lender's release and satisfaction of the mortgage(s) and/or other lien(s) upon receipt of discounted payoff amount(s). BROKER's compensation is deemed earned upon Lender's approval of the purchase price and all other terms of the Sales Contract.
3. SELLER acknowledges that SELLER will not receive any net sales proceeds at closing.
4. SELLER authorizes BROKER to: (A) market the Property as a short sale or pre-foreclosure property in MLS and other marketing media; and (B) include the contingency set forth in Paragraph 2 above in any sales contract entered into by SELLER; and (C) contact Lender's loss mitigation, collections or other appropriate department to obtain loan and/or lien status, account, payoff and related information, and to otherwise communicate directly with Lender to facilitate Lender approval of the short sale transaction. SELLER shall execute any written authorization to release information required by Lender to enable BROKER to perform this function; and (D) provide comparables, broker's price opinions (generally consists of information regarding comparable properties in the same community, general condition of the community and condition of the Property relative to other properties in the community), and MLS and other information to document the current market value of the Property to Lender; and (E) furnish any and all mortgage and/or other lien account and payoff information to prospective purchasers and/or their cooperating brokers; and (F) coordinate visual inspection of the Property by authorized representative(s) of Lender.
5. SELLER shall promptly and timely furnish the following information and documentation to Lender as and when requested: (A) copies of the fully executed Sales Contract; and (B) a preliminary Settlement Statement prepared by the closing agent; and (C) SELLER's employment information and pay stubs and other records, tax returns, bank and financial statements, copies of medical bills, hardship letter outlining SELLER's financial difficulties and citing any specific unforeseen or special circumstances to justify the short sale transaction, proof of SELLER's existing assets and liabilities, and any and all other information, documentation and other records required by Lender to evidence and substantiate SELLER's financial inability to fulfill SELLER's repayment obligations to Lender.

SELLER IS ADVISED TO OBTAIN LEGAL COUNSEL TO OVERSEE AND SUPERVISE THE SHORT SALE TRANSACTION, AND/OR FACILITATE NEGOTIATIONS WITH LENDER, AND CONSULT WITH ACCOUNTING AND/OR OTHER TAX AND FINANCIAL ADVISORS REGARDING THE TAX AND OTHER FINANCIAL IMPLICATIONS OF ENTERING INTO A SHORT SALE TRANSACTION, INCLUDING WITHOUT LIMITATION THAT THE AMOUNT OF ANY INDEBTEDNESS FORGIVEN BY LENDER MAY BE TAXABLE AND THAT THE SELLER'S CREDIT RATING MAY BE ADVERSELY AFFECTED WHICH COULD IMPACT SELLER'S ABILITY TO BORROW OR ENTER INTO LEASES IN THE FUTURE AND/OR THE RATES OF INTEREST CHARGEABLE TO SELLER. BROKER HAS ALSO ADVISED SELLER THAT LENDER MAY NOT FORGIVE ANY UNPAID INDEBTEDNESS, MAY REQUIRE SELLER TO SIGN A PROMISSORY NOTE FOR ANY DEFICIENCY, OR REQUIRE SELLER TO MAKE A CASH CONTRIBUTION AS A CONDITION OF LENDER APPROVAL.

 (Seller's Signature) (Date) (Authorized Broker's Signature) (Date)

 (Seller's Signature) (Date) (Brokerage Firm Name) (Date)

 (Listing Licensee's Printed Name)



SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL IMPROVED PROPERTY)



Seller is obligated by Florida law to disclose to a buyer all known facts or conditions that materially affect the value of the Property which are not readily observable by a buyer. This disclosure statement is designed to facilitate Seller's compliance with Florida law and to assist a buyer in evaluation of the condition and desirability of the Property. This statement and the information contained herein do not constitute a warranty to a buyer by the Seller or any licensee involved in the sale of the Property, nor should buyer consider the information contained herein a substitute for any physical inspections of the Property. The following information is provided by the Seller and not by any licensee involved in the sale of the Property to a buyer.

NOTICE TO BUYER: ANY DEFECTIVE INSPECTION ITEMS CONTAINED IN THIS SELLER'S DISCLOSURE STATEMENT SIGNED BY BUYER PRIOR TO BUYER'S EXECUTION OF ANY OFFER (OR COUNTER-OFFER, AS APPLICABLE), SHALL NOT BE DEEMED DEFECTIVE INSPECTION ITEMS UNDER STANDARD D.2.b. OF THE SALES CONTRACT.

Property Address: _____

1. OCCUPANCY

A. Owner occupied -----

B. Tenant occupied by written or verbal lease or rental agreement. If written attach copy of same -----

C. Unoccupied -----

How long has it been since SELLER occupied the Property? _____

YES NO DON'T KNOW

2. APPLIANCES AND EQUIPMENT

(a) All appliances and equipment in working condition? If no, identify items not working:

(b) Any appliances or equipment leased? If yes, Company Name: _____

(c) Security system?
If yes, is system currently operational?

3. ELECTRICAL SYSTEMS AND EQUIPMENT:

(a) Damaged or malfunctioning switches, receptacles or wiring? If yes, describe nature and location: _____

4. PLUMBING:

(a) Drinking water source: Public Private Well

(b) Problems with quality, supply or flow of potable water? If yes, describe and specify:

YES NO DON'T KNOW

(c) Water softener, filter or purifier Leased Owned. If leased, Company Name:

Service Contract Yes No

(d) Sewage system: Public Private Septic

(e) Leaks, backups, or similar problems relating to plumbing, water and/or sewage-related items? If yes, describe nature and location: _____

5. HEATING AND AIR CONDITIONING SYSTEMS AND EQUIPMENT:

(a) Heating system(s) electric gas solar Age: _____ years

(b) Water heated by electric gas solar heat recovery Age: _____ years

(c) Air conditioning system(s) central window/wall unit Age: _____ years

(d) All enclosed living areas connected to heating/air conditioning system? YES NO DON'T KNOW

If no, describe location: _____

6. ROOF:

(a) Approximate age: _____ years.

(b) Current roof leaks or problems with the roof, gutters or downspouts? YES NO DON'T KNOW

If yes, describe nature and location: _____

7. STRUCTURAL AND FOUNDATION:

(a) Movement, shifting, cracking, deterioration, or other structural problems with any dwelling or garage? YES NO DON'T KNOW

(b) Structural problems with driveways, walkways, patios, retaining walls, seawalls and docks? YES NO DON'T KNOW

If the answer to any of the above is Yes, describe and specify: _____

8. PERMITS, ADDITIONS AND ALTERATIONS:

(a) Material additions, structural changes, or any other major alterations to original improvements? YES NO DON'T KNOW

If yes, were permits and/or approvals obtained? YES NO DON'T KNOW

If yes, were permits closed out and finalized? YES NO DON'T KNOW

(b) Any work not done in compliance with prevailing building codes or zoning regulations? YES NO DON'T KNOW

If the answer to any of the above is Yes, describe and specify: _____

9. DRAINAGE, FLOODING AND MOISTURE:

(a) Water leakage, accumulation, dampness or damage within improvements? YES NO DON'T KNOW

(b) Drainage problems or flooding? YES NO DON'T KNOW

(c) Problems with siding or exterior cladding retaining moisture, swelling, chipping or delaminating? YES NO DON'T KNOW

If the answer to any of the above is Yes, describe and specify: _____

	<u>YES</u>	<u>NO</u>	<u>DON'T KNOW</u>
10. RADON; MOLD; DRYWALL			
(a) Any elevated levels of radon in the residence on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Any elevated levels of mold in the residence on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Any defective drywall on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Any reports, notices, or documentation of the existence of possible defective drywall on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If the answer to any of the above is Yes, describe and specify: _____			

11. TERMITES, WOOD ROT, PESTS, WOOD-DESTROYING ORGANISMS:			
(a) Any infestation or damage? If yes, describe type and location: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Property currently under service contract, warranty or other coverage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Company: _____			
Type of coverage <input type="checkbox"/> re-treatment and repair or <input type="checkbox"/> re-treatment only or <input type="checkbox"/> preventative maintenance contract			
Is service contract, warranty or other coverage transferable?			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. INSURANCE:			
(a) Any insurance claims made upon the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) If Yes, the claim was for: <input type="checkbox"/> water damage/flood <input type="checkbox"/> fire <input type="checkbox"/> wind <input type="checkbox"/> theft <input type="checkbox"/> injury <input type="checkbox"/> sinkhole damage <input type="checkbox"/> Other			
(c) Explain any insurance claim(s) shown in (b) above: _____			

(d) If any insurance claim was made for sinkhole damage, was the claim paid? <i>Note: Florida law requires a seller disclosure to prospective buyers if the seller has ever made an insurance claim related to sinkhole damage, the seller must disclose whether the claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) If any sinkhole claim was paid, were all the proceeds used to repair the damage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If the answer to any of the above is Yes, describe and specify: _____			

13. PRIVATE SWIMMING POOL AND SPA:			
(a) Spa? If Yes, source of heat: <input type="checkbox"/> electrical <input type="checkbox"/> solar <input type="checkbox"/> gas <input type="checkbox"/> other: If other, type: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Swimming pool heated? If Yes, source of heat: <input type="checkbox"/> electrical <input type="checkbox"/> solar <input type="checkbox"/> gas <input type="checkbox"/> other: If other, type: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(c) Current leaks/unusual loss of water? If yes, describe nature and location: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(d) Problems with pool or spa filtration systems? If yes, describe: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | <u>YES</u> | <u>NO</u> | <u>DON'T
KNOW</u> |
|---|--------------------------|--------------------------|--------------------------|
| (e) Any non-functioning or malfunctioning pool or spa equipment?
If yes, describe: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) Pool or spa issued a certification of substantial completion after October 1, 2000?
If yes, check those that apply: <input type="checkbox"/> enclosure that meets pool barrier requirements
<input type="checkbox"/> required door locks <input type="checkbox"/> required door and window exit alarms
<input type="checkbox"/> approved pool safety cover | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) Pool/spa professionally serviced? Company Name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

MULTI-FAMILY (CONDOMINIUM/COOPERATIVE) PROPERTIES

14. FIRE SPRINKLER/LIFE SAFETY SYSTEM/RETROFIT:

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| (a) If the property is located in a condominium or cooperative building, are you aware of any requirement for the building to be retrofit with fire sprinkler or other safety systems in the future? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) If the above answer is "Yes," has the association voted to waive retrofitting the building (or just the individual units if the building is over 75 feet in height) with such systems?
Note: If "Yes," copies of the Notice of Association Waiver must be provided to buyers. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SINGLE FAMILY PROPERTIES

15. SOIL, TOPOGRAPHY, LANDSCAPE AND BOUNDARIES:

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| (a) Any portion of the Property filled or used as a landfill? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Any sliding, earth movement, sinkholes, upheaval, or earth stability expansion soil problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Any drainage, water infiltration, flooding or grading problems on the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Do you know in which FEMA-designated flood zone the Property is located? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Presence on the Property of any Prohibited Exotic Plant Species? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) Any encroachments of neighboring property improvements, unrecorded easements, or boundary line disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is Yes, describe and specify: _____

16. IRRIGATION SYSTEMS AND EQUIPMENT:

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| (a) Irrigation system: <input type="checkbox"/> Public <input type="checkbox"/> Private Source: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Any non-functioning or malfunctioning equipment?
If yes, describe: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

17. TOXIC AND HAZARDOUS WASTE

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| (a) Any underground tanks or toxic or hazardous substances (structure or soil) such as asbestos, polychlorinated biphenyls (PCBs), methane gas, radon, benzene, lead-based paint, toxic or pathogenic mold or others? If yes, describe nature and location: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

YES NO DON'T KNOW

(b) Any prior use of the Property for agriculture, storage of vehicles or equipment, or commercial uses? If yes, describe nature and location: _____

18. WETLANDS AND ENVIRONMENTALLY SENSITIVE AREAS:

(a) Any wetlands located on the Property? YES NO DON'T KNOW

(b) Any wetlands determination report or application for environmental resource permit ever been filed or received as to the Property? YES NO DON'T KNOW
If your answer to (b) above is Yes, if the report or permit is available to you, attach a copy.

(c) Any mangroves, archeological sites, protected species or other environmentally sensitive areas located on the Property? YES NO DON'T KNOW

(d) If located near the coast, does the Coastal Construction Control Line touch the Property? YES NO DON'T KNOW
If the answer to any of the above is Yes, describe and specify: _____

19. SURVEY, ELEVATION CERTIFICATE, PRIOR OWNERS POLICY:

(a) Do you have a survey to provide to the Buyer? YES NO DON'T KNOW

(b) Do you have an Elevation Certificate to provide to the Buyer? YES NO DON'T KNOW

(c) Do you have a prior owner's title policy to provide to the Buyer? YES NO DON'T KNOW

20. ADDITIONAL SELLER COMMENTS:

SELLER'S REPRESENTATION:

Seller represents that, to the best of Seller's knowledge, the information contained herein with respect to the condition of the Property is accurate and complete as of the date signed by Seller. Seller hereby authorizes the listing broker to provide this information to prospective buyers of the Property and to cooperating brokers and licensees. If there are any material changes in the answers to the questions contained herein, Seller agrees to promptly update this Seller's Property Disclosure Statement and to provide to the listing broker and prospective buyers a revised copy of the same.

(Seller's Signature) (Date)

(Seller's Signature) (Date)

(Seller's Printed Name)

(Seller's Printed Name)

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges receipt of this Seller's Property Disclosure Statement, and understands that any Defective Inspection Items contained in this Seller's Disclosure Statement signed by Buyer prior to Buyer's execution of any offer (or counter-offer, as applicable), shall not be deemed Defective Inspection Items under Standard D.2.b. of the Sales Contract. Buyer further acknowledges that there may be conditions unknown to Seller. No representations concerning the condition of Property are being relied upon by Buyer except as disclosed herein or stated in the sales contract.

(Buyer's Signature) (Date)

(Buyer's Signature) (Date)

(Buyer's Printed Name)

(Buyer's Printed Name)



HOMEOWNERS' ASSOCIATION DISCLOSURE SUMMARY



IMPORTANT NOTE: A SEPARATE DISCLOSURE SUMMARY FORM SHOULD BE COMPLETED AND SIGNED FOR EACH HOMEOWNERS' ASSOCIATION GOVERNING THE PROPERTY IN WHICH MEMBERSHIP IS MANDATORY. THIS FORM SHOULD NOT BE USED TO DISCLOSE MEMBERSHIP REQUIREMENTS AND ASSESSMENTS AND OTHER FEES IMPOSED BY CONDOMINIUM/COOPERATIVE ASSOCIATIONS.

For: _____
(Name of Community-- Homeowners' Association)

1. As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association.
2. There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.
3. You will be obligated to pay assessments to the association. Assessments may be subject to periodic change. If applicable, the current amount is \$ _____ per _____. You will also be obligated to pay any special assessments imposed by the association. Such special assessments may be subject to change. If applicable, the current amount is \$ _____ per _____.
4. You may be obligated to pay special assessments to the respective municipality, county or special district. All assessments are subject to periodic change.
5. Your failure to pay special assessments or assessments levied by a mandatory homeowners' association could result in a lien on your property.
6. There may be an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the homeowners' association. If applicable, the current amount is \$ _____ per _____.
7. The developer may have the right to amend the restrictive covenants without the approval of the association membership or the approval of the parcel owners.
8. The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the association governing documents before purchasing property.
9. These documents are either matters of public record and can be obtained from the record office in the county where the property is located, or are not recorded and can be obtained from the developer.
10. Note: SELLER(s) sign below to confirm the accuracy and completeness of the above information and to assume responsibility therefor. BUYER(s) sign and date below to confirm receipt of this Disclosure Summary.

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------



HOUSING FOR OLDER PERSONS AFFIDAVIT VERIFYING OCCUPANCY AND QUALIFICATION



COMES NOW THE AFFIANT, _____
(Name of Manager or Authorized Officer)

_____ of _____
(Title) (Name of Community Association)

and states, under oath, as follows:

1. All properties located in the above community are intended to be operated and qualified as housing for older persons under the Housing for Older Persons Act of 1995 and the implementing regulations of the U.S. Department of Housing and Urban Development.
2. Qualification as housing for older persons is based upon documentation that at least 80% of the qualified dwellings in the community are occupied by at least one person 55 years of age or older, and all units must henceforth be occupied by at least one person 55 years of age of older.
3. The association has in place documentation of verification procedures acceptable to the U.S. Department of Housing and Urban Development documenting, within the past two years, the ages and occupancy status of its residents as asserted in Paragraph 2 above. The association retains this documentation in its official records.
4. The association has prepared, and will make available to any person upon request, a summary of its documentation of this age and occupancy verification.
5. The association understands and acknowledges that this Affidavit shall be provided to property owners within the association, prospective buyers and tenants, real estate brokers, leasing agents, property managers and other members of the public, all of whom shall be entitled to rely upon the information set forth herein.
6. The association has registered its status as housing for older persons with the Florida Commission on Human Relations, and has met all requirements for maintaining said registration, as required by law.
7. This Affidavit is executed by an authorized representative of the above association, in the capacity set forth below.

(Signature of Affiant) (Date) (Printed Name of Affiant)

STATE OF FLORIDA

COUNTY OF _____

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me the undersigned notary public, on

_____ {Insert Date}

by _____ manager or officer
on behalf of the Board of Directors of the above named community association.

(Signature of Notary Public) (Printed Name of Notary Public)

My Commission expires: _____



INVENTORY OF PERSONAL PROPERTY



SELLER'S NAME: _____

PROPERTY ADDRESS: _____

<u>FOYER</u>	<u>QTY</u>
AREA RUG	
CREDENZA/TABLE	
MIRROR	
LAMP	
PICTURES & ART OBJECTS	

<u>DINING ROOM</u>	<u>QTY</u>
TABLE	
CHAIRS	
CHINA CABINET/HUTCH	
LAMPS	
MIRROR	
RUGS	
CANDLE HOLDERS	
DISHES	
GLASSWARE	
SILVERWARE	
LINENS	

<u>DEN/HOME OFFICE</u>	<u>QTY</u>
DESK	
CHAIRS	
HIDE-A-BED	
RUGS	
LAMPS	
CREDENZA	
FILING CABINETS	
PICTURES/ART OBJECTS	
TELEPHONE	
SHEET SETS	

<u>ITEM</u>	<u>LIVING ROOM QTY</u>	<u>FAMILY ROOM QTY</u>
SOFA		
HIDE-A-BED		
CHAIRS		
COFFEE TABLE		
LOVE SEAT		
END TABLES		
LAMPS		
MIRRORS		
OTTOMAN		
PICTURES		
PLANTS & VASES		
THROW PILLOWS		
RUGS		
CANDLE HOLDERS		
ART OBJECTS		
BOOKS		
TELEPHONE		

<u>ELECTRONICS</u>	<u>QTY</u>	<u>BRAND</u>	<u>MODEL#</u>
TELEVISION			
DVD PLAYERS			
STEREOS			
RECEIVERS			
COMPUTERS			
FAX MACHINES			
SCANNERS			
PRINTERS			
VCR			

INITIALS	
SELLER: _____	DATE: _____
BUYER: _____	DATE: _____

<u>ITEM</u>	<u>MASTER BEDROOM</u> <u>QTY</u>	<u>BEDROOM 2</u> <u>QTY</u>	<u>BEDROOM 3</u> <u>QTY</u>
BED {KINGS, QUEEN, FULL, TWIN}			
DRESSERS			
NIGHT STANDS			
T.V. ARMOIRE			
CHAIRS			
MIRROR			
LAMPS			
BEDSPREAD			
BLANKETS			
BED PILLOWS			
THROW PILLOWS			
PICTURES/ART OBJECTS			
WALL HANGINGS			
PLANTS			
CLOCK/RADIO			
MATRESS PAD			
CHESTS			
SHEET SETS			
WASTE BASKET			

<u>ITEM</u>	<u>MASTER BATHROOM</u> <u>QTY</u>	<u>BATHROOM 2</u> <u>QTY</u>	<u>BATHROOM 3</u> <u>QTY</u>
BATH MATS			
THROW RUGS			
WASTE BASKET			
SHOWER CURTAIN			
ACCESSORIES			
SHEETS			
PILLOW CASES			
BATH TOWELS			
HAND TOWELS			
WASH CLOTHS			
FINGERTIP TOWELS			

INITIALS
SELLER: _____ DATE: _____
BUYER: _____ DATE: _____

KITCHEN

<u>ITEM</u>	<u>QTY</u>	<u>ITEM</u>	<u>QTY</u>
TABLE		TEA POT	
CHAIRS		STRAINER	
BAR STOOLS		TOASTER	
PICTURES		TOASTER OVEN	
CURTAINS		TOWEL RACK	
RUGS		TRAYS	
CLOCK		TRIVETS	
MICROWAVE/COUNTERTOP		VEGETABLE PEELER	
CANISTER SET		WASTE BASKET	
COOKIE JAR		WINE CARAFE	
BREAD BOX/BASKET		WINE OPENER	
BREAD KNIFE		WINE RACK	
BLENDERS		<u>COOKWARE/DISHES</u>	
CAKE PANS		PLATES/DINNER	
CAN OPENER/ELECTRIC		PLATES/BREAD	
CARVING KNIFE		PLATES/DESSERT	
CHOPPING BLOCK		CUPS/SAUCERS	
COFFEE POT		MUGS	
COLANDER		BOWLS/SOUP	
CUTTING BOARD		BOWLS/SALAD	
COOKIE SHEETS		BOWLS/CEREAL	
DISH PAN		BOWLS/MIXING	
ELECTRIC MIXER		BOWLS/SERVING	
GRATER		GLASSES {LARGE}	
ICE BUCKET		GLASSES {MEDIUM}	
JUICER		GLASSES {JUICE}	
KNIFE SHARPENER		GLASSES {WINE}	
MEASURING CUPS		GLASSES {COCKTAIL}	
MEASURING SPOONS		GLASSES {OTHER}	
PARING KNIFE		GLASSES {OTHER}	
PAPER TOWEL HOLDER		GLASSES {OTHER}	
PLASTIC CONTAINERS		GLASSES {OTHER}	
POT HOLDERS		PLATTERS	
ROASTER PAN		CASEROLE DISHES	
SALAD SPINNER		COFFEE MAKER	
SKILLET/FRY PAN		CROCK POT	
SPICE RACK		CAKE PANS/SQUARE	
STOOL		CAKE PANS/OBLONG	

INITIALS	
SELLER: _____	DATE: _____
BUYER: _____	DATE: _____

<u>COOKWARE/DISHES (CONTINUED)</u>	
<u>ITEM</u>	<u>QTY</u>
MUFFIN PANS	
PIZZA PANS	
SAUCE PANS W/LID	
LARGE POTS/PANS	
FRYING PANS {LARGE}	
FRYING PANS {MEDIUM}	
FRYING PANS {SMALL}	
COOKIE SHEETS	
EGG POACHER	
CAKE PLATE	
SUGAR BOWL	
CREAM PITCHER	
BUTTER DISH	
SALT & PEPPER SHAKERS	
GRAVY BOAT	
GRAVY LADLE	
POTATO MASHER	
RELISH DISH	
VEGETABLE DISHES	
MISC. COOKING	
<u>FLATWARE</u>	
<u>ITEM</u>	<u>QTY</u>
DINNER FORKS	
SALAD FORKS	
DINNER KNIVES	
STEAK KNIVES	
SPOONS/SOUP	
SPOONS/TEASPOONS	
SPOONS/DESSERT	

<u>UTILITY ROOM</u>	
<u>ITEM</u>	<u>QTY</u>
IRON	
IRONING BOARD	
RUGS	
VACUUM CLEANER	
BROOM	
DUST PAN	
LAUNDRY BASKET	
DUST MOP	
DUST BUSTER	
BUCKET	

<u>POOL EQUIPMENT</u>	
<u>ITEM</u>	<u>QTY</u>
AUTOMATIC POOL CLEANER	
FLOATS	
HOSES	
MISC. POOL TOYS	

<u>LANAI/PATIO</u>	
<u>ITEM</u>	<u>QTY</u>
PATIO TABLE/CHAIRS	
LOUNGE CHAIRS	
OUTSIDE BAR	
STOOLS	
GRILL {GAS, ELECTRIC, CHARCOAL}	
HOT TUB	
PLANTS	
LIGHTS	
UMBRELLA	

<u>GARAGE</u>			
<u>ITEM</u>		<u>QTY</u>	
BICYCLES			
CHAIRS/BENCH			
FREEZER			
REFRIGERATOR			
GARDEN TOOLS			
<u>ITEM</u>		<u>QTY</u>	
HAND TOOLS			
ICE COOLER			
LAWN MOWER			
STORAGE CABINETS			
WORK TABLES			

INITIALS	
SELLER: _____	DATE: _____
BUYER: _____	DATE: _____

ADDITIONAL ITEMS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____

EXCLUSIONS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____

NOTE: ANY PERSONAL PROPERTY ITEM NOT LISTED ABOVE OR IN THE SALES CONTRACT IS DEEMED TO BE EXCLUDED.

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)



LEAD-BASED PAINT LAW BROKER NOTICE TO SELLER OR LANDLORD



Property Address: _____

This notification is to assist SELLERS and LANDLORDS in understanding their responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling built prior to 1978, SELLERS and LANDLORDS have a number of disclosures and other requirements that must be met.

Before you sign a contract to sell or lease your property, the law requires that you:

1. Disclose to the buyer or tenant any known lead-based paint and lead-based paint hazards, and provide any related reports or risk assessments that have been performed on the property.
2. Provide the buyer or tenant with a federal pamphlet titled "Protect Your Family From Lead In Your Home".
3. Provide the buyer with at least a 10-day contingency period in the Sales Contract to conduct a lead-based paint inspection or risk assessment, at the buyer's expense.
4. Be certain that the proper language is included in or attached to the Sales Contract or lease ensuring that the disclosure and notification actually take place and that the document contains your signature and those of the buyers or tenants and the licensees certifying to the accuracy of their statements to the best of their knowledge.

The law also requires that you retain a copy of the Sales Contract or lease attachment for a period of 3 years after the closing date or lease commencement date.

This information sheet was provided by _____ (Name of Brokerage Firm)
to the SELLER or LANDLORD on _____ {Insert Date}.

Listing Licensee's Signature (Date)

SELLER OR LANDLORD makes the following disclosures to the Listing Licensee:

1. Lead-based paint and lead-based paint hazards in the dwelling **[SELECT ONE]**:
 - SELLER OR LANDLORD has no knowledge of lead-based paint or lead-based paint hazards in the dwelling.
 - SELLER OR LANDLORD knows of the following lead-based paint or lead-based paint hazards in the dwelling (describe all known information):

2. Available Records and Reports **[SELECT ONE]**:
 - SELLER OR LANDLORD has no records or reports regarding lead-based paint or lead-based paint hazards.
 - SELLER OR LANDLORD has the following documents available regarding lead-based paint or lead-based paint hazards in the dwelling:

(Seller's or Landlord's Signature) (Date)

(Seller's or Landlord's Signature) (Date)

To request a Code lien search go to:

www.colliergov.net/code

- Click on Lien Search/Payoff Request or call (239) 252-2440
- Lien Search Fee is \$25.00 per property address.



Helpful Phone Numbers

Code Enforcement 239-252-2440
Business Center 239-252-2400
Contractor Licensing 239-252-2909
Helpful Websites
www.colliergov.net/code

Updated 12/2014

Know What You are Buying

In the State of Florida there are thousands of homes being bought and sold every year.

How does a prospective buyer know if the home or property they are buying meets Collier County's current Florida Building Codes and zoning regulations, or if it has existing code violations, fines, or liens?

New property owners are responsible for correcting code violations, and for paying any fines or lien amounts owed, even when a violation occurred before they purchased the property.

The cost to the new homeowner can be thousands of dollars. The best solution is to work with your Real Estate professional and request a home inspection and lien search before closing.



Thinking of Buying a Home or Investment Property?



Protect your investment!

- * Obtain a home inspection
- * Order a code lien search
- * Obtain payoff information on outstanding code liens

These three actions can save you thousands of dollars

Property Inspection for Code Violations

Code property inspections look for unpermitted improvements, non-conforming structures, open permits and zoning requirements. The inspections can be performed by a Florida licensed contractor or home inspector for either the property owner or prospective buyer.

The Seller

A property owner considering selling his/her property can arrange for a property inspection to determine whether code violations exist in advance of marketing the property for sale. This allows the seller time to correct any violations to avoid issues arising later with potential buyers.

The Buyer

Upon considering purchase of a property, a buyer should always have a property inspection completed. Most sales contracts allow the buyer a contingency for property inspections. The buyer should assure that his/her inspector inspects for unpermitted improvements, non-conforming structures, zoning appropriate for the structure/intended use, and open permits. All existing code violations, fines, and liens go with the property and become the responsibility of the new owner when sold.



Property Inspections Review

- The number of structures permitted on the property
- If there are any non-conforming structures or uses on the property
- Any open permits without final inspections
- Unpermitted additions that have been added to the residence

Code lien searches

Detailed information on the records of a property, such as fines owed, liens, and unresolved code violation cases are researched when requested.

The property may have open Code Enforcement cases with violations that were never corrected and are accumulating daily fines.

If a property has a lien, it may be difficult to sell, refinance, or borrow against it. Liens are recorded on the property and are the responsibility of the property owner.

**CONDOMINIUM
GOVERNANCE FORM**

**DEPARTMENT OF
BUSINESS AND PROFESSIONAL REGULATION
Division of Florida Condominiums, Timeshares,
and Mobile Homes**

1940 North Monroe Street
Tallahassee, Florida 32399-1030
Telephone: (850) 488-1122
Facsimile: (850) 488-7149
Toll Free: (800) 226-9101 (in Florida only)

Web Address:
www.MyFlorida.com/dbpr/



This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication.

Role of the Board of Directors

General

1. The board of directors has a fiduciary duty to the unit owners and has the responsibility to act with the highest degree of good faith and to place the interests of the unit owners above the personal interests of the directors.
2. The board must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. The board manages the day to day affairs of the association.
4. The board has the authority to levy assessments, and maintain, repair and replace the common elements or association property.
5. The board of directors may hire a property management firm subject to its own primary responsibility for such management.
6. Provide a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division.
7. The association must make its records available for unit owner inspection within five working days after receiving a written request.

Meetings and Notices

1. Except in the case of valid emergencies, Associations must provide at least 48 hours' notice of board and committee meetings, posted conspicuously on the association property.
2. Notice of the annual meeting, the budget meeting, and any meetings at which the board will vote on a special assessment or changes to rules concerning unit use must be mailed, electronically transmitted or delivered to unit owners and posted on the condominium property at least 14 continuous days in advance of the meeting.
3. Written notification of any special assessment must state the specific purpose of the special assessment.
4. A copy of the proposed annual budget must be mailed, electronically transmitted or delivered to each unit owner.
5. The association must provide notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf.
6. Board must allow unit owners or their designated representatives to speak at board and committee meetings subject to reasonable restrictions.
7. Associations must provide notification of a hearing before a committee of other unit owners before the board can levy a fine or suspension against a unit owner.

Elections

1. The association must provide by mail or personal delivery, a first notice of an election no less than 60 days prior to the election.
2. The association must provide a second notice of the election, along with a ballot, an inner envelope, an outer envelope and copies of any timely submitted candidate information sheets, no less than 14 days prior to the election.

Association Finances

1. Unless the governing documents provide otherwise, the board of directors has the authority to levy assessments, including special assessments.

2. The board must prepare an annual budget of the revenues and expenses and hand deliver, electronically transmit or send a copy to the unit owners at least 14 days prior to the budget meeting. The budget must include all estimated revenues and expenses and reserves for certain deferred maintenance and capital expenditures projects.
3. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association must prepare a financial report for the preceding fiscal year. No later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association must mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The report must be prepared as follows:
 - a. If the association consists of 75 units or fewer, or has revenues of less than \$100,000, it must prepare a financial report of actual receipts and expenditures.
 - b. If the association consists of more than 75 units and has revenues of at least \$100,000, it must prepare compiled financial statements; more than 75 units and revenues of \$200,000 to \$399,999, it must prepare reviewed financial statements; more than 75 units and revenues over \$400,000, it must prepare audited financial statements. Each must be prepared in accordance with generally accepted accounting principles.

Role of the Unit owners

General

1. Each unit owner who is offering the unit for sale must provide to each person who has entered into a contract for the purchase of the condominium unit a copy of this governance form, a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association, a copy of the latest annual financial report, and the document entitled "Frequently Asked Questions and Answers" that may be obtained from the association.
2. Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
4. Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.
5. Unit owner insurance policies must conform to the requirements of section 627.714, F.S.
6. Unit owners must provide the association access to their units during reasonable hours for the following purposes:
 - a. To maintain, repair or replace any common elements;
 - b. To prevent damage to the common elements or other units;
 - c. To maintain the unit as required by the declaration of condominium; or
 - d. To prevent damage to the common elements or to a unit or units.
7. Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

Unit Owners Rights

1. Unit owners may attend and participate in board and committee meetings except for meetings between the board or a committee and the association's attorney with respect to proposed or

- pending litigation when the meeting is held for the purpose of seeking or rendering legal advice or board meetings at which the board is discussing personnel matters.
2. Petition the association board to address an item of business at the next regular or special meeting of the board, if 20% of the voting interests petition the board.
 3. Unit owners may record board, committee or unit owner meetings subject to reasonable restrictions.
 4. Exclusive ownership and possession of their condominium unit.
 5. Membership in the association and full voting rights as provided in the declaration of condominium. However an association may also suspend the voting rights of a member due to nonpayment of any monetary obligation due the association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the association.
 6. Use the common elements and association property without paying a use fee unless provided for in the declaration of condominium, approved by a majority vote of the association, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property.
 7. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association. However, the association may suspend the right of a unit owner or a unit owner's occupant, licensee, or invitee to use common elements, common facilities or any other association property for a document or rule violation or when being more than 90 days delinquent in the payment of any monetary obligation due the association. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces or elevators.
 8. The association may suspend for a reasonable period of time, the right of a unit owner or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.
 9. If a unit owner is delinquent for more than 90 days in paying any monetary obligation due to the association, the association may suspend the right of a unit owner or a unit owner's occupant, licensee, or invitee to use common elements, common facilities or any other association property until the monetary obligation is paid. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces or elevators.
 10. If a unit owner is delinquent for more than 90 days in paying any monetary obligation due to the association, the association may suspend the right to vote.
 11. Inspect the association's official records subject to the reasonable rules adopted by the association. Unit owners may make or obtain copies at the reasonable expense, if any, of the unit owner.
 12. Attend and participate in unit owner meetings.
 13. Vote on issues presented for a unit owner vote and elections. Bring any concerns or problems to the board of directors' attention.
 14. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum.
 15. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes.
 16. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer.

17. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee.

Elections, Voting

1. Unit owners may submit a notice of their intent to be a candidate for election to the board no less than 40 days prior to the election.
2. Submit candidate information sheet no less than 35 days prior to the election.
3. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. Associations with 10 or fewer units may opt out of the statutory election procedures and hold elections as provided in their bylaws.
4. Unit owners may vote in person or by limited proxy for all matters (other than election of directors) in which the law provides that a vote of the unit owners must be taken. Examples of these issues include, but are not limited to: amending the governing documents, waiving reserves and altering the common elements.
5. Unit owners may vote at a meeting or by written agreement with a majority of all unit owners to recall any board member.

Association Budget

1. Unit owners may vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year.
2. Petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association.

You should refer to the specific statutory section or rule for each cited provision. You may visit www.MyFlorida.com/dbpr/ or contact the Division at the address on this brochure to obtain a copy of the statute or the administrative rules.

Revised July 2011



LISTING OF RESIDENTIAL VACANT LAND EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT



1 THIS LISTING OF RESIDENTIAL VACANT LAND EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT (this "Listing Contract") is
2 made and entered into between:

3 ("SELLER") _____ and

4 ("BROKER") _____.

5 SELLER hereby gives BROKER the EXCLUSIVE RIGHT AND AUTHORITY TO SELL that certain real property described below (the
6 "Property") and personal property described below, for a period of time commencing on _____
7 ("Commencement Date"), and terminating on _____ ("Termination Date"). The Commencement
8 Date shall be the date this Listing Contract is signed by SELLER if no Commencement Date is inserted. The Termination Date shall be 270 days
9 from the Commencement Date if no Termination Date is inserted. If SELLER, prior to the Termination Date, enters into a contract to convey
10 SELLER's interest in the Property, the Termination Date and this Listing Contract shall automatically be extended until the earlier of the closing or
11 termination of said contract.

12 **1. THE PROPERTY.**

13 **A. Property Interest:** SELLER represents that SELLER owns the Property, or has an equitable or proprietary interest in, an exclusive right to
14 use, or a contractual right to acquire the Property, and has the right to sell and convey the Property, or has the right to sell and convey SELLER's
15 interest in, exclusive right of use of, or right to acquire the Property. SELLER is advised to seek legal counsel to confirm the exact nature, validity
16 and transferability of SELLER's interest in the Property and SELLER's representations set forth herein.

17 If applicable, SELLER shall convey SELLER's exclusive right to use any common elements or common areas to which SELLER has an exclusive
18 right of use and the right to convey, and security and other access devices (including to community property).

19 **B. Property Legal Description:** _____
20 _____

21 **C. Property Address:** _____

22 **D. Property Tax Identification Number:** _____

23 **E. Reserve account balances, if any.**

24 **2. PURCHASE PRICE AND TERMS.**

25 This EXCLUSIVE RIGHT AND AUTHORITY TO SELL shall be for the following purchase price:
26 \$ _____, or upon any other price and terms or exchange to which SELLER may hereafter consent.

27 **3. BROKER OBLIGATIONS.**

28 In consideration of the granting of this EXCLUSIVE RIGHT AND AUTHORITY TO SELL, the BROKER agrees as follows:

29 **A.** To become informed about the Property.

30 **B.** To make an earnest and continuing effort to sell the Property. However, this Listing Contract does not guarantee that such efforts will
31 result in a sale of the Property, and SELLER affirms that no such sale assurances or guarantees have been made or implied by BROKER.

32 **C.** To promote the Property as BROKER deems appropriate.

33 **D.** To keep SELLER informed as to BROKER's efforts in achieving a sale and closing of the Property.

34 **E.** To take reasonable precautions to prevent damage in the process of showing the Property or in permitting others to show the Property.

35 F. To distribute such information relating to the Property as BROKER deems appropriate to other real estate brokers, and to invite the
36 cooperation of such brokers in procuring a buyer for the Property. In the event a buyer is procured by another real estate broker (the "Cooperating
37 Broker"), BROKER will assist the Cooperating Broker to complete the sale and shall compensate the said Cooperating Broker as provided in
38 Paragraph 4.I(3) of this Listing Contract.

39 G. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) shall enter this listing of this Property into the
40 Multiple Listing Service(s) ("MLS") within 5 business days of the Commencement Date or (2) shall not enter this listing of this Property into the
41 MLS.

42 H. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) shall (2) shall not disclose the existence of offers
43 on the Property to buyers and/or Cooperating Brokers. If disclosure is authorized and if asked, BROKER shall disclose whether the offers were
44 obtained by the listing licensee, another licensee of BROKER, or by a Cooperating Broker.

45 I. INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN
46 EACH CASE]: SELLER agrees that the Property (1) may or (2) may not be displayed on the internet. SELLER acknowledges that if
47 (2) above is selected, consumers who search the internet will not see information about the Property in response to their search. If the SELLER
48 selects option (1) above, SELLER further agrees as follows: that the address of the Property (1) may or (2) may not be displayed on the
49 internet. Real estate brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers,
50 customers or clients (1) may not or (2) may display an automated estimated valuation of the Property on such websites; and (1) may not
51 or (2) may enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the
52 websites.

53 J. BROKERAGE RELATIONSHIP. BROKER, or licensee of BROKER, has informed and disclosed to SELLER the brokerage relationship
54 between BROKER and SELLER. BROKER's required disclosure notice(s) have been provided to SELLER and the brokerage relationship is:

55 _____ (If left blank, transaction broker relationship shall apply.)

56 K. BROKER, and any cooperating broker or other legally authorized escrow agent, are authorized to accept and hold in escrow all deposit
57 monies paid on the purchase of the Property, and the duties of any escrow agent relative thereto shall be in accordance with the applicable laws of
58 the State of Florida and regulations of the Florida Real Estate Commission.

59 4. SELLER'S OBLIGATIONS.

60 In consideration of the obligations of the BROKER, the SELLER agrees:

61 A. To refer immediately to BROKER all inquiries about the Property, whether those inquiries are from other brokers or any other persons or
62 entities.

63 B. To provide BROKER, or those working by or through BROKER, access to any improvements on the Property for the purpose of
64 inspection or presentation to prospective purchasers at reasonable hours, and to otherwise cooperate with BROKER in carrying out the purposes of
65 this Listing Contract.

66 C. To comply with all applicable statutory and regulatory disclosure requirements.

67 D. To provide BROKER with all relevant information relating to the Property, including facts and conditions known to SELLER which
68 materially affects the value of the Property. SELLER shall inform BROKER of any obligations which may affect SELLER's or BROKER's
69 performance under this Listing Contract, and shall provide to BROKER copies of any documents containing said obligations, including, but not
70 limited to current lease(s), expired lease(s) or lease purchase options which impose a continuing liability upon SELLER to pay compensation to a
71 party other than BROKER in the event a previous tenant/lessee purchases the Property.

72 E. To provide BROKER with a complete copy of SELLER's existing owner's title policy, if available, and complete copies of any survey and
73 Elevation Certificate of the Property which has been certified to SELLER, if available.

74 F. If the listing is entered into MLS, SELLER authorizes BROKER to provide MLS with (1) factual data about the physical characteristics of
75 the Property; (2) timely notice of status changes relating to the listing; (3) pending sales information (excluding price); and (4) the closed sales price
76 upon the sale of the Property. SELLER grants to BROKER the right to authorize MLS to incorporate the aforementioned information into its
77 database. SELLER and BROKER acknowledge and agree that all database compilations are owned exclusively by MLS, which shall have the sole
78 and exclusive right to license access to the data in the database, including data about the Property, as MLS deems appropriate.

79 G. To permit photographs and/or videos of the Property to assist the Broker in marketing the Property.

80 H. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any
81 materials or content developed by BROKER, or by third parties acting on Broker's behalf, for use in marketing the Property, including, but not limited
82 to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and
83 other copyrightable elements relating to the Property ("Marketing Materials"). Seller further grants to BROKER a royalty-free, perpetual, and
84 irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by Seller to Broker for use in
85 marketing the Property. SELLER warrants that any such Marketing Materials provided by SELLER to BROKER do not violate or infringe upon
86 the intellectual property or other rights of any other person or entity.

87 I. BROKER COMPENSATION (the "Compensation"):

88 (1) To pay BROKER [FILL IN THE APPROPRIATE % AND/OR AMOUNT]: _____ % of the purchase price and
89 \$_____ OR a flat fee of \$_____ if BROKER procures a buyer ready, willing and able to purchase the
90 Property.

91 (2) To pay BROKER [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT]: _____ % of the gross rent
92 and \$_____ OR a flat fee of \$_____ if the Property is leased during the term of this Listing Contract,
93 unless SELLER is party to a valid Exclusive Right and Authority to Lease Agreement pertaining to the Property as of the Commencement Date of
94 this Listing Contract. Whether or not SELLER was a party to a valid Exclusive Right and Authority to Lease Agreement for the Property, if the tenant
95 purchases the Property during his tenancy or within _____ months following termination of his tenancy, BROKER shall be paid the
96 Compensation set forth herein at the time of the closing of any sale to such tenant.

97 (3) Cooperating Broker Compensation. BROKER has explained to SELLER

98 (a) BROKER's policy regarding cooperation with and compensation to other real estate brokers who may be invited to assist in
99 procuring a buyer for the Property;

100 (b) that buyer agents and brokers, even if compensated by BROKER or SELLER, may represent the interests of a buyer. Upon
101 receipt by BROKER of the Compensation provided above in this paragraph, BROKER shall pay to any such Cooperating Broker [SELECT ONE
102 AND FILL IN APPROPRIATE % OR AMOUNT]: _____ % of the purchase price or \$_____, with BROKER retaining
103 the balance of the total Compensation to be paid by SELLER as set forth herein. BROKER's offer to cooperate with and compensate other brokers
104 shall extend to the following types of brokers: [CHECK ALL THAT APPLY] IF NONE ARE SELECTED, ALL SHALL APPLY: Transaction
105 Brokers; Single Agents; No Brokerage Relationship.

106 (4) SELLER understands and agrees that the Compensation shall be paid to BROKER in the event that any sale, exchange or transfer
107 of any interest or agreement to transfer any interest in the Property (excluding involuntary foreclosure) occurs during the term of this Listing
108 Contract, whether such transaction, sale, exchange, transfer or agreement is procured or accomplished through BROKER or by or through any
109 other person or entity, including SELLER.

110 (5) BROKER shall be paid the Compensation if the Property, or any interest therein or right of use or right to purchase, is sold,
111 contracted to be sold, or otherwise transferred within _____ days after the Termination Date to anyone with whom BROKER, or those working by
112 or through BROKER, or SELLER has had contact regarding the Property prior to the Termination Date. However, the obligation to pay
113 Compensation to BROKER shall cease if SELLER enters into bona fide Exclusive Right and Authority to Sell Contract with another licensed real
114 estate broker to become effective after the Termination Date and a sale, lease, exchange, transfer or contract to sell the Property is made during
115 the term thereof.

116 5. SALES CONTRACT OBLIGATIONS.

117 In the event BROKER secures a buyer for the Property, and unless the sales contract provides otherwise, SELLER agrees to the following:

118 A. To provide and pay for the following when applicable:

119 (1) the title evidence or credit as specified in the sales contract; (2) a complete copy of any survey of the Property which has been certified to
120 SELLER, if available (together with flood elevation certificate, if applicable) and if to SELLER's knowledge there are no improvements or
121 encroachments currently located on the Property other than as shown on SELLER's survey, an Affidavit of "No Change" affirming same to the
122 Buyer; (3) if the Property is located in Lee or Charlotte County, the premium for the owners title insurance policy, and the charges for title search
123 and title continuation through the date of deed recording; (4) preparation of statutory warranty deed (or special warranty deed if SELLER is a
124 fiduciary), condominium/homeowner association estoppel letter(s), BROKER and Cooperating Broker compensation verifications, tenant estoppel
125 letter(s), copies and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form sufficient to

126 allow "gap" coverage by title insurance; (5) mortgage payoff letter from existing lender(s); (6) documentary stamps on deed; (7) real estate
127 BROKER's compensation (to be disbursed by closing agent at closing); (8) the full amount of condominium/homeowners association special
128 assessments and governmentally imposed liens or special assessments (other than CDD/MSTU assessments addressed elsewhere herein) which
129 are a lien or a special assessment that is certain as to the identity of the lienor or assessor, the property subject to the lien or special assessment,
130 and the amount of the lien or special assessment, on or before the Effective Date of the Sales Contract; (9) SELLER's attorney's fees; and
131 (10) if SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing and/or remitting funds, and/or
132 preparing the withholding certificate application and/or tax return related thereto; (11) reimbursement of pre-paid estoppel fees and other costs
133 advanced on behalf of SELLER; and (12) wire fees associated with transfer of SELLER proceeds and payoff(s).

134 **B.** To convey marketable title by general or special warranty deed, free and clear of all liens and encumbrances, except those items which
135 the Buyer agrees to assume.

136 **C.** To deliver possession and occupancy of the Property on the Closing Date.

137 **D.** To prorate the following:

138 (1) real and personal property taxes based on the current year, if available. If not available, the taxes shall be based on the TRIM "Your
139 Taxes This Year if PROPOSED Budget is Adopted" amount and current year non-ad valorem amount(s), if available or prior year non-ad valorem
140 amounts if current year not available. If neither the current year tax or TRIM amounts are available, the taxes shall be based on the prior year's bill
141 (without discount or exemptions no longer available in the year of closing) and prorated upon receipt of the actual tax bill if requested by either
142 party; (2) interest on any assumed indebtedness; (3) rent; and (4) condominium/homeowner association assessments and CDD/MSTU operating
143 and maintenance assessments.

144 **E.** To grant to the Buyer at closing a credit equivalent to the amount of any security deposit and prepaid rents held by SELLER, and any
145 accrued interest thereon, or alternatively to convey or assign to the Buyer ownership or an assignment of the account in which the deposits and
146 prepaid rents, and any accrued interest thereon, are held.

147 **6. SELLER'S DISCLOSURES.**

148 **A.** SELLER represents and warrants that (A) to the best of SELLER's knowledge no other party has a legal or equitable ownership interest in
149 the Property (If SELLER's interest in the Property is equitable or proprietary, or SELLER has the exclusive right to use, or has a contractual right to
150 acquire the Property, another party may have an interest in the Property); and (B) SELLER has the authority to enter into this Listing Contract.

151 **B.** SELLER acknowledges and understands that if SELLER knows of facts or conditions materially affecting the value of the Property, which
152 are not readily observable, SELLER has an obligation to disclose all such facts and conditions to a buyer and to BROKER. All such known facts and
153 conditions shall be set forth in writing in "Other Terms and Conditions", or by written document attached hereto and presented at the time of
154 execution of this Listing Contract. SELLER has fully reviewed this Listing Contract and the information relevant to the Property (as shown in the
155 listing information herein and/or the SELLER's Disclosure Statement, if applicable), and SELLER warrants, to the SELLER's best knowledge, the
156 accuracy of the information. SELLER agrees to indemnify and hold harmless BROKER and those relying thereon for damages resulting from the
157 inaccuracy of the information, facts and conditions provided.

158 **C.** SELLER does or does not elect to complete a seller's disclosure form. In the event that a seller's disclosure form is completed,
159 SELLER agrees to update the disclosure form from time to time as the condition of the Property warrants.

160 **D.** SELLER is or is not a foreign person or entity as defined in the Internal Revenue Code. If SELLER is a foreign person or entity,
161 SELLER may be subject to Internal Revenue Service withholding requirements at closing.

162 **E.** SELLER shall provide the "Homeowners' Association Disclosure Summary" to prospective buyers if required by law.

163 **7. COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT.**

164 The Property is or is not located within a community development district (CDD) and/or municipal service or benefit taxing unit (MSTU).
165 If the Property is located within either a CDD or MSTU, SELLER shall complete and deliver to BROKER the Addendum to Listing Contract
166 CDD/MSTU Taxes And Assessments.

167 **8. DEFAULT.**

168 If the transaction shall not be closed because of the refusal, failure or inability of SELLER to perform, or if SELLER fails or refuses to enter into
169 a contract with a ready, willing and able buyer of the Property, SELLER shall pay the Compensation to BROKER in full upon demand by BROKER.
170 In such event, this Listing Contract shall not be terminated, but shall continue in full force and effect. In the event SELLER fails or refuses to pay
171 BROKER's Compensation after demand by BROKER, SELLER hereby grants to BROKER the right to place a lien on the Property, which lien shall
172 survive termination of this Listing Contract, and which can be foreclosed in the same manner as a mortgage on real property. In the event deposits
173 are retained by SELLER, 50% thereof, but not exceeding the full amount of the Compensation to BROKER, shall be paid to BROKER as full
174 consideration for BROKER's services, including costs expended by BROKER, and the balance shall be paid to SELLER.

175 9. MISCELLANEOUS.

176 A. The Property shall be offered, shown and made available for sale to all persons without regard to race, religion, color, sex, familial status,
177 national origin, disability or sexual orientation, in full compliance with the federal, state and local fair housing laws.

178 B. The laws of the State of Florida shall control in interpretation and enforcement of this Listing Contract. In the event any litigation or dispute
179 arises out of this Listing Contract, venue for resolution shall be the county where the Property is located, with the prevailing party entitled to recover
180 from the non-prevailing party reasonable attorneys fees and court costs relating thereto.

181 C. This Listing Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties
182 hereto, their respective heirs, administrators, successors and assigns. This Listing Contract shall be binding and enforceable upon execution by
183 SELLER and BROKER (hereinafter the "Effective Date"), which shall be the last date either BROKER or SELLER signs or initials this Contract, and
184 which may be different than the "Commencement Date" of this Contract. Thereafter, this Listing Contract cannot be terminated or modified in any
185 manner, except by an agreement in writing, signed by SELLER and BROKER. Signatures and initials communicated by electronic or facsimile
186 transmission shall be binding.

187 D. A facsimile or electronic (including "pdf") copy of this Listing Contract and any signatures hereon shall be considered for all purposes as
188 an original. This Listing Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other
189 applicable laws.

190 10. A. OTHER TERMS AND CONDITIONS:

191 _____
192 _____
193 _____
194 _____

195 B. ADDENDUM: The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

196 _____
197 _____

198 To the extent such Addendum/Addenda terms conflict with the terms of this Listing Contract, the Addendum/Addenda terms shall control.

199 IN WITNESS WHEREOF, SELLER and BROKER hereto have executed this Listing Contract on the day and year below provided, with each
200 party acknowledging receipt of a copy thereof.

(Seller's Signature) (Date) (Seller's Signature) (Date)

(Seller's Printed Name) (Seller's Printed Name)

Seller's Mailing Address: _____

Seller's Contact: (Home) _____ (Office) _____ (Cell) _____ (Fax) _____

Email Address: _____

(Authorized Broker's Signature) (Date) (Listing Licensee's Printed Name)

Brokerage Firm Name: _____



SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL VACANT LAND)



Property Address: _____

Seller is obligated by Florida law to disclose to a buyer all known facts or conditions that materially affect the value of the Property which are not readily observable by a buyer. This disclosure statement is designed to facilitate Seller's compliance with Florida law and to assist a buyer in evaluation of the condition and desirability of the Property. This statement and the information contained herein do not constitute a warranty to a buyer by the Seller or any licensee involved in the sale of the Property, nor should buyer consider the information contained herein a substitute for any physical inspections of the Property. The following information is provided by the Seller and not by any licensee involved in the sale of the Property to a buyer.

<u>ITEMS</u>	<u>YES</u>	<u>NO</u>	<u>DON'T KNOW</u>
--------------	------------	-----------	-----------------------

SELLER MAY PROVIDE ADDITIONAL COMMENTS IN PARAGRAPH 6

1. SOIL, TOPOGRAPHY, LANDSCAPE AND BOUNDARIES:

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| (a) Was any portion of the Property filled or used as a landfill? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Sliding, earth movement, sinkholes, upheaval, or earth stability expansion soil problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Any drainage, water infiltration, flooding or grading problems on the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Do you know in which FEMA-designated flood zone the Property is located? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Presence on the Property of any prohibited exotic plant species? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) Any encroachments of neighboring property improvements, unrecorded easements, or boundary line disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) Structural problems with driveways, walkways, slabs, retaining walls, seawalls and docks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is Yes, describe or specify: _____

2. TOXIC OR HAZARDOUS SUBSTANCES AND WASTE:

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| (a) Any underground tanks or toxic or hazardous substances such as asbestos, polychlorinated biphenyls (PCBs), methane gas, benzene, lead-based paint, or others? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Any prior use of the Property for agriculture, storage of vehicles or equipment, or commercial uses? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Has the Property ever been designated an environmental clean-up site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Have any environmental assessments or studies (i.e. Phase I, II or III) ever been performed on the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is Yes, describe: _____

ITEMS
SELLER MAY PROVIDE ADDITIONAL COMMENTS IN PARAGRAPH 6

YES **NO** **DON'T KNOW**

3. WETLANDS AND ENVIRONMENTALLY SENSITIVE AREAS:

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| (a) Any wetlands located on the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Any wetlands determination report or application for environmental resource permit ever been filed or received as to the Property?
If your answer to (b) above is Yes, if the report or permit is available to you, attach a copy. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Any mangroves, archeological sites, protected species or other environmentally sensitive areas located on the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) If located near the coast, does the Coastal Construction Control Line touch the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is Yes, describe: _____

4. ACCESS TO PROPERTY; UTILITIES

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| (a) Legal and physical access to the Property by public road? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Legal and physical access to the Property by private road or easement?
If your answer to (b) above is Yes, shared with other property owners and jointly maintained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If your answer to (b) above is Yes, owned and maintained by a homeowners' association? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Any problems or disputes regarding access to the Property? If Yes, describe: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | | | |
| (d) Existing potable water supply to the Property is through:
<input type="checkbox"/> Public water line <input type="checkbox"/> Private water plant <input type="checkbox"/> On-site well <input type="checkbox"/> None | | | <input type="checkbox"/> |
| If water source is by well, have any percolation tests been performed? If Yes, please attach a copy if available to you. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Existing wastewater treatment for the Property is through:
<input type="checkbox"/> Public sewer line <input type="checkbox"/> Private treatment company <input type="checkbox"/> On-site septic system <input type="checkbox"/> None | | | <input type="checkbox"/> |
| (f) Existing utilities to the Property:
<input type="checkbox"/> Electric <input type="checkbox"/> Telephone <input type="checkbox"/> Fire hydrant <input type="checkbox"/> Cable TV <input type="checkbox"/> Natural Gas | | | |

5. SURVEY OF PROPERTY:

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| (a) Do you have a survey to provide to the Buyer? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Do you have an Elevation Certificate to provide the Buyer? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Has the Property ever previously been improved with a home or other building(s) that has since been demolished or removed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to (c) above is Yes, describe: _____

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| (d) Any work not done in compliance with prevailing building codes or zoning regulations?
If yes, describe: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

6. ADDITIONAL SELLER COMMENTS:

SELLER'S REPRESENTATION:

Seller represents that, to the best of Seller's knowledge, the information contained herein with respect to the condition of Property is accurate and complete as of the date signed by Seller. Seller hereby authorizes the listing broker to provide this information to prospective buyers of the Property and to cooperating brokers and licensees. If there are any material changes in the answers to the questions contained herein, Seller agrees to promptly update this Seller's Property Disclosure Statement and to provide to the listing broker and prospective buyers a revised copy of the same, if there are any material changes in the answers to the questions contained herein.

(Seller's Signature) (Date)

(Seller's Signature) (Date)

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges receipt of this Seller's Property Disclosure Statement, and understands that, if Buyer signs this Seller's Disclosure Statement prior to Buyer's executing any offer (or counter-offer, as applicable), the Property is being sold subject to the conditions disclosed herein. Buyer further acknowledges that there may be conditions unknown to Seller. No representations concerning the condition of Property are being relied upon by Buyer except as disclosed herein or stated in the sales contract.

(Buyer's Signature) (Date)

(Buyer's Signature) (Date)

RENTALS



SHOWING/COMMISSION AGREEMENT FOR RENTALS (NO BROKERAGE RELATIONSHIP)



This Agreement is entered into between:

("LANDLORD") _____ and

("BROKER") _____,

relating to the following described real property owned by LANDLORD ("Property"):

1. LANDLORD shall allow BROKER to show and/or market the Property and attempt to procure for LANDLORD a tenant on terms satisfactory to LANDLORD. If BROKER procures a tenant with whom LANDLORD, within _____ calendar days after the date of this Agreement, enters into any lease of the Property, LANDLORD shall pay BROKER compensation equal to _____% of the gross rents to be paid by the tenant and \$_____ OR a flat fee of \$_____ under said lease to BROKER ("BROKER's Compensation"), payable at time of the execution of said lease.
2. LANDLORD and BROKER agree and understand that BROKER does not represent LANDLORD in any capacity under this Agreement; however, BROKER owes to LANDLORD the following duties: (a) dealing honestly and fairly; (b) disclosing all known facts that materially affect the value of the Property which are not readily observable to the tenant; and (c) accounting for all funds entrusted to the licensee.
3. If any deposits paid by a tenant are retained by LANDLORD, 50% thereof, but not exceeding the full amount of unpaid BROKER's Compensation, including costs expended by BROKER, shall be paid to BROKER as full consideration for BROKER's services, and the balance shall be paid to LANDLORD.
4. If the transaction shall not be closed because of the refusal, failure, or inability of LANDLORD to perform, or if LANDLORD fails or refuses to enter into a lease with a ready, willing, and able tenant for the Property, for the following rental amount:
 - (a) Seasonal Rent: From: _____ To _____ \$ _____ per month, plus all sales and service taxes imposed by any taxing authority.
 - (b) Off-Season Rent: From: _____ To _____ \$ _____ per month, plus all sales and service taxes imposed by any taxing authority.
 - (c) Annual Rent: \$ _____ per month.
 - (d) Security Deposit: \$ _____ to be held in accordance with Florida law.
 - (e) Advance Rent: Requested \$ _____.
 - (f) Restrictions:
 - (i) Smoking is [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) prohibited or (2) permitted.
 - (ii) Pets are [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) prohibited or (2) permitted.
Type of permitted pets: _____
 - (iii) Other: _____

then LANDLORD shall pay the full Compensation to BROKER as set forth herein upon demand by BROKER. In such event, this Agreement shall not be terminated, but shall continue in full force and effect during the term hereof. In the event LANDLORD fails or refuses to pay the Compensation after demand by BROKER, LANDLORD hereby grants to BROKER the right to place a lien on the Property, which lien shall survive termination of this Agreement, and which can be foreclosed in the same manner as a mortgage on real property.
5. **"Cautionary note regarding audio and/or video surveillance and recording devices:** There are Federal and Florida laws governing use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law. Seller agrees to inform broker in the event such devices are in active use on the property."
6. BROKER shall offer, show and make the Property available, and attempt to procure a tenant for the Property without regard to race, religion, color, sex, familial status, national origin, disability, or sexual orientation, in full compliance with federal, state and local fair housing laws.
7. In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs from the non-prevailing party.
8. Other Terms and Conditions: _____

(Landlord's Signature) (Date)

(Authorized Broker's Signature) (Date)

(Landlord's Signature) (Date)

(Brokerage Firm Name)

(Licensee's Printed Name)



RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



1 THIS RENTAL LISTING CONTRACT (this "Contract") is made and entered into on {Insert Date} _____
 2 between: ("LANDLORD") _____ and
 3 ("BROKER") _____.

4 1. **PREMISES/PROPERTY:** For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the
 5 premises having the following street address: _____,
 6 and if applicable, together with Parking Space(s) (#)_____, Garage(s) (#)_____, Cabana(s) (#)_____, Storage Locker(s) (#)_____, and
 7 Boat Dock(s) or Slip(s) (#)_____ to which LANDLORD has an exclusive right of use and the right to rent (collectively, the "Premises"), legally
 8 described as follows: _____.

9 2. **TERM OF LISTING:** BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on
 10 _____ ("Contract Commencement Date") and terminating on _____
 11 ("Termination Date"). The Contract Commencement Date shall be the date this Contract is signed by LANDLORD if no Contract Commencement
 12 Date is inserted. The Termination Date shall be one (1) year from the Contract Commencement Date if no fixed date is inserted. LANDLORD agrees
 13 to pay BROKER the agreed upon rental commission compensation for all rentals for the Premises (or portion thereof) procured under and during the
 14 time of this Contract, including rentals between LANDLORD and Tenant, all reservations, renewals, assignments, and transfers outside the
 15 Termination Date of this Contract, as per Paragraph 4B.

16 3. **TERMS OF RENTAL:** BROKER'S exclusive right and authority to rent shall be for the following rental amount and terms, or upon any other
 17 rental amount or terms to which LANDLORD may hereafter consent:

18 A. Seasonal Rent: From: _____ To: _____ \$ _____
 19 per month, plus all sales and service taxes imposed by any taxing authority.

20 B. Off-Season Rent: From: _____ To: _____ \$ _____
 21 per month, plus all sales and service taxes imposed by any taxing authority.

22 C. Annual Rent: \$ _____ per month.

23 D. Security Deposit: \$ _____ to be held in accordance with Florida law.

24 E. Advance Rent Requested: \$ _____

25 F. Availability: PROPERTY will be available AT ALL TIMES during the RENTAL LISTING CONTRACT PERIOD, unless otherwise agreed to
 26 between LANDLORD and BROKER or unless otherwise set forth in this Contract.

27 G. Restrictions:
 28 (1) Smoking is [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) prohibited or (2) permitted.
 29 (2) Pets are [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) prohibited or (2) permitted.
 30 Type of permitted pets: _____
 31 (3) Other: _____

32 H. Furnishings: The Premises are offered [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]:
 33 (1) unfurnished or (2) furnished. If the Premises are offered furnished, LANDLORD [SELECT ONE. IF NO SELECTION IS MADE,
 34 (1) SHALL APPLY]: (1) agrees or (2) does not agree to provide BROKER with a copy of the inventory within 10 days after the
 35 Commencement Date of this Contract.

36 I. Utilities and Additional Expenses: Fill in each blank space in this section with "L" for LANDLORD or "T" for Tenant. If space is left blank,
 37 LANDLORD will be required to pay for that item. ("A" = Annual; "S" = Seasonal.)

<u>ITEM</u>	<u>A</u>	<u>S</u>	<u>ITEM</u>	<u>A</u>	<u>S</u>	<u>ITEM</u>	<u>A</u>	<u>S</u>
Electric	___	___	Long Distance and Toll Calls	___	___	Golf Transfer Fee	\$ _____	___
Basic Cable	___	___	Exterior Pest Control	___	___	Pre-Occupancy Cleaning	\$ _____	___
Sewer	___	___	Pool Maintenance	___	___	Post-Occupancy Cleaning	\$ _____	___
Water	___	___	Propane Pool Heat	___	___	Association Maintenance Fees	\$ _____	___
Trash	___	___	Heat & A/C Filters	___	___	Association Tenant Security/ Common Area Deposit	\$ _____	___
Lawn Care	___	___	Interior Pest Control	___	___	Association Application Fee(s)	\$ _____	___
Local Phone	___	___	Real Estate Taxes	___	___	Pet Deposit	\$ _____	___
Other	___	___	Rec. Lease Fee \$ _____	___	___	Credit Application Fee	\$ _____	___
Other	___	___	Transfer Fee \$ _____	___	___	BROKER Application Fee	\$ _____	___

38 [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) Tenant or (2) LANDLORD shall pay all charges for hookup,
39 connection and deposit for the above utilities except: _____ .

40 4. LANDLORD'S OBLIGATIONS: LANDLORD AGREES:

41 A. To pay BROKER compensation of [FILL IN THE APPROPRIATE % AND/OR AMOUNT]:

42 _____% of all gross rental income, whether procured by BROKER or LANDLORD including advance rent,
43 and \$ _____ as set forth in the rental agreement, or a fee of \$ _____ for BROKER's services, plus any
44 federal, state and local taxes that may be due for BROKER's services, payable as follows: _____ .

45 B. If a Tenant procured hereunder enters into a renewal rental agreement, extension agreement or new rental agreement(s) of the Premises
46 within _____ months after the Termination Date of this Contract, BROKER shall be deemed the procuring cause and shall be paid the leasing
47 compensation as per Paragraph 4.A.

48 C. If the Premises are sold to Tenant during the term of the rental or any renewal thereof, or within _____ days thereafter, to pay at
49 closing to the real estate broker Compensation of _____% of the purchase price of the Property
50 and \$ _____ OR a flat fee of \$ _____ to BROKER.

51 D. TO PAY THE COMPENSATION TO BROKER WHETHER TENANT IS SECURED BY BROKER OR BY ANY OTHER PERSON AND TO
52 REFER TO BROKER ALL INQUIRIES ABOUT THE PREMISES, WHETHER THEY ARE FROM OTHER BROKERS, LICENSEES, OR ANY
53 OTHER PERSONS OR ENTITIES.

54 E. If the Premises are sold to a buyer other than Tenant during the term of the rental, to pay at closing all unpaid portions of BROKER's rental
55 compensation for the entire term of the rental.

56 F. To provide BROKER access to the Premises for the purpose of inspection or presenting it to prospective tenants and/or buyers at
57 reasonable hours.

58 G. To maintain and repair the Premises including, but not limited to, the roofs, porches, windows, exterior walls, screens, foundations, floors,
59 structural components, locks, keys, and steps, and to keep the plumbing, heating, air conditioning systems and appliances in working order, except
60 where Tenant has agreed to provide such maintenance. LANDLORD shall also ensure that the Premises comply with all applicable building,
61 housing, and health codes including, but not limited to, ensuring that a working smoke detector device is installed in the Premises at the
62 commencement of each rental agreement.

63 H. To comply with the procedures contained in Chapter 83, Florida Statutes, as amended or superseded, regarding the handling of the
64 Security Deposit.

65 I. To provide Tenant such condominium, cooperative and/or homeowners' association documents as may be customary in the community so
66 that Tenant may (1) make prompt application with the respective association(s) for approval, if required, and (2) otherwise comply with the rules of
67 said association(s).

68 J. To permit interior and exterior photographs and/or videos of the Property to assist the BROKER in marketing the Property.

69 K. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any
70 materials or content developed by BROKER, or by third parties acting on Broker's behalf, for use in marketing the Property, including, but not limited
71 to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and
72 other copyrightable elements relating to the Property ("Marketing Materials"). LANDLORD further grants to BROKER a royalty-free, perpetual, and
73 irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by LANDLORD to Broker for use in
74 marketing the Property. LANDLORD warrants that any such Marketing Materials provided by LANDLORD to BROKER do not violate or infringe upon
75 the intellectual property or other rights of any other person or entity.

76 L. LANDLORD warrants to BROKER that all financial obligations for the Property are paid currently and up to date and will remain so during
77 the Contract.

78 M. "Cautionary note regarding audio and/or video surveillance and recording devices: There are Federal and Florida laws governing
79 use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law. Seller
80 agrees to inform broker in the event such devices are in active use on the property."

- 81 5. **BROKER'S OBLIGATIONS: BROKER AGREES:**
- 82 A. To become informed about the Premises.
- 83 B. To promote the Premises for rent as BROKER deems advisable.
- 84 C. To distribute such information regarding this Contract as BROKER deems advisable to other real estate brokers, and to cooperate with
85 other brokers in procuring a Tenant for the Premises.
- 86 D. To promptly pay the procuring broker participating in the rental of the Premises after receipt by BROKER of the compensation provided for
87 in Paragraph 4.A. of this Contract. BROKER has explained (1) BROKER's policy regarding cooperation with and compensation to other brokers, and
88 (2) that Tenant agent(s) and broker(s), even if compensated by BROKER or LANDLORD, may represent the interests of a tenant. BROKER will offer
89 a cooperating broker compensation [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT] in the amount of _____%
90 of the rental amount and \$_____ OR a flat fee of \$_____.
- 91 E. To keep LANDLORD informed as to the progress being made on renting of the Premises.
- 92 F. INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN EACH
93 CASE]: LANDLORD agrees that the Property (1) may or (2) may not be displayed on the internet. LANDLORD acknowledges that if (2) above
94 is selected, consumers who search the internet will not see information about the Property in response to their search. If the LANDLORD selects
95 option (1) above, LANDLORD further agrees as follows: that the address of the Property (1) may or (2) may not be displayed on the internet.
96 Real estate brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers,
97 customers or clients (1) may not or (2) may display an automated estimated valuation of the Property on such websites, and (1) may not or
98 (2) may enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the
99 websites.
- 100 6. **AUTHORIZATION TO HANDLE FUNDS/DEFAULT:** BROKER is authorized to accept money deposited by Tenant, and if said deposit shall be
101 forfeited by the prospective Tenant, BROKER is entitled to one-half of said deposit, but not exceeding the total amount of BROKER's compensation,
102 as BROKER's compensation.
- 103 7. **RENTAL NOT GUARANTEED:** LANDLORD understands that this Contract does not guarantee the rental of the Premises, but that it does
104 guarantee that BROKER will make an earnest and continued effort to rent same until this Contract is terminated.
- 105 8. **MISCELLANEOUS:** LANDLORD acknowledges that LANDLORD has received a copy of this Contract. The laws of the State of Florida shall
106 control with respect to the interpretation and enforcement of the provisions of this Contract. If any litigation or dispute arises out of this Contract,
107 venue for resolution shall be in the county in which the Premises are located, with the prevailing party entitled to recover reasonable attorneys' fees
108 and court costs relating thereto. This Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the
109 benefit of the parties hereto, their respective heirs, administrators, successors and assigns. This Contract shall be enforceable upon execution by
110 LANDLORD and BROKER. Thereafter, this Contract cannot be modified in any manner, except by an agreement in writing signed by LANDLORD
111 and BROKER. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this
112 Contract. References to singular parties shall include the plural where applicable.
- 113 9. **LIMITATION OF LIABILITY:** Except in the case of gross negligence or illegal acts by BROKER, LANDLORD agrees to hold BROKER
114 harmless from all liability, damages, suits or claims in connection with any and all matters arising from or related to this Contract including, but not
115 limited to, (A) injuries to person(s) or property suffered or sustained by any person(s), (B) if applicable, handling of the Security Deposit, rents, and
116 payment of expenses and (C) if applicable, inspection of the Premises for damages caused by Tenant. If BROKER acts as Escrow Agent with
117 respect to any funds hereunder, LANDLORD agrees to hold BROKER harmless from any negligent act or delivery, nondelivery or misdelivery of said
118 escrow funds, and BROKER shall be liable only for gross negligence. In any suit between the LANDLORD and any tenant procured hereunder,
119 BROKER may interplead the escrow funds into the registry of the Court, and BROKER shall be entitled to reasonable attorneys' fees and court costs
120 incurred, which fees and court costs shall be charged against the non-prevailing party. Nothing in this Contract shall make BROKER responsible for
121 any condition created or caused by any act or omission of LANDLORD, Tenant or any other person on the Premises with or without Tenant's
122 consent.
- 123 10. **FAIR HOUSING:** The Premises shall be offered, shown and made available for rent to all persons without regard to race, religion, color, sex,
124 familial status, national origin, disability, or sexual orientation, in full compliance with the federal, state and local fair housing laws.
- 125 11. **OWNERSHIP OF PREMISES:** LANDLORD represents that all signatures representing full ownership of the Premises appear on this Contract
126 and that there are no other owners.
- 127 12. **LOCKBOX AUTHORIZATION:** LANDLORD [SELECT ONE. IF NO SELECTION IS MADE, (A) SHALL APPLY]: (A) does or (B) does
128 not authorize BROKER to install and use a lockbox on the Premises. If LANDLORD authorizes use of a lockbox, LANDLORD acknowledges that
129 the lockbox is not intended or designed as a security device, but rather is a device to enable more efficient renting of LANDLORD'S
130 Premises. LANDLORD hereby releases BROKER, Naples Area Board of REALTORS® and Association of Real Estate Professionals, Inc., M.L.S. of
131 Naples, Inc., any other Associations of REALTORS or Multiple Listing Service(s) owned, in whole or in part by such organizations, as well as any
132 members, participants or subscribers of any such organizations, from any liability for any injuries, losses, costs, or expenses suffered or incurred by
133 LANDLORD by reason of unauthorized access to the Premises resulting from the availability of the lockbox.

134 13. **BROKERAGE RELATIONSHIP:** BROKER, or licensee of BROKER, has informed and disclosed to LANDLORD the brokerage relationship
135 between BROKER and LANDLORD. The brokerage relationship is _____ . (If left blank, transaction broker relationship shall apply.)

136 14. **MULTIPLE LISTING SERVICE(S) DATABASE COMPILATIONS:** If the listing is entered into MLS, LANDLORD authorizes BROKER to
137 provide MLS with (A) factual data about the physical characteristics of the Premises; (B) timely notice of status changes relating to the listing; (C)
138 pending rental information (excluding rental terms), and (D) the closed renting terms upon the lease of the Premises. LANDLORD grants to
139 BROKER the right to authorize MLS to incorporate the aforementioned information into its database. LANDLORD and BROKER acknowledge and
140 agree that all database compilations are owned exclusively by MLS, which shall have the sole and exclusive right to license access to the data in the
141 database, including data about the Premises, as MLS deems appropriate.

142 15. **NO MANAGEMENT AGREEMENT: LANDLORD ACKNOWLEDGES THAT THIS CONTRACT DOES NOT CONSTITUTE A MANAGEMENT**
143 **AGREEMENT. BROKER SHALL HAVE NO PROPERTY MANAGEMENT DUTIES. ANY ARRANGEMENTS FOR PROPERTY MANAGEMENT**
144 **SHOULD BE SET FORTH IN A SEPARATE AGREEMENT. IF NO PROPERTY MANAGEMENT AGREEMENT IS ENTERED INTO BETWEEN**
145 **LANDLORD AND BROKER, LANDLORD SHALL DEAL DIRECTLY WITH TENANT WITH RESPECT TO REPAIR AND MAINTENANCE**
146 **ISSUES.**

147 16. **OTHER TERMS AND CONDITIONS:** _____

148 _____

149 _____

150 _____

151 _____

152 _____

153 _____

154 _____

155 _____

156 _____

157 **BEFORE SIGNING, LANDLORD HAS REVIEWED THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT.**

(Landlord's Signature) (Date) (Landlord's Signature) (Date)

(Landlord's Printed Name) (Landlord's Printed Name)

Landlord's Mailing Address: _____

Landlord's Contact: (Home) _____ (Office) _____ (Cell) _____ (Fax) _____

Email Address: _____ Property Telephone: _____

(Authorized Broker's Signature) (Date) (Listing Licensee's Printed Name)

Brokerage Firm Name: _____



AMENDMENT TO RENTAL LISTING CONTRACT CHANGES



MLS NUMBER: _____

This Amendment is to the Rental Listing Contract dated _____ {Insert Date} between:

("LANDLORD") _____ and

("BROKER") _____ ,

relating to the following described real property ("Property"):

_____ .

For good and valuable consideration, the Rental Listing Contract is amended as follows:

A) **PRICE CHANGE:** Listing rent \$ _____ is changed to \$ _____
(present rent amount) (new rent amount)

B) **EXTENSION:** The Rental Listing Contract is extended through _____ ("Termination Date")
(Insert Date)

C) **WITHDRAWAL FROM MLS:** The MLS Status shall be changed from Active to Withdrawn effective
_____(Insert Date)

LANDLORD UNDERSTANDS THAT THIS WITHDRAWAL DOES NOT IN ANY WAY VOID THE RENTAL LISTING CONTRACT ON THE PROPERTY AND DOES NOT RELEASE THE LANDLORD FROM THE OBLIGATIONS OF THAT CONTRACT.

D) **RETURN TO ACTIVE:** The MLS Status shall be changed from Withdrawn to Active effective
_____(Insert Date).

E) Other _____

(Landlord's Signature) (Date)

(Authorized Broker's Signature) (Date)

(Landlord's Signature) (Date)

(Brokerage Firm Name)

(Listing Licensee's Printed Name)



LEASE FORMS—SUPREME COURT APPROVED REAL ESTATE LICENSEE NOTICE AND DISCLOSURE



NOTICE: Real estate licensees in the State of Florida can only assist landlords and tenants in completing the blanks in lease forms and landlord/tenant notice forms approved by the Florida Supreme Court. Oral communications by licensees are restricted to those communications reasonably necessary to elicit factual information to complete the blanks on the form. Licensees cannot make any changes, revisions or modifications to the approved forms. Licensees assisting any landlord or tenant in completing the approved forms must provide this Notice and Disclosure, to be signed by the landlord and/or tenant. All parties should retain a copy.

DISCLOSURE: On {Insert Date} _____

(LICENSEE's Name) _____ and

(Name of Brokerage Firm) _____

have informed LANDLORD: _____ and/or

TENANT: _____ as follows:

1. LICENSEE is not an attorney, and may not give legal advice or represent me in court.
2. LICENSEE may only help me fill out certain form leases and landlord/tenant notices approved by the Florida Supreme Court. LICENSEE may only help me by asking me factual questions to fill in the blanks on the form.
3. LICENSEE is not an attorney and cannot tell me what my rights or remedies are, or tell me how to testify in court.

LANDLORD confirms [SELECT ONE]:

I can read English I cannot read English, but this Notice and Disclosure was read to me by:

_____ (Name) in
_____ (Language), which I understand.

TENANT confirms [SELECT ONE]:

I can read English I cannot read English, but this Notice and Disclosure was read to me by:

_____ (Name) in
_____ (Language), which I understand.

RECEIVED AND ACKNOWLEDGED BY:

(Licensee's Signature) (Date)

(Licensee's Printed Name)

(Landlord's Signature) (Date)

(Tenant's Signature) (Date)

(Landlord's Signature) (Date)

(Tenant's Signature) (Date)



LEAD-BASED PAINT LAW BROKER NOTICE TO SELLER OR LANDLORD



Property Address: _____

This notification is to assist SELLERS and LANDLORDS in understanding their responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling built prior to 1978, SELLERS and LANDLORDS have a number of disclosures and other requirements that must be met.

Before you sign a contract to sell or lease your property, the law requires that you:

1. Disclose to the buyer or tenant any known lead-based paint and lead-based paint hazards, and provide any related reports or risk assessments that have been performed on the property.
2. Provide the buyer or tenant with a federal pamphlet titled "Protect Your Family From Lead In Your Home".
3. Provide the buyer with at least a 10-day contingency period in the Sales Contract to conduct a lead-based paint inspection or risk assessment, at the buyer's expense.
4. Be certain that the proper language is included in or attached to the Sales Contract or lease ensuring that the disclosure and notification actually take place and that the document contains your signature and those of the buyers or tenants and the licensees certifying to the accuracy of their statements to the best of their knowledge.

The law also requires that you retain a copy of the Sales Contract or lease attachment for a period of 3 years after the closing date or lease commencement date.

This information sheet was provided by _____ (Name of Brokerage Firm)
to the SELLER or LANDLORD on _____ {Insert Date}.

Listing Licensee's Signature (Date)

SELLER OR LANDLORD makes the following disclosures to the Listing Licensee:

1. Lead-based paint and lead-based paint hazards in the dwelling **[SELECT ONE]**:
 - SELLER OR LANDLORD has no knowledge of lead-based paint or lead-based paint hazards in the dwelling.
 - SELLER OR LANDLORD knows of the following lead-based paint or lead-based paint hazards in the dwelling (describe all known information):

2. Available Records and Reports **[SELECT ONE]**:
 - SELLER OR LANDLORD has no records or reports regarding lead-based paint or lead-based paint hazards.
 - SELLER OR LANDLORD has the following documents available regarding lead-based paint or lead-based paint hazards in the dwelling:

(Seller's or Landlord's Signature) (Date)

(Seller's or Landlord's Signature) (Date)



**ADDENDUM TO LEASE
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**



Lead Warning Statement: *Dwellings built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 dwellings, landlords must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

A. LANDLORD's Disclosure and Obligations for the Property located at: _____

- 1. Presence of lead-based paint and/or lead-based paint hazards **[SELECT ONE]**:
 - LANDLORD** knows of lead-based paint and/or lead-based paint hazards present in the dwelling. Explain:

 - LANDLORD** has no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling.
- 2. Records and Reports available to the LANDLORD **[SELECT ONE]**:
 - LANDLORD** has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the dwelling (list documents below):

 - LANDLORD** has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the dwelling.

B. TENANT's Acknowledgment and Rights:

- 1. TENANT has received copies of all information listed above.
- 2. TENANT has received the pamphlet *Protect Your Family From Lead in Your Home*.
- 3. If TENANT receives this attachment or comparable disclosures at any time after the date of the lease agreement, TENANT shall have a period of 3 days, excluding Saturdays, Sundays, and federal legal holidays, following receipt of the information and items in B.1. and B.2. above, to terminate the lease agreement by written notice to LANDLORD of such termination.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

(Landlord's Signature)	(Date)	(Tenant's Signature)	(Date)
(Landlord's Signature)	(Date)	(Tenant's Signature)	(Date)

Listing Licensee's Acknowledgment:

Listing Licensee has informed LANDLORD of LANDLORD's obligations to provide the disclosures, inspection and termination rights set forth herein, and is aware of his/her responsibility to assure LANDLORD's compliance to the extent required of Listing Licensee by law.

(Listing Licensee's Signature)	(Date)
--------------------------------	--------



TERMINATION OF LEASE AND DEPOSIT RELEASE AND DIRECTIVE



This Termination of Lease and Deposit Release and Directive is made on {Insert Date} _____

by and between ("LANDLORD") _____ and

("TENANT") _____,

relating to the following described real property ("Property"):

_____.

1. LANDLORD and TENANT hereby release each other from all rights, duties, obligations, and claims arising out of or relating to the lease entered into by LANDLORD and TENANT relating to the Property (the "Lease"). The Lease is hereby terminated.

2. LANDLORD and TENANT agree that any security or other deposit(s) and/or advance rent set forth in the Lease are to be disbursed as follows:

\$ _____ to _____

\$ _____ to _____

\$ _____ to _____

\$ _____ to _____

3. LANDLORD and TENANT hereby also release from all claims, obligations, and liabilities, any and all real estate brokers and their licensees identified in the Lease or otherwise involved in the transaction, and any escrow agent(s) designated therein, upon disbursement of any security or other deposit(s) and/or advance rent as set forth in this release and directive. Real estate brokers and their licensees shall not be responsible for the disbursements of the said funds unless said real estate broker is also the escrow agent.

(Landlord's Signature) (Date) (Tenant's Signature) (Date)

(Landlord's Signature) (Date) (Tenant's Signature) (Date)



TERMINATION OF RENTAL LISTING CONTRACT



MLS NUMBER: _____

The Rental Listing Contract dated _____ {Insert Date}

by and between ("LANDLORD") _____

and ("BROKER") _____

relating to the real property legally described as (the "Property"):

is terminated effective _____ {Insert Date}

by mutual agreement of BROKER and LANDLORD. BROKER will promptly terminate the Property in the MLS.

The provisions of Paragraphs 4.B., 4.C, 4.E and 4.K. of the Rental Listing Contract shall survive this termination.

(Landlord's Signature) (Date)

(Authorized Broker's Signature) (Date)

(Landlord's Signature) (Date)

(Brokerage Firm Name)

(Listing Licensee's Printed Name)

**SALES
CONTRACTS
(RESIDENTIAL)**



SALES CONTRACT (RESIDENTIAL IMPROVED PROPERTY)



SELLER: _____

BUYER: _____

SELLER: _____

BUYER: _____

ADDRESS: _____

ADDRESS: _____

1 UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE
2 FOLLOWING TERMS AND CONDITIONS, the real property hereafter legally described, and all non-leased fixtures (the "Real Property")
3 together with the following items existing on the Effective Date: built-in appliances and beverage cooler(s)/dispenser(s); attached lighting;
4 ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-visual, home entertainment and/or
5 home sound systems including all operational components and software; hurricane/storm shutters and panels; central vacuum system
6 including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system including cameras;
7 drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment; and _____

8 _____
9 (the Real Property and the above items are collectively referred to as the "Property"), and together with the following personal property existing
10 on the Effective Date: refrigerator(s); range(s); dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains, blinds, shades and other
11 window treatments; garage door opener(s)/remote(s); keys, fobs and other access devices (including to community property); pool or solar
12 cover; child pool safety fence, and automated pool cleaning equipment, and _____

13 _____
14 and the additional personal property, if any listed on the attached inventory or list (the "Personal Property").

15 The following items are excluded: _____.

16 The Personal Property shall be free from liens and is deemed without value, left for the convenience of the parties, and transferred without
17 consideration, unless otherwise agreed to by the parties.

18 The address of the Property is: _____

19 **LEGAL DESCRIPTION OF THE PROPERTY:**
20 _____, _____ County, Florida.

21 IF THE PROPERTY IS A COOPERATIVE PARCEL, THE COOPERATIVE ADDENDUM TO SALES CONTRACT (RESIDENTIAL IMPROVED
22 PROPERTY) IS INCORPORATED HEREIN AND MADE AN INTEGRAL PART OF THIS CONTRACT.

23 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # _____,
24 Garage(s) # _____, Cabana(s) # _____, Storage Locker(s) # _____, Boat Dock(s) or Slip(s) # _____, and other
25 common elements and common areas to which SELLER has an exclusive right of use and the right to convey.

26 1. **PURCHASE PRICE:** The purchase price (U.S. currency), which is allocated to the Property
27 only unless otherwise stated, shall be payable as follows:\$ _____

28 A. Initial Deposit to be held in escrow\$ _____

29 **[SELECT ONE. IF NO SELECTION IS MADE, ACCOMPANIES OFFER SHALL APPLY.]**

30 accompanies offer is due on the Effective Date is due not later than _____ days after the Effective Date.

31 Additional Deposit to be received in escrow not later than _____ days after the
32 Effective Date\$ _____

33 B. Proceeds of mortgage, if any [See Paragraph 4.B.]\$ _____

34 C. Proceeds of SELLER mortgage, if any [see Paragraph 4.C.]\$ _____

35 D. Other: _____ \$ _____

36 E. Balance of the purchase price, payable from BUYER to the closing agent
37 at closing, subject to adjustments and prorations, of approximately\$ _____

38 Closing funds and all deposit funds tendered to the closing agent within 15 days prior to closing shall be paid by wire transfer. All
39 international funds shall be paid by wire transfer. All deposits are subject to collection.

40 **2. PERIOD OF OFFER AND COUNTER-OFFER; EFFECTIVE DATE:** This offer is revoked if not accepted and the signed offer delivered to
41 offeror, by _____ AM PM on _____ {Insert Date}. Any counter-offer is revoked if not accepted
42 and the signed counter-offer delivered to counter-offeror not later than _____ days [2 days if left blank] after delivery of the counter-offer.

43 The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. ALL CHANGES TO THE
44 OFFER OR COUNTER-OFFER MUST BE INITIALED AND DATED. THE LATEST DATE SET FORTH ON THIS CONTRACT BY EITHER
45 PARTY'S SIGNATURE OR INITIALS SHALL BE THE EFFECTIVE DATE.

46 **3. CLOSING DATE; TIME OF THE ESSENCE; CLOSING LOCATION; CLOSING AGENT; POSSESSION:** Closing shall occur on
47 _____ {Insert Date} (the "Closing Date"). **Time is of the essence as to the Closing Date.**
48 Closing shall occur in the county where the Property is located, at an office designated by the closing agent, who shall be selected by BUYER.
49 BUYER shall be the legal owner of the Property as of the closing, and SELLER shall vacate and give possession of the Property at the closing.
50 SELLER shall leave the dwelling(s) on the Property in broom-clean condition and the entire Property free of debris.

51 **4. METHOD OF PAYMENT [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:** **A. CASH/FINANCING WITHOUT**
52 **CONTINGENCY:** BUYER will pay cash, but may obtain a loan for the purchase of the Property; however there is no financing contingency. **If**
53 **BUYER elects to finance BUYER's purchase of the Property through a creditor/lender, BUYER shall be required to timely perform all**
54 **BUYER's obligations under the Contract and to close on the Closing Date, notwithstanding any terms and conditions imposed by**
55 **BUYER's creditor/lender and/or any applicable disclosure, delivery and compliance requirements of the Consumer Financial Protection**
56 **Bureau Integrated Mortgage Disclosure Rule ("CFPB Rule");** **B. FINANCING CONTINGENCY:** Subject to the provisions of this paragraph,
57 BUYER's obligation to purchase the Property is contingent upon BUYER obtaining a loan, unless waived by BUYER as set forth below, in at least
58 the amount shown in 1.B. above, to be secured by a mortgage on the Property at [**SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL**
59 **APPLY**]: (1) an initial or (2) fixed rate of interest not exceeding _____% per year, for an amortized term of _____ years [30 years if
60 left blank]. BUYER shall make loan application as defined in the CFPB Rule ("Loan Application") not later than _____ days after the Effective
61 Date [5 days if left blank], and shall make a continuing good faith and diligent effort to obtain said loan and comply with all applicable
62 requirements of the creditor/lender and CFPB Rule relating to the loan process. If BUYER fails to waive this financing contingency on or before
63 _____ {Insert Date} [45 days after the Effective Date if left blank], either SELLER or BUYER may
64 terminate this Contract at any time. BUYER's termination under this contingency must be accompanied by either (i) an Equal Credit
65 Opportunity Act statement of adverse credit action issued by a creditor/lender confirming that mortgage financing on the terms set forth in this
66 Contract was denied on grounds that either the Property was unacceptable to the creditor/lender or the BUYER financially failed to qualify for
67 said financing terms, or (ii) other evidence from the creditor/lender that BUYER has made Loan Application and made diligent and good faith
68 efforts to meet all applicable requirements of the creditor/lender and the CFPB Rule, but has received neither loan approval nor loan denial
69 from the creditor/lender. SELLER's right to terminate shall cease to exist if BUYER waives this financing contingency prior to SELLER giving
70 BUYER notice of termination. **IF BUYER WAIVES THIS CONTINGENCY AND IS UNABLE TO CLOSE ON THE CLOSING DATE DUE TO A**
71 **DELAY CAUSED SOLELY BY THE CREDITOR/LENDER AND/OR NECESSITATED BY THE CFPB RULE, BUYER MAY EXTEND THE**
72 **CLOSING DATE UP TO 10 DAYS FOR CFPB RULE COMPLIANCE AND TO ACCOMMODATE RECEIPT AND EXECUTION OF THE**
73 **LOAN PACKAGE AND LOAN FUNDING.** Delivery of documentation evidencing loan commitment or loan approval shall not constitute
74 a waiver of the financing contingency. BUYER acknowledges that once BUYER waives this financing contingency, BUYER's deposit
75 monies are no longer refundable under this Paragraph 4. **C. SELLER FINANCING.** The "Addendum to Sales Contract Seller
76 Financing" is attached hereto and made a part hereof.

77 **5. CDD/MSTU SPECIAL TAX DISTRICTS:** The Property is is not located within a Community Development District ("CDD") or
78 Municipal Service or Benefit Taxing Unit ("MSTU"). BUYER will at closing assume any outstanding capital assessment balance. **If the**
79 **Property is located within a CDD or MSTU, and if there is any outstanding capital balance, BUYER should not execute this Contract**
80 **until BUYER has received and signed the "Addendum to Sales Contract CDD/MSTU Assessments Disclosure" or similar written**

81 disclosure from SELLER setting forth the approximate outstanding capital assessment balance, which BUYER will assume at
82 closing.

83 **6. CONDOMINIUM/HOMEOWNER ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS.**
84 SELLER shall pay the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special
85 assessments (other than CDD/MSTU assessments which are addressed in Paragraph 5), which, on or before the Effective Date, are a lien or a
86 special assessment that is certain as to (a) the identity of the lienor or assessor, and (b) the property subject to the lien or special assessment,
87 and (c) the amount of the lien or special assessment. If, as of the Effective Date, there are any pending liens or special assessments (liens or
88 special assessments other than those described above) which are not SELLER's obligation as set forth above and which were not disclosed in
89 writing to BUYER by SELLER prior to or concurrent with the execution of this Contract, and which exceed 1% of the purchase price, BUYER
90 may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1%
91 of the purchase price, and SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid.

92 **7. EXISTING LEASES WITH POST-CLOSING OCCUPANCY.** If this box is checked, the Property is subject to one or more leases
93 and/or rental agreements (collectively "Leases") in effect as of the Effective Date with occupancy occurring after the closing. SELLER shall
94 deliver complete information regarding the terms of said Leases and copies of all written Leases (collectively the "Lease Information") to
95 BUYER not later than 5 days after the Effective Date. BUYER shall have 5 days after receipt of the Lease Information to review the same, and
96 may terminate this Contract not later than 5 days after receipt of the Lease Information if, in BUYER's sole discretion, the Lease Information is
97 unacceptable. If SELLER fails to timely deliver the Lease Information, BUYER may terminate this Contract not later than 10 days after the
98 Effective Date.

99 **8. INSPECTIONS; WAIVER [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:** **A. INSPECTIONS:** BUYER reserves
100 the right to conduct the inspections provided for in Standard D.2.a. and the rights and remedies provided for in Standard D.2.b. shall apply; OR
101 **B. DUE DILIGENCE/INSPECTIONS:** BUYER reserves the right to conduct the inspections provided for in the attached "Addendum
102 to Sales Contract "As Is" Sale of Property/Due Diligence," OR **C. WAIVER:** BUYER waives all inspection rights and remedies and
103 accepts the Property in its "as is" condition on the Effective Date, including the conditions disclosed in Standard D.1. and/or in Other Terms
104 and Conditions; however, BUYER retains the walk-through inspection rights set forth in Standard D.2.c (2), (3), and (4) and SELLER's
105 obligation to maintain the Property and Personal Property in accordance with Standard D.2.d. remains in effect.

REAL ESTATE TRANSACTION STANDARDS

106 **STANDARD A—TITLE; TITLING INSTRUCTIONS; ASSIGNMENT; TAX DEFERRED EXCHANGE.**

107 **1. MARKETABLE TITLE:** Title to the Property shall be good and marketable according to the Uniform Title Standards promulgated by the
108 Florida Bar, and have legal access, subject only to the following exceptions: (a) ad valorem and non-ad valorem real property taxes for the
109 year of closing and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental authority; (c) outstanding
110 oil, gas and mineral interests of record, if any; and (d) restrictions, reservations and easements common to the subdivision, provided that none
111 of the foregoing shall prevent use of the Property for residential purposes.

112 **2. TITLING INSTRUCTIONS FROM BUYER; ASSIGNMENT:** Not later than 15 days prior to the Closing Date, BUYER shall deliver to
113 SELLER the name(s), address, manner in which title will be taken, and a copy of any assignment executed by BUYER. No assignment shall
114 release BUYER from the obligations of this Contract unless SELLER consents in writing to such release.

115 **3. TAX DEFERRED EXCHANGE:** If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section 1031, the
116 other party shall cooperate in accomplishing the exchange, and consents to the assignment of this Contract to a qualified exchange
117 intermediary for that purpose, provided there is no additional cost or delay in closing and the exchanger is not released from liability under this
118 Contract.

119 **STANDARD B—TITLE EVIDENCE; EXAMINATION; DEFECTS; LEGAL ACCESS; CLEARANCE.** Not later than 10 days after the Effective
120 Date, SELLER shall furnish to BUYER a complete copy of SELLER's owner's title insurance policy. If the Property is located in Collier County
121 and SELLER fails to furnish a copy of the policy within the above time period, SELLER shall give BUYER a \$150.00 credit at closing in lieu
122 thereof. BUYER shall have 30 days after the Effective Date ("Examination Period") for examination of title and determination of legal access.
123 BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient for residential
124 use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the
125 title defect(s) or lack of legal access, and furnish copies of the title evidence and instruments evidencing such title defect(s) or lack of legal
126 access. If the title defect(s) render(s) title unmarketable, or if SELLER cannot deliver possession, or if there is no legal access, SELLER shall
127 have 30 days after receipt of said notice and copies from BUYER (the "Clearance Period") to clear or remove such title defect(s), deliver
128 possession, and/or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s), deliver possession,
129 and/or provide legal access within the Clearance Period, including the bringing of necessary suits. If the Closing Date is prior to the expiration
130

131 of the Clearance Period, then the Closing Date shall be extended until the earlier of (i) 5 days after SELLER corrects the title defect(s), delivers
132 possession, and/or provides legal access or (ii) 5 days after the expiration of the Clearance Period. SELLER shall not be liable to BUYER for
133 damages if SELLER cannot render title marketable, deliver possession and/or provide legal access. If SELLER does not clear or remove the
134 title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect either to accept such title,
135 possession, and/or access as SELLER can provide or to terminate this Contract by giving SELLER notification of such election not later than
136 one business day after expiration of the Clearance Period. If BUYER makes no such election, BUYER shall be deemed to have accepted such
137 title, possession and access as SELLER can provide and close within the later of (i) 5 days after expiration of the Clearance Period or (ii) the
138 Closing Date. A monetary lien upon the Property shall not constitute a title defect if said lien can be paid and satisfied from SELLER's
139 proceeds at closing.

140 **STANDARD C—SURVEY; COASTAL CONSTRUCTION CONTROL LINE.**

141 **1. SURVEY AND SURVEY OBJECTIONS:** Unless the Property is a condominium or cooperative unit, SELLER shall furnish to BUYER, not
142 later than 10 days after the Effective Date, a complete copy of any survey of the Property in SELLER's possession and which has been
143 certified to SELLER (together with flood elevation certificate, if applicable). If to SELLER's knowledge there are no improvements or
144 encroachments currently located upon the Property other than as shown on the SELLER's survey, SELLER shall execute an affidavit of "no
145 change" affirming same to BUYER. BUYER may, at BUYER's expense, have the Property surveyed not later than 10 days prior to the Closing
146 Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (a) an encroachment onto the Property; (b)
147 that an improvement located on the Property projects onto lands of others; (c) an improvement on the Property violates a zoning, building or
148 other governmental use restriction; (d) an improvement on the Property violates any recorded covenant or restriction, or any covenant of this
149 Contract; or (e) lack of legal access (collectively "Survey Objections"), BUYER may, within the Survey Period, notify SELLER of the Survey
150 Objections and shall furnish a copy of the survey. The Survey Objections shall be treated as a title defect(s). If BUYER fails to obtain a survey
151 within the Survey Period, BUYER waives any right to object to any matters which might have been shown on a survey. If BUYER fails to make
152 any Survey Objections within the Survey Period, BUYER waives any Survey Objections.

153 **2. COASTAL CONSTRUCTION CONTROL LINE:** (a) If any portion of the Property lies seaward of the Coastal Construction Control Line,
154 Florida law requires the following disclosure: The property being purchased may be subject to coastal erosion and to federal, state or local
155 regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures,
156 beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental
157 Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. (b) If any
158 portion of the Property lies seaward of the Coastal Construction Control Line, BUYER waives the right to receive a survey or affidavit from
159 SELLER delineating said line upon the Property.

160 **STANDARD D—DISCLOSURES; INSPECTIONS AND REMEDIES; ELECTION AND RESPONSE; WALK-THROUGH INSPECTION; RISK**
161 **OF LOSS.**

162 **1. DISCLOSURES:**

163 **a. GENERAL:** SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are readily
164 observable by BUYER, or which have been disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or counter-
165 offer, as applicable).

166 **b. WETLANDS; SUITABILITY:** Except as disclosed to BUYER in the manner set forth in Standard D.1.a., SELLER does not know of
167 any portion of the Property that has been determined to be wetlands, or of any other condition or circumstance adversely affecting the Property
168 which might impair its suitability for residential use or construction.

169 **c. RADON GAS:** Florida law required disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in a
170 building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
171 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your
172 county health department.

173 **d. ENERGY EFFICIENCY:** BUYER acknowledges receipt of the Department of Community Affairs brochure on the Florida Building
174 Energy Efficiency Rating System.

175 **e. LEAD BASED PAINT/PAINT HAZARDS:** If construction of the residence on the Property was commenced prior to 1978, SELLER is
176 required to complete, and SELLER and BUYER are required to sign and attach to this Contract, the Addendum entitled "Lead-Based Paint
177 and/or Lead-Based Paint Hazards: Disclosure of Information and Acknowledgement."

178 **f. MOLD:** In Florida, mold is commonly found both indoors and outdoors. Interior infestation by certain mold may cause property
179 damage and health problems for some persons.

180 **g. INSURANCE:** Prior to signing this Contract, BUYER is advised to consult with insurance professionals to ascertain the availability
181 and cost of casualty, wind, and/or flood insurance, and further that insurance may be required if BUYER is financing the purchase. Except as
182 previously disclosed to BUYER, SELLER represents that SELLER is unaware of any past insurance claims on the Property which would
183 increase the cost or restrict the availability of insurance coverage for the Property.

184 **h. FIRE SPRINKLER/SAFETY SYSTEM RETROFIT:** If the Property is located in a condominium or cooperative building greater than
185 75 feet in height requiring retrofit for fire sprinklers or other life safety systems as shown on the list created by the local district fire marshal,
186 BUYER may terminate this Contract within the statutory rescission period set forth in Standard I.

187 i. **PERMITS AND VIOLATIONS:** SELLER does not know of any improvements to the Property which were made without proper
188 permit(s) or certificate(s) of occupancy/substantial completion (where required), of any existing violations of local ordinances or codes, or of
189 any pending code enforcement violations or proceedings affecting the Property. If the Property is located in unincorporated Collier County,
190 SELLER and BUYER acknowledge receipt of the Collier County Code Compliance Residential Program brochure.

191 j. **PROPERTY TAXES:** Florida law required disclosure: BUYER should not rely on the SELLER's current property taxes as the amount
192 of property taxes that BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements
193 triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the
194 county property appraiser's office for information.

195 k. **ZONING:** SELLER has not commenced any proceedings to change the current zoning classification of the Property, nor will SELLER
196 initiate any such proceedings. SELLER has not received notice from any third party(ies) of any proceedings which would affect the current
197 zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly notify BUYER of same, and if the
198 proposed zoning would prevent the current use of the Property, BUYER may terminate this Contract not later than 5 days after receipt of said
199 notice.

200 l. **MANDATORY/BUNDLED CLUB MEMBERSHIP:** The Property is or may be located in a community with a mandatory or bundled
201 club membership, and BUYER may be required to pay certain initiation and other fees, dues and/or use charges imposed by the club. If
202 BUYER has questions or requires additional information pertaining to applicable club requirements and/or fees, dues and charges, BUYER
203 should contact said club.

204 m. **COMMUNITY INVESTIGATION:** BUYER is advised that any condominium, cooperative and/or homeowners' documents received by
205 BUYER may not include important information about the community(ies) where the Property is located, including without limitation pending
206 foreclosures, types and amounts of insurance coverage, current budget and reserve amounts, and status of delinquent assessments;
207 ownership, financial and membership status of private clubs, golf course(s), marina(s), and other amenities; the status of the developer(s) if the
208 community or any portion thereof is developer-controlled; and facts about the surrounding community(ies), school districts and public and
209 government infrastructure plans. SELLER by signing this Contract designates BUYER as SELLER's representative for purposes of obtaining
210 said information.

211 n. **SQUARE FOOTAGE:** BUYER is aware that any reference to the square footage and size of the Property and improvements thereon
212 is approximate and is not warranted, and should be independently verified by BUYER prior to execution of this Contract.

213 2. INSPECTIONS:

214 a. **INSPECTION PERIOD; INSPECTION ITEMS:** BUYER shall have 15 days after the Effective Date (the "Inspection Period") to have
215 the following inspected at BUYER's expense as follows: (1) the Property and all appliances and equipment, including fire sprinkler, irrigation,
216 well, septic, heating, cooling, electrical, plumbing and security systems; mechanical components; roof (including fascia and soffits); ceilings;
217 walls; windows and doors (including overhead door(s)); foundation; swimming pool, spa and pool/spa deck(s), and pool/lanai enclosure(s);
218 seawall; dock(s); boat lifts/davits and related electrical and mechanical components, if any (collectively "Systems and Equipment"), by an
219 appropriately Florida licensed inspection company and/or licensed contractor who holds a Florida license to repair and maintain the items
220 inspected, and/or (2) radon gas, by a Florida certified radon measurement technician or specialist, and/or (3) lead-based paint or lead-based
221 paint hazards, by an EPA-certified lead exposure risk assessor, and/or (4) termites or other wood-destroying organisms, by a certified pest
222 control operator, and/or (5) air, surface, dust and/or other accepted industry sampling performed by a qualified indoor air quality inspector for
223 the presence of toxic and pathogenic molds, and/or (6) the existence of any open building permits, non-conforming structures, unpermitted
224 improvements, or existing violations of local ordinances or codes, by an appropriately Florida licensed inspection company, licensed contractor
225 or attorney (collectively the "Inspection Items").

226 All inspections shall be non-invasive and shall not entail any perforation or removal of structural material unless approved in advance by
227 SELLER. Upon reasonable notice, SELLER shall provide access and utilities service to the Property to facilitate the inspections. BUYER shall
228 repair any and all damage to the Property and Systems and Equipment resulting from or caused by the inspections and shall otherwise return
229 the Property and Systems and Equipment to their condition prior to the inspections. BUYER will indemnify and hold SELLER harmless from
230 and against all losses, damages, costs, claims and expenses of any nature, including attorney fees (collectively "Losses"), and from and
231 against any liability to any person arising from, out of or in connection with the inspections, except as to Losses resulting from negligence or
232 intentional acts or omissions of SELLER.

233 b. **DEFECTIVE INSPECTION ITEMS; BUYER'S ELECTION AND SELLER'S RESPONSE:** Except as to any Defective Inspection
234 Items disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or counter-offer, as applicable), if any inspection
235 conducted during the Inspection Period reveals: (1) that any Systems and Equipment are not in Working Condition, and/or (2) the presence of
236 radon gas at a level at or above EPA action levels (4.0 picocuries per litre of air), and/or (3) the presence of lead-based paint or lead-based
237 paint hazards requiring abatement under HUD/EPA protocols, and/or (4) the existence of active infestation by termites or other wood-
238 destroying organisms and/or visible damage caused by active or past infestation; and/or (5) the presence of toxic or pathogenic molds within
239 the interior of the dwelling(s) exceeding the levels of such molds measured upon the exterior of the dwelling. *Penicillium aspergillus* and other
240 allergenic molds shall not be deemed a Defective Inspection Item for purposes of this Contract, and/or (6) any open building permits,
241 non-conforming structures, unpermitted improvements, or existing violations of local ordinances or codes (collectively the "Defective Inspection
242 Items"), and if BUYER elects recourse from SELLER, BUYER shall, not later than 5 days after expiration of the Inspection Period ("BUYER's
243 Election Deadline"): (a) notify SELLER of any Defective Inspection Items, and (b) furnish to SELLER a complete copy of the inspection
244 report(s) documenting the Defective Inspection Items, and (c) notify SELLER of BUYER's election either to: (i) receive a credit from SELLER at

245 closing in lieu of any repairs, replacements, treatment, mitigation or other remedial action necessary to bring the Defective Inspection Items
246 into compliance with the relevant standards set forth above (the "Remedial Action"). If BUYER elects to receive a credit, the amount of the
247 credit shall be stated at the time of BUYER's election, and be equivalent to the estimated costs of the Remedial Action, as evidenced by written
248 estimates/proposals issued to BUYER by parties appropriately licensed to perform said Remedial Action, or (ii) have SELLER take Remedial
249 Action at SELLER's expense, or (iii) a combination of (i) and (ii) ("BUYER's Election"). If BUYER makes no election, BUYER shall be deemed
250 to have accepted the Property and Systems and Equipment in the condition they existed on the Effective Date, subject to the provisions of
251 Standard D.2.c. (2), (3), and (4).

252 Not later than 10 days after receipt of the complete inspection report(s) and BUYER's Election ("SELLER's Response Deadline"),
253 SELLER shall notify BUYER whether SELLER agrees to, refuses or counters BUYER's Election ("SELLER's Response"). If SELLER refuses
254 or counters BUYER's Election with respect to any Defective Inspection Item(s) by the SELLER's Response Deadline, then BUYER may
255 terminate this Contract not later than 5 days after receipt of SELLER's Response. If SELLER refuses BUYER's election with respect to any
256 Defective Inspection Item(s) by SELLER's Response Deadline and BUYER does not elect to terminate this Contract, BUYER is deemed to
257 have accepted the Property and Systems and Equipment in the condition they existed on the Effective Date, except that BUYER retains the
258 walk-through inspection rights set forth in Standard D.2.c.(2),(3), and (4) below. Notwithstanding the foregoing, if SELLER counters BUYER's
259 Election with respect to any Defective Inspection Item(s) and BUYER does not timely elect to terminate this Contract, BUYER is deemed to
260 have accepted SELLER's Response to BUYER's Election. If SELLER fails to respond by the SELLER's Response Deadline, SELLER shall be
261 deemed to have refused BUYER's request with respect to any Defective Inspection Item(s), and BUYER may terminate this Contract not later
262 than 5 days after the SELLER's Response Deadline.

263 If any Remedial Action requested by BUYER requires the approval of any community association governing the Property, and
264 SELLER fails to furnish BUYER with written documentation of said association's approval not later than 5 days prior to the Closing Date,
265 BUYER may terminate this Contract.

266 If BUYER does not have the Inspection Items inspected, or fails to do so within the Inspection Period, or fails to timely report any
267 Defective Inspection Items to SELLER, BUYER shall be deemed to have accepted the Property and Systems and Equipment in the condition
268 they existed on the Effective Date, except that BUYER retains the rights set forth in Standard D.2.c.(2), (3), and (4) below.

269 Remedial Action shall be deemed to have been properly performed when (1) the Systems and Equipment are placed in Working
270 Condition, (2) radon gas within the residence on the Property is reduced to below EPA action levels, (3) lead-based paint and paint hazards on
271 the Property are removed or contained in accordance with HUD/EPA guidelines, (4) any active infestation of termites or other wood-destroying
272 organisms is exterminated or treated, and all visible damage caused by active or past infestation is repaired or replaced; and (5) toxic or
273 pathogenic molds are no longer present within the dwelling(s) at levels exceeding those measured upon the exterior of the dwelling, and (6)
274 written documentation is provided from the appropriate government authority evidencing that all open permits have been closed out and/or all
275 structures lawfully exist on the Property and/or all unpermitted improvements to the Property have now been properly permitted and said
276 permits closed out and all violations of local ordinances and codes are corrected. SELLER shall make a diligent effort to perform and complete
277 all Remedial Action prior to the Closing Date, failing which a sum equivalent to 200% of the estimated costs of completing the Remedial Action,
278 as shown in the written proposal(s) and without regard to any deposit prepaid by SELLER for said Remedial Action, shall be paid by SELLER
279 into escrow at closing pending SELLER's completion of the Remedial Action. The escrow sum is not a cap on SELLER's liability for completion
280 of the Remedial Action.

281 Systems and Equipment shall be deemed to be in Working Condition if operating in the manner designed to operate. The roof,
282 ceiling, interior and exterior walls, foundation, swimming pool, spa and pool/spa deck(s) shall be in Working Condition if structurally sound and
283 watertight. Seawalls, docks, and pool/lanai enclosure(s) shall be in Working Condition if structurally sound. SELLER shall not be obligated to
284 take Remedial Action or grant a credit in lieu of Remedial Action with regard to any Cosmetic Condition, which is defined as an aesthetic
285 imperfection which does not affect the Working Condition of the item, including corrosion; tears; worn spots; discoloration of floor covering or
286 wallpaper or window treatments; missing or torn screens; nail holes; scratches; dents; chips; caulking; pitted pool surfaces; minor cracks in
287 windows, driveways, sidewalks, pool/spa decks and garage, tile, lanai and patio floors; and cracked roof tiles, curling or worn shingles and
288 limited roof life, so long as there is no evidence of structural damage or leakage.

289 No cost to repair or replace any Systems and Equipment item shall exceed the fair market value of that item if it were in Working
290 Condition.

291 **c. WALK-THROUGH INSPECTION:** BUYER (or a designated representative) may conduct a walk-through inspection of the Property
292 prior to closing or possession, whichever is earlier, to confirm: (1) completion of any Remedial Action agreed to by SELLER in Standard D.2.b.
293 above, (2) that the items being conveyed as part of this Contract remain on the Property, (3) that the items which are not being conveyed as
294 part of this Contract have been removed from the Property, and (4) that SELLER has maintained the Property and Personal Property
295 as required in Standard D.2.d. below. Upon reasonable notice, SELLER shall provide access and utilities service to the Property to facilitate
296 the walk-through inspection.

297 If SELLER fails to maintain the Property or Personal Property as required in this Standard, or if the Property or Personal Property suffers
298 any loss or damage prior to the Closing Date, SELLER shall, at BUYER's request, either perform Remedial Action with respect to the Property
299 and/or restore the Personal Property to the condition required by this Standard prior to the Closing Date, or provide a credit acceptable to
300 BUYER at closing equivalent to the estimated cost of the Remedial Action and the repairs and/or replacements required to restore the
301 Personal Property to the condition required by this Standard, failing which, SELLER shall escrow at closing a sum equivalent to 200% of the
302 estimated costs for payment to appropriately licensed contractor(s) performing the Remedial Action and repairs to and/or replacements of the
303 Personal Property.

304 Notwithstanding the foregoing, if any casualty loss or damage occurring after the Effective Date of this Contract renders the Property at
305 closing either: (a) uninsurable under the residential underwriting standards of the Citizens Property Insurance Corporation, or (b) unfit for
306 habitation under state or local building codes, either BUYER or SELLER may terminate this Contract.

307 **d. MAINTENANCE OF PROPERTY; RISK OF LOSS:** SELLER shall maintain the Property, including without limitation the lawn,
308 shrubbery, and landscaping and the Personal Property, in the condition existing on the Effective Date until the Closing Date or date of
309 possession, whichever is earlier, except for ordinary wear and tear and any Remedial Action agreed to by SELLER under Standard D.2.b.
310 above. Any future loss and/or damage to the Property or Personal Property between the Effective Date of this Contract and the Closing Date or
311 date of possession, whichever is earlier, shall be at SELLER's sole risk and expense. SELLER shall maintain all existing casualty insurance
312 until disbursement.

313 **STANDARD E—SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable: (1) the title evidence or
314 credit specified in Standard B; (2) if the Property is located in Lee or Charlotte County, the premium for the owners title insurance policy issued
315 by the closing agent selected by BUYER, and the charges for title search and title continuation through the date of deed recording; (3)
316 preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with warranties of ownership and
317 freedom from encumbrances, condominium/homeowner association estoppel letter(s), broker compensation verifications; tenant estoppel
318 letter(s), copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form
319 sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter from existing creditor/lender(s); (5) documentary stamp tax on
320 deed; (6) real estate brokerage compensation contractually agreed to by SELLER (to be disbursed by closing agent at closing); (7) utility
321 services to the Closing Date; (8) any condominium/homeowner association special assessments and governmentally imposed liens or special
322 assessments which are SELLER's obligation under Paragraph 6; (9) SELLER's attorney fees, (10) if SELLER is subject to withholding under
323 FIRPTA, charges associated with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or
324 tax return related thereto; (11) reimbursement of prepaid estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees
325 associated with transfer(s) of SELLER proceeds and payoffs.

326 **STANDARD F—BUYER'S INSTRUMENTS AND EXPENSES.** BUYER shall pay for and provide, when applicable, including any sales tax due
327 thereon: (1) recording fee for deed; (2) all costs of any institutional loan secured by BUYER; (3) the premium for creditor/lender title insurance
328 policy, and if the Property is located in Collier County, the premium for the owners title insurance policy issued by the closing agent selected by
329 BUYER and the charges for title search, and title continuation through the date of deed recording; (4) recording membership approval;
330 (5) survey charges; (6) condominium/homeowner association membership transfer fee; (7) condominium/homeowner association resale
331 transfer fee/capital contribution; (8) any pending condominium/homeowner association special assessments and governmentally imposed liens
332 or special assessments which are not SELLER's obligation under Paragraph 6; (9) real estate brokerage compensation contractually agreed to
333 by BUYER (to be disbursed by closing agent at closing); (10) BUYER's attorney fees; (11) BUYER shall promptly pay and indemnify and hold
334 SELLER harmless against any claims or liens upon the Property for surveyor or other services furnished to the Property at the request of
335 BUYER; (12) code enforcement/municipal lien search fees; (13) reimbursement of prepaid application fees and other costs advanced on behalf
336 of BUYER, and (14) reimbursement to the closing agent of any deposit and closing funds shortages due to deduction of wire fees.

337 **STANDARD G—PRORATIONS; CREDITS.** These items will be prorated as of the Closing Date, with BUYER charged with and entitled to the
338 Closing Date, or the possession date, whichever is earlier: (1) real and personal property taxes based on the current year, if available. If not
339 available, the taxes shall be based on the TRIM "Your Taxes This Year if PROPOSED Budget is Adopted" amount and current year non-ad
340 valorem amount(s), if available; otherwise the prior year non-ad valorem amounts. If neither the current year tax nor TRIM amounts are
341 available, the taxes shall be based on the prior year's bill (without discount or exemptions no longer available in the year of closing). If
342 completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which
343 did not exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year
344 taxable value of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable
345 value is not fixed, the taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the
346 purchase price. A tax proration based upon any estimated tax shall, at the request of either party, be re-prorated based on the actual tax bill
347 amount with maximum discount; (2) interest on any assumed indebtedness; (3) rents; (4) condominium/homeowner association assessments
348 and CDD/MSTU operating and maintenance assessments; (5) county waste assessments; (6) appliance service contracts assumed by
349 BUYER; and (7) propane gas. BUYER shall receive from SELLER at closing a credit equivalent to the amount of any security deposit and
350 prepaid rents held by SELLER, and any accrued interest thereon, or alternatively, ownership or an assignment of the account in which the
351 deposits and prepaid rents, and any accrued interest thereon, are held.

352 **STANDARD H—HOMEOWNERS' ASSOCIATION DISCLOSURE.** If the Property is located within and governed by any mandatory
353 homeowners' association, the following provisions are incorporated into this Contract:

354 **IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE**
355 **PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY**
356 **DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL**
357 **WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY**
358 **PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL**
359 **TERMINATE AT CLOSING.**

360 **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE "HOMEOWNERS' ASSOCIATION**
361 **DISCLOSURE SUMMARY," WHICH IS ATTACHED TO AND MADE A PART OF THIS CONTRACT.**

362 **STANDARD I—CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the following
363 provisions are incorporated into this Contract: **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE**
364 **BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE**
365 **OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF**
366 **CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST**
367 **RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO**
368 **REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY**
369 **EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL**
370 **HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE**
371 **ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS**
372 **AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT**
373 **CLOSING.** BUYER shall also be entitled to receive a copy of the Condominium Governance Form required by Florida Statutes, and the above
374 stated right of BUYER to cancel this Contract shall apply to BUYER's receipt of said governance form in the same manner as applies to the
375 other above-referenced condominium documents. BUYER, by its execution of this Contract, hereby requests a current copy of the above
376 referenced condominium documents and Condominium Governance Form.

377 **STANDARD J—CONDOMINIUM/HOMEOWNER ASSOCIATION PROVISIONS; MEMBERSHIP APPROVAL.** Any condominium/homeowner
378 association reserve account(s) is included in the purchase price. If association membership approval is required, BUYER shall, not later than
379 10 days after the Effective Date, make application for same in the name(s) in which title will be taken, and shall comply with all governing
380 requirements of the association and be responsible for securing membership approval. If no approval has been obtained prior to closing, either
381 BUYER or SELLER may terminate this Contract. SELLER shall obtain a letter(s) from the association(s) which sets forth the amounts, periods
382 and payment status of assessments and transfer fees and resale capital assessments and deliver same to the BUYER not later than 15 days
383 prior to the Closing Date. Some condominiums exist upon a leasehold estate or have associated recreational leases which may require the
384 payment of rents, taxes, maintenance, replacement and repair. BUYER takes title subject to any such lease. If the condominium exists solely
385 upon a leasehold estate, SELLER will assign its sublease to BUYER at closing.

386 **STANDARD K—MORTGAGE CREDITOR/LENDER POLICIES.** If BUYER elected to obtain mortgage financing under Paragraph 4.B., the
387 policies of the creditor/lender shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

388 **STANDARD L—ESCROW; ESCROW AGENT(S).** The escrow agent who accepts in escrow the deposit(s) paid under this Contract (the
389 "Escrow Agent") shall hold the deposit(s) within the State of Florida in escrow until the earlier of: (1) delivery to another Escrow Agent for
390 closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is authorized to
391 so transfer the funds and is relieved of all liability for the funds delivered); (2) delivery of the deed, with payment of the deposit(s) as part of the
392 purchase price of the Property; (3) such time as BUYER may be entitled to return of the deposit(s); or (4) delivery pursuant to written direction
393 of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party(ies) entitled thereto. The Escrow Agent shall not be
394 liable for the payment of any interest, damages, attorney fees or court costs in any action brought to recover the deposit(s) held in escrow, or
395 any part thereof, unless the Escrow Agent shall fail or refuse to pay over any such deposit(s) pursuant to a judgment, order or decree that shall
396 be final beyond possibility of appeal. In any proceeding which litigates the disposition of the deposit(s), the Escrow Agent shall be entitled to be
397 paid reasonable attorney fees and court costs, which shall be paid by the non-prevailing party. The Escrow Agent has no duty to collect or
398 attempt to collect any deposit or check given as a deposit, but shall give the parties written notice of: (a) any deposit that is not received not
399 later than 5 days after its due date, and (b) any deposit check that is not paid on presentation, not later than 5 days of learning of its dishonor.
400 If the Escrow Agent is a licensed real estate broker, the Escrow Agent shall comply with the requirements of Chapter 475, Florida Statutes.

401 **STANDARD M—FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) WITHHOLDING.** A SELLER who is a U.S. citizen or
402 resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a foreign person
403 or entity, BUYER shall deduct and withhold from the purchase price, or collect from SELLER if the net proceeds are insufficient, 15% of the
404 purchase price, (the "Withholding Amount"), and remit same to the Internal Revenue Service (the "IRS") within 10 days after the Closing Date,
405 unless: (1) the purchase price is not more than \$300,000.00 and BUYER executes a sworn certification at closing attesting that BUYER is
406 acquiring the Property for use as a residence; i.e. that BUYER or a member of BUYER's family has definite plans to reside at the Property at
407 least 50% of the number of days the Property is used by any person in each of the first two 12-month periods immediately following the
408 closing, in accordance with the Internal Revenue Code and all applicable regulations (the "BUYER's Residential Use Certification"), in which
409 event the Withholding Amount is \$0; or (2) the purchase price is greater than \$300,000.00 but not more than \$1,000,000.00 and BUYER
410 executes a BUYER's Residential Use Certification, in which event the Withholding Amount is reduced to 10% of the purchase price. If SELLER
411 furnishes to BUYER, not later than the Closing Date, proof of submittal to the IRS of an application for withholding certificate, the closing agent
412 (or other third party mutually designated by SELLER and BUYER) shall hold the applicable Withholding Amount in escrow pending receipt of

413 the withholding certificate, shall remit the sum reflected in the withholding certificate to the IRS within 10 days of receipt of the withholding
414 certificate, and shall promptly refund any remaining balance to SELLER. SELLER shall hold BUYER harmless and indemnify BUYER for not
415 withholding or collecting the applicable Withholding Amount or for withholding and remitting the reduced amount reflected in the withholding
416 certificate. BUYER shall provide to SELLER evidence of remittance of all or any portion of the applicable Withholding Amount to the IRS. The
417 failure of either party to comply or to allow compliance with the requirements of FIRPTA and related regulations shall constitute a breach of this
418 Contract.

419 **STANDARD N—QUICK CLOSING; INSURABILITY; CLOSING DATE EXTENSION.** Except with respect to the Clearance Period in Standard
420 B, if the Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by the deadlines set
421 forth in this Contract, the parties agree to undertake and complete all performances, inspections, surveys, examinations, delivery of
422 documents, notices, satisfaction of contingencies and all other actions required of or allowed to either party prior to the Closing Date, except
423 that the statutory time period set forth in Standards H and I shall not be affected by this provision. If BUYER is unable to obtain hazard, flood,
424 wind or homeowners insurance at a reasonable rate due to extreme weather conditions, BUYER may delay the Closing Date up to 5 days after
425 such coverage becomes available. If such coverage does not become available for a period of 30 continuous days, either SELLER or BUYER
426 may terminate this Contract.

427 **STANDARD O—DEFAULT AND REMEDIES.** If BUYER does not perform BUYER's obligations hereunder (except as excused by SELLER's
428 default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If SELLER does not
429 perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this Contract by a suit for specific
430 performance, damages, or may terminate this Contract.

431 **STANDARD P—LITIGATION; ATTORNEY FEES AND COSTS.** In connection with any litigation concerning this Contract, venue shall be in
432 the county where the Property is located, and the prevailing party shall be entitled to recover reasonable attorney fees and court costs,
433 including on any appeals, from the non-prevailing party. The term "prevailing party" shall include SELLER, BUYER, and any broker acting in an
434 agency or non-agency relationship recognized under Chapter 475, Florida Statutes. For purposes of this Standard, any such broker shall be an
435 intended third party beneficiary.

436 **STANDARD Q—NOTICES, DISCLOSURES, AND DOCUMENTS.** All notices and disclosures must be in writing. Unless a party is
437 required by law to deliver notices, disclosures, or documents directly to the other party, all notices and disclosures required or permitted under
438 this Contract shall be effective when given by a party or that party's broker or attorney to the other party or said other party's broker or attorney.
439 Delivery of homeowners' or condominium documents required under Standards H and I respectively to BUYER's broker or attorney shall not
440 constitute delivery to the BUYER.

441 **STANDARD R—MISCELLANEOUS.** (1) The parties have agreed to deal in good faith with respect to all provisions of this Contract.
442 (2) The singular case or tense shall include the plural case or tense. (3) This Contract may only be modified in writing signed by the parties.
443 (4) Except as otherwise specifically provided, all references to days shall mean calendar days. (5) Except as otherwise specifically provided, all
444 deadlines shall expire at 11:59 PM Eastern Time. Except as otherwise expressly provided by law, if the Closing Date, any deadline or the last
445 day of any time period falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following business day. (6)
446 As used herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations or business entities, and
447 their respective licensees involved in this transaction. (7) All title evidence, condominium documents and other documents provided to BUYER
448 by or on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is
449 terminated. (8) If either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to
450 the other party, whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and
451 effect, and the parties shall have no further liability to one another hereunder except as set forth herein. (9) The headings used in this Contract
452 are for convenience of reference only and shall not be used for interpreting the meaning of any provisions of this Contract. (10) All provisions of
453 this Contract which by their nature or context require performance or provide rights after the Closing Date, including without limitation the
454 provisions of Standard P, shall survive closing. (11) Signatures and initials communicated by electronic or facsimile transmission shall be
455 binding. (12) A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as
456 an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other
457 applicable laws. (13) This Contract and any addenda and amendments hereto may be signed in counterparts, and said counterparts shall
458 collectively constitute the entire agreement of the parties. (14) Upon reasonable notice, SELLER shall provide access to the Property to
459 appraiser(s) and surveyor(s) retained by BUYER. (15) SELLER and BUYER authorize the closing agent to provide copies of the American
460 Land Title Association (ALTA) and other settlement statements to all brokers and attorneys associated with this transaction.

461 **STANDARD S—NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into this
462 Contract. BUYER's decision to buy was based upon BUYER's own investigations of the Property. BUYER holds the broker(s) harmless from
463 all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, or SELLER's representations

464 regarding the Property's condition, or from broker's referral, recommendation, or retention of any vendor. The parties agree that assistance to a
465 party by a broker does not, and will not, make the broker responsible for performance.

466 **STANDARD T—BINDING CONTRACT; LEGAL COUNSEL.** THE PARTIES ARE NOT REQUIRED TO USE ANY PARTICULAR FORM OF
467 CONTRACT. TERMS AND CONDITIONS SHOULD BE NEGOTIATED BASED UPON THE RESPECTIVE INTERESTS, OBJECTIVES AND
468 BARGAINING POSITIONS OF THE PARTIES. APPROVAL OF THIS FORM BY THE COLLIER COUNTY BAR ASSOCIATION AND
469 ASSOCIATIONS OF REALTORS DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND CONDITIONS IN THIS
470 CONTRACT SHOULD BE ACCEPTED BY A PARTY IN A PARTICULAR TRANSACTION. THIS IS A LEGALLY BINDING CONTRACT
471 FORM. EACH PARTY ACKNOWLEDGES THAT PRIOR TO SIGNING THE CONTRACT, THE CLOSING EXPENSES HAVE BEEN
472 EXPLAINED, REAL ESTATE TRANSACTION STANDARDS A THROUGH T HAVE BEEN RECEIVED AND REVIEWED, AND THAT PARTY
473 HAS BEEN ADVISED BY THE REAL ESTATE BROKER TO SEEK LEGAL COUNSEL AND TITLE INSURANCE TO PROTECT THAT
474 PARTY'S INTEREST IN CONNECTION WITH THE TITLE STATUS AND CLOSING OF THIS TRANSACTION. BUYER AND SELLER ARE
475 ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, PROPERTY CONDITION, ENVIRONMENTAL, AND
476 OTHER SPECIALIZED ADVICE. THIS CONTRACT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO,
477 THEIR HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND SUCCESSORS IN INTEREST.

478 **OTHER TERMS AND CONDITIONS:**

479 _____
480 _____
481 _____
482 _____
483 _____
484 _____
485 _____
486 _____

487 **ADDENDUM:** The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

488 _____
489 _____
490 _____
491 _____

492 To the extent such Addendum/Addenda terms conflict with the terms of this Contract, the Addendum/Addenda terms shall control.

493 **THE REAL ESTATE TRANSACTION STANDARDS SHALL NOT BE REVISED OR MODIFIED EXCEPT IN THE OTHER TERMS AND**
494 **CONDITIONS AND/OR ADDENDUM/ADDENDA.**

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Printed Name)

(Buyer's Printed Name)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Printed Name)

(Buyer's Printed Name)

495

REJECTION OF OFFER

496 SELLER rejects BUYER'S offer on _____ (Insert Date).

(Seller's Signature)

(Seller's Signature)

497

IDENTIFICATION OF BROKERS AND LICENSEES

498 Listing Brokerage: _____ Selling Brokerage: _____

499 Listing Licensee: _____ Selling Licensee: _____

500 IDENTIFICATION OF ESCROW AGENT Escrow Agent's Name: _____

501 Escrow Agent Address: _____

502 Escrow Agent Telephone: _____ Fax: _____ Email: _____

503

504 THIS CONTRACT SHALL NOT MODIFY THE LISTING CONTRACT OR ANY MLS OR OTHER OFFER OF COMPENSATION
505 MADE BY SELLER OR LISTING BROKER TO COOPERATING BROKERS.



ADDENDUM TO SALES CONTRACT PERSONAL PROPERTY INVENTORY



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

The Contract is contingent upon (a) SELLER delivering to BUYER, not later than 5 days after the Effective Date of the Contract, an inventory of the personal property items to be conveyed by SELLER to BUYER at closing, and (b) BUYER's approval of said inventory not later than 2 days after receipt of the inventory. BUYER may terminate the Contract: (a) not later than 10 days after the Effective Date if SELLER fails to deliver the inventory as required herein, or (b) not later than 2 days after BUYER's receipt of the inventory if the contents of the inventory are not satisfactory to BUYER.

The parties hereby agree as follows:

The price offered by Buyer and accepted by Seller was intended by each party to reflect only the value of the real property to each party, and the Purchase Price set forth in the Contract is allocated to the said real property exclusively, unless otherwise agreed by the parties.

Any and all items of personal property left in the real property are deemed without value to either party, will remain in the real property only for the convenience of the parties, and hence are to be transferred by Seller to Buyer without any consideration, unless otherwise agreed by the parties.

(Seller's Signature) (Date)

(Buyer's Signature) (Date)

(Seller's Signature) (Date)

(Buyer's Signature) (Date)



INVENTORY OF PERSONAL PROPERTY



SELLER'S NAME: _____

PROPERTY ADDRESS: _____

<u>FOYER</u>	<u>QTY</u>
AREA RUG	
CREDENZA/TABLE	
MIRROR	
LAMP	
PICTURES & ART OBJECTS	

<u>DINING ROOM</u>	<u>QTY</u>
TABLE	
CHAIRS	
CHINA CABINET/HUTCH	
LAMPS	
MIRROR	
RUGS	
CANDLE HOLDERS	
DISHES	
GLASSWARE	
SILVERWARE	
LINENS	

<u>DEN/HOME OFFICE</u>	<u>QTY</u>
DESK	
CHAIRS	
HIDE-A-BED	
RUGS	
LAMPS	
CREDENZA	
FILING CABINETS	
PICTURES/ART OBJECTS	
TELEPHONE	
SHEET SETS	

<u>ITEM</u>	<u>LIVING ROOM QTY</u>	<u>FAMILY ROOM QTY</u>
SOFA		
HIDE-A-BED		
CHAIRS		
COFFEE TABLE		
LOVE SEAT		
END TABLES		
LAMPS		
MIRRORS		
OTTOMAN		
PICTURES		
PLANTS & VASES		
THROW PILLOWS		
RUGS		
CANDLE HOLDERS		
ART OBJECTS		
BOOKS		
TELEPHONE		

<u>ELECTRONICS</u>	<u>QTY</u>	<u>BRAND</u>	<u>MODEL#</u>
TELEVISION			
DVD PLAYERS			
STEREOS			
RECEIVERS			
COMPUTERS			
FAX MACHINES			
SCANNERS			
PRINTERS			
VCR			

INITIALS	
SELLER: _____	DATE: _____
BUYER: _____	DATE: _____

<u>ITEM</u>	<u>MASTER BEDROOM</u> <u>QTY</u>	<u>BEDROOM 2</u> <u>QTY</u>	<u>BEDROOM 3</u> <u>QTY</u>
BED {KINGS, QUEEN, FULL, TWIN}			
DRESSERS			
NIGHT STANDS			
T.V. ARMOIRE			
CHAIRS			
MIRROR			
LAMPS			
BEDSPREAD			
BLANKETS			
BED PILLOWS			
THROW PILLOWS			
PICTURES/ART OBJECTS			
WALL HANGINGS			
PLANTS			
CLOCK/RADIO			
MATRESS PAD			
CHESTS			
SHEET SETS			
WASTE BASKET			

<u>ITEM</u>	<u>MASTER BATHROOM</u> <u>QTY</u>	<u>BATHROOM 2</u> <u>QTY</u>	<u>BATHROOM 3</u> <u>QTY</u>
BATH MATS			
THROW RUGS			
WASTE BASKET			
SHOWER CURTAIN			
ACCESSORIES			
SHEETS			
PILLOW CASES			
BATH TOWELS			
HAND TOWELS			
WASH CLOTHS			
FINGERTIP TOWELS			

INITIALS	
SELLER: _____	DATE: _____
BUYER: _____	DATE: _____

KITCHEN

<u>ITEM</u>	<u>QTY</u>	<u>ITEM</u>	<u>QTY</u>
TABLE		TEA POT	
CHAIRS		STRAINER	
BAR STOOLS		TOASTER	
PICTURES		TOASTER OVEN	
CURTAINS		TOWEL RACK	
RUGS		TRAYS	
CLOCK		TRIVETS	
MICROWAVE/COUNTERTOP		VEGETABLE PEELER	
CANISTER SET		WASTE BASKET	
COOKIE JAR		WINE CARAFE	
BREAD BOX/BASKET		WINE OPENER	
BREAD KNIFE		WINE RACK	
BLENDERS		<u>COOKWARE/DISHES</u>	
CAKE PANS		PLATES/DINNER	
CAN OPENER/ELECTRIC		PLATES/BREAD	
CARVING KNIFE		PLATES/DESSERT	
CHOPPING BLOCK		CUPS/SAUCERS	
COFFEE POT		MUGS	
COLANDER		BOWLS/SOUP	
CUTTING BOARD		BOWLS/SALAD	
COOKIE SHEETS		BOWLS/CEREAL	
DISH PAN		BOWLS/MIXING	
ELECTRIC MIXER		BOWLS/SERVING	
GRATER		GLASSES {LARGE}	
ICE BUCKET		GLASSES {MEDIUM}	
JUICER		GLASSES {JUICE}	
KNIFE SHARPENER		GLASSES {WINE}	
MEASURING CUPS		GLASSES {COCKTAIL}	
MEASURING SPOONS		GLASSES {OTHER}	
PARING KNIFE		GLASSES {OTHER}	
PAPER TOWEL HOLDER		GLASSES {OTHER}	
PLASTIC CONTAINERS		GLASSES {OTHER}	
POT HOLDERS		PLATTERS	
ROASTER PAN		CASEROLE DISHES	
SALAD SPINNER		COFFEE MAKER	
SKILLET/FRY PAN		CROCK POT	
SPICE RACK		CAKE PANS/SQUARE	
STOOL		CAKE PANS/OBLONG	

INITIALS	
SELLER: _____	DATE: _____
BUYER: _____	DATE: _____

<u>COOKWARE/DISHES (CONTINUED)</u>	
<u>ITEM</u>	<u>QTY</u>
MUFFIN PANS	
PIZZA PANS	
SAUCE PANS W/LID	
LARGE POTS/PANS	
FRYING PANS {LARGE}	
FRYING PANS {MEDIUM}	
FRYING PANS {SMALL}	
COOKIE SHEETS	
EGG POACHER	
CAKE PLATE	
SUGAR BOWL	
CREAM PITCHER	
BUTTER DISH	
SALT & PEPPER SHAKERS	
GRAVY BOAT	
GRAVY LADLE	
POTATO MASHER	
RELISH DISH	
VEGETABLE DISHES	
MISC. COOKING	
<u>FLATWARE</u>	
<u>ITEM</u>	<u>QTY</u>
DINNER FORKS	
SALAD FORKS	
DINNER KNIVES	
STEAK KNIVES	
SPOONS/SOUP	
SPOONS/TEASPOONS	
SPOONS/DESSERT	

<u>UTILITY ROOM</u>	
<u>ITEM</u>	<u>QTY</u>
IRON	
IRONING BOARD	
RUGS	
VACUUM CLEANER	
BROOM	
DUST PAN	
LAUNDRY BASKET	
DUST MOP	
DUST BUSTER	
BUCKET	

<u>POOL EQUIPMENT</u>	
<u>ITEM</u>	<u>QTY</u>
AUTOMATIC POOL CLEANER	
FLOATS	
HOSES	
MISC. POOL TOYS	

<u>LANAI/PATIO</u>	
<u>ITEM</u>	<u>QTY</u>
PATIO TABLE/CHAIRS	
LOUNGE CHAIRS	
OUTSIDE BAR	
STOOLS	
GRILL {GAS, ELECTRIC, CHARCOAL}	
HOT TUB	
PLANTS	
LIGHTS	
UMBRELLA	

<u>GARAGE</u>			
<u>ITEM</u>		<u>QTY</u>	
BICYCLES			
CHAIRS/BENCH			
FREEZER			
REFRIGERATOR			
GARDEN TOOLS			
<u>ITEM</u>		<u>QTY</u>	
HAND TOOLS			
ICE COOLER			
LAWN MOWER			
STORAGE CABINETS			
WORK TABLES			

INITIALS	
SELLER: _____	DATE: _____
BUYER: _____	DATE: _____

ADDITIONAL ITEMS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____

EXCLUSIONS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____

NOTE: ANY PERSONAL PROPERTY ITEM NOT LISTED ABOVE OR IN THE SALES CONTRACT IS DEEMED TO BE EXCLUDED.

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)



ADDENDUM TO SALES CONTRACT COOPERATIVE



For the sale and purchase of a Cooperative Parcel, this Addendum should be used with the Sales Contract (Residential Improved Property) ("Sales Contract"). The parties to this sale and purchase are:

SELLER: _____ BUYER: _____

SELLER: _____ BUYER: _____

The name of the cooperative is _____ ("Cooperative").

It is located upon land having a street address of: _____

_____, Florida _____, and a legal description of: _____

Public Records of _____ County, Florida ("Cooperative Property"). The Cooperative is governed by an association whose name is: _____ ("Association").

The Unit or Apartment is No. _____ of the Cooperative ("Unit"). It is located on the _____ floor of Building _____ and contains approximately _____ square feet of living area, including balconies and porches.

This Addendum supersedes all inconsistent Sales Contract terms. The parties intend that all other Sales Contract terms which are applicable to a cooperative shall apply to this sale and purchase. The definitions of Section 719.103 Florida Statutes shall apply to the terms used in this Addendum.

1. The rights, titles and interests being sold and purchased are the Cooperative Parcel. The Cooperative Parcel is evidenced by and described in the Cooperative documents. Ownership and use of the Cooperative Parcel are subject to the title exceptions contained in Standard A of the Sales Contract, and subject to the Cooperative documents. None of those shall prevent the use of the Cooperative Parcel as a cooperative residence.

2. All references in Paragraph 4 of the Sales Contract to "mortgage" shall mean a security agreement creating a security interest in the Cooperative Parcel and Cooperative documents. Any purchase money security agreement shall encumber the Cooperative Parcel and Cooperative documents as real property and as personal property. The security interest will be perfected by recording a mortgage in the Public Records of the county where the Cooperative is located, by taking possession of the Cooperative documents and by placing notice of the security agreement thereon, and by filing a financing statement under the Uniform Commercial Code ("U.C.C."). If before closing, the Association will not agree to give the secured creditor written notice of BUYER's default under the Cooperative documents and an opportunity for the secured creditor to cure within 30 days after receipt of the notice and before a termination of BUYER's ownership of the Cooperative Parcel, either SELLER or BUYER may terminate the Sales Contract.

3. SELLER represents and warrants as to any ground lease (also called underlying lease) [SELECT ONE]:

- A. The Cooperative Property is wholly owned by the Association, there is no ground lease, and no obligation to pay rent; OR
- B. The Cooperative Property is not wholly owned by the Association and is held in whole or in part under a ground lease. The rights and interests acquired by BUYER are subject to the ground lease; AND [SELECT ONE]:
 - (1) BUYER has an obligation to pay a proportionate share of rents and other expenses of the Association under the ground lease; OR
 - (2) BUYER has no obligation to pay rent, but has an obligation to pay a proportionate share of other expenses of the Association under the ground lease.

If the remaining term on any ground lease is less than 50 years, BUYER may terminate the Sales Contract within the Examination Period (defined in Standard B).

4. The title evidence as specified in Standard B of the Sales Contract shall be accompanied by all recorded documents concerning the Cooperative Property and this Cooperative Parcel, which are real property.

The title evidence must show (i) a good, marketable, unencumbered and continuous chain of title to the Cooperative Parcel ending in SELLER; (ii) legal access to the Cooperative Property and the Unit, and (iii) a good, marketable, unencumbered and continuous chain of title to the Cooperative Property in the Association. If the Association does not own the Cooperative Property in fee simple, the title evidence must also show that the ground lease to the Association is vested in the Association, is not subject to termination except by its terms (or an agreement not to disturb as described below is provided), and is superior to all other possessory interests except those of the SELLER. If a mortgage or other security interest which is superior to the SELLER's rights and interest encumbers the underlying land or ground lease, at closing BUYER will accept an agreement not to disturb BUYER's possession and ownership from the holder of that mortgage or security agreement on the underlying land or ground lease, conditioned upon BUYER's performance and payment under the Cooperative documents, and BUYER will, upon receipt of said agreement not to disturb, waive any objection to title by reason of such mortgage or security interest.

5. SELLER will provide BUYER with a U.C.C. encumbrance search of the records of the Florida Secretary of State conducted not more than 10 days prior to the Closing Date, which evidences that title to all personal property sold to BUYER is unencumbered.

6. The disclosure contained in Standard I of the Sales Contract is deleted and the following is substituted:

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE ASSOCIATION, AND QUESTION AND ANSWER SHEET, IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE ARTICLES OF INCORPORATION, BYLAWS, RULES, AND QUESTION AND ANSWER SHEET, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

BUYER, by execution of this Addendum, hereby requests a current copy of the above-referenced Cooperative documents.

7. The SELLER shall provide the following at closing:

- A. the original Cooperative documents, properly endorsed for transfer.
- B. the properly executed, witnessed and acknowledged transfer documents, in recordable form, of the Cooperative documents, in a form approved by or acceptable to the Association, which shall provide that:
 - (1) SELLER is the sole owner of the Cooperative documents and Cooperative Parcel, and that they are free of liens, encumbrances and adverse interests, and subject only to those matters affecting title to the Cooperative Property.
 - (2) SELLER has the full right and power to transfer the Cooperative documents and Cooperative Parcel.
 - (3) the Cooperative Parcel is fully paid for.
 - (4) the assessments for common expenses and (if applicable) rents are paid by SELLER to the Closing Date.
 - (5) SELLER has not received written notice of any special assessments or increase in assessments or (if applicable) rents.
 - (6) the Cooperative documents are now and will be in full force and effect on the Closing Date.
 - (7) SELLER is not and will not become, prior to closing, indebted for labor or materials which might give rise to the filing of a construction lien claim against the Cooperative Parcel.
 - (8) there are not now nor will there be on the Closing Date any violations of the Cooperative documents.

The above representations and warranties will survive the closing.

- C. if applicable, written consent of the Association to the transfer of membership, ownership and occupancy.
- D. an estoppel letter from the Association regarding the status of the regular and special assessments for common expenses, rents (if applicable), and any transfer fee charged by the Association.
- E. a written statement from the Association of the status of payments and other performances due from the Association under the ground lease(s) (if applicable).
- F. a tenant estoppel letter, if SELLER has subleased the Unit.
- G. if there is a purchase money mortgage, a written agreement from the Association, to give the secured party notice of any default by BUYER of the Cooperative documents, and to allow the secured party to cure the default to protect said party's security.
- H. all other applicable SELLER's documents as required by the Sales Contract.

8. At closing, BUYER will execute:
 - A. an agreement to assume, be bound by, pay and perform according to and under the Cooperative documents.
 - B. if required by the Association, new Cooperative documents in the form satisfactory to and approved by the Association.
 - C. all other applicable BUYER's documents as required by the Sales Contract.
9. All Cooperative assessments for the Cooperative Parcel and real property taxes on the Cooperative Parcel and tangible personal property will be prorated as of the Closing Date.
10. SELLER shall pay the following expenses at closing:
 - A. preparation of the transfer and assumption documents, and recording fees for SELLER's existing Cooperative documents.
 - B. documentary stamps on the transfer documents.
 - C. all other applicable SELLER's expenses required by the Sales Contract.
11. BUYER shall pay the following expenses:
 - A. recording fees for the transfer and assumption documents, or new Cooperative documents.
 - B. leasehold title insurance.
 - C. recording fees for the transfer and membership approval by the Association.
 - D. Association resale or other transfer fee/capital contribution.
 - E. all costs of any institutional loan secured by BUYER.
 - F. all other applicable BUYER's expenses required by the Sales Contract.

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------



ESCROW DEPOSIT RECEIPT VERIFICATION



PART 1: REQUEST FOR ESCROW DEPOSIT RECEIPT VERIFICATION MLS# _____

CHECK ONE

Initial Deposit \$ _____ Request Date: _____

Additional Deposit \$ _____ Request Date: _____

To: _____
(Escrow Agent) (Contact Person) (Phone)

Email: _____ Fax: _____
(Escrow Agent) (Escrow Agent)

From: _____
(Selling Broker) (Selling Licensee)

Email: _____ Fax: _____
(Selling Broker) (Selling Broker)

Buyer: _____

Seller: _____

Property Address: _____

Rule 61J2-14.008, Florida Administrative Code, requires Broker to make this request within 10 business days after the due date of the deposit. Escrow Agent should complete Part 2 of this form and return to Selling Broker.

PART 2: ESCROW DEPOSIT RECEIPT VERIFICATION

CHECK ONE

The Initial \$ _____ Additional \$ _____ Deposit was received by Escrow Agent on _____, 20 _____, subject to clearance.

(Name of Escrow Agent Company or Firm)

By: _____
(Signature of Escrow Agent's Authorized Representative) (Printed Name of Escrow Agent's Authorized Representative)

PART 3: NOTIFICATION TO LISTING BROKER OR SELLER OF ESCROW DEPOSIT RECEIPT VERIFICATION

To: _____
(Listing Broker or Seller if no Listing Broker)

Email: _____ Fax: _____
(Listing Broker or Seller if no Listing Broker) (Listing Broker or Seller if no Listing Broker)

From: Selling Broker Date: _____

CHECK ONE

Copy of written Escrow Deposit Receipt Verification for your records.

Selling Broker received no written Escrow Deposit Receipt Verification from Escrow Agent.

Rule 61J2-14.008, Florida Administrative Code, requires that this notification be sent to Listing Broker (or Seller if there is no Listing Broker) within 10 business days of the date Selling Broker made written request to Escrow Agent for escrow deposit receipt verification.



AMENDMENT TO SALES CONTRACT CLOSING DATE CHANGE



This Amendment is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

For good and valuable consideration, the Contract is amended as follows:

The Closing Date is changed to _____.

All other terms and conditions of the Contract shall remain in full force and effect.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT SELLER FINANCING



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

IMPORTANT NOTICE TO SELLER AND BUYER: YOU ARE STRONGLY ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS ADDENDUM. THE SELLER FINANCING WHICH IS THE SUBJECT OF THIS ADDENDUM MUST STRICTLY COMPLY WITH THE APPLICABLE PROVISIONS OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT ("the ACT") OR FALL WITHIN ONE OF THE TWO EXCLUSIONS SET FORTH IN PARAGRAPH 8 BELOW.

1. Either SELLER or BUYER may terminate the Contract by giving notice of said termination not later than ten (10) days after Effective Date, if the SELLER and/or financing described herein does not comply with the Act or fall within one of the exclusions set forth in Paragraph 8 below. SELLER's failure to so terminate shall constitute a representation and warranty to BUYER that SELLER either falls within one of the exclusions set forth in Paragraph 8 below, or will comply with all applicable provisions of the Act. Said representation and warranty shall survive closing.
2. Not later than 5 days after the Effective Date, BUYER shall furnish such credit, financial, employment and other information about BUYER as is reasonably required by SELLER to evaluate BUYER's credit worthiness ("Credit Information"). SELLER shall notify BUYER not later than 5 days after receipt of the Credit Information whether SELLER shall provide the financing contemplated by the terms of this Addendum. SELLER shall not unreasonably refuse to provide said financing. If SELLER fails to notify BUYER, not later than 5 days after receipt of the Credit Information, that SELLER declines to provide the financing contemplated by the terms of this Addendum based on BUYER's credit worthiness, SELLER shall be deemed to have agreed to provide said financing. If SELLER timely declines to provide said financing, BUYER may terminate the Contract by giving SELLER notice of such termination not later than 5 days after receipt of notification that SELLER has declined to provide said financing. BUYER's failure to terminate within the 5 day period shall be deemed a waiver of the right to terminate.
3. At closing, BUYER shall execute and deliver to SELLER a negotiable promissory note ("Note") payable to SELLER in the principal amount of \$ _____, and a purchase money first second mortgage in the same amount encumbering the Property to secure repayment of the indebtedness evidenced by the Note (the "Mortgage"). If the Mortgage is a second mortgage, a default under the terms of the first mortgage shall, at the option of the holder, constitute a default under the Mortgage. Interest shall accrue on the outstanding principal balance due under the Note at the rate of _____ % per year, for an amortized term of not fewer than _____ years. The loan will balloon _____ months after the Closing Date, or has no balloon feature (Note: If the Three (3) Property Exclusion in Paragraph 8 below applies, the loan must be fully amortizing and may not contain a balloon feature). BUYER shall be personally liable on the Note. The Note will allow BUYER to prepay all or any portion of the outstanding principal balance, at any time with interest to the date of payment, without penalty, except that no prepayment in SELLER's fiscal year of closing is permitted without SELLER's prior written consent.

BUYER shall make monthly quarterly semiannual annual payments of principal and interest interest only. The first payment shall be due and payable one month after the Closing Date. The Note shall (i) provide for a late charge equivalent to 5% of any payment not paid within 10 days of the due date of any installment; and (ii) permit SELLER to accelerate the loan at SELLER's option in the event of BUYER default.

4. The Note and Mortgage shall: (i) be prepared by BUYER and (ii) be furnished to SELLER for review and approval not later than 15 days after the Effective Date of the Contract; and (iii) contain terms and conditions that are customary in purchase money notes and mortgages in the county where the Property is located, and (iv) otherwise be in form and content reasonably acceptable to SELLER.

5. The Mortgage shall: (i) contain a due-on-sale clause; and (ii) obligate BUYER to keep the Property insured against casualty loss (including flood if the Property is located in a flood zone other than X), with coverage in an amount not less than the lesser of the maximum insurable value or the full replacement value of the Property; and (iii) obligate BUYER to furnish a copy of BUYER's casualty and flood (if applicable) insurance policy(ies) to SELLER at closing, and furnish copies of documentation evidencing timely annual renewal of said policy(ies) to SELLER not later than 15 days after each renewal date; and (iv) include joinder of BUYER's spouse, if BUYER is married. The policy(ies) shall name SELLER as an additional insured party. BUYER shall furnish to SELLER, not later than April 1 of each year of the loan term, written documentation evidencing payment in full of the prior year's property tax bill.

6. BUYER shall pay at closing: (i) the costs of preparation of the Note and Mortgage; and (ii) documentary stamp taxes, intangible taxes and recording fees on the Note and Mortgage.

7. Notwithstanding the provisions of Standard A.2. to the contrary, the Contract is not assignable by BUYER.

8. EXCLUSIONS FROM THE ACT.

(A) The One Property Exclusion applies if (i) SELLER is a natural person, estate or trust who provides financing for only one (1) property in any 12-month period, and (ii) the Property is owned by SELLER and serves as collateral for the financing, and (iii) SELLER did not construct or act as the contractor of the residence on the Property in the ordinary course of business, and (iv) the repayment schedule does not result in negative amortization, and the interest rate is either fixed, or is adjustable but only after the initial 5 years of the loan and is thereafter subject to reasonable annual and lifetime adjustment limits/caps, and (v) the loan need not be fully amortizing and a balloon payment is permitted.

(B) The Three Property Exclusion applies if (i) SELLER is a natural person, estate, trust or business entity who provides financing for no more than 3 properties in any 12-month period, and (ii) the Property is owned by SELLER and serves as collateral for the financing, and (iii) SELLER did not construct or act as the contractor of the residence on the Property in the ordinary course of business, and (iv) the repayment schedule does not result in negative amortization, and the interest rate is either fixed, or is adjustable but only after the initial 5 years of the loan and is thereafter subject to reasonable annual and lifetime adjustment limits/caps, and (v) The loan must be fully amortizing and a balloon payment is not permitted, and (vi) SELLER determines in good faith that the BUYER (Borrower) has a reasonable ability to repay the loan pursuant to certain criteria identified in the Act.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT VA/FHA FINANCING



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

That BUYER will secure either VA or FHA financing as indicated below, and the Contract provisions relating to mortgage loan contingency, property inspections and seller closing expenses are modified as set forth herein.

PROPERTY INSPECTIONS: Notwithstanding provisions to the contrary in the Contract, the policies of the lender shall prevail as to the timing of any lender-required property inspections or surveys, and any requirement that SELLER undertake appraisal related repairs.

REAL ESTATE CERTIFICATION. The SELLER, the BUYER, the listing broker, and the selling broker hereby certify that the terms of the Contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the Contract. The SELLER, the BUYER, and the selling broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

CHECK IF FHA FINANCING

FHA FINANCING. It is expressly agreed that, notwithstanding any other provision of the Contract, BUYER shall not be obligated to complete the purchase of the Property, or to incur any penalty by forfeiture of deposit(s) or otherwise, unless the BUYER has been given, in accordance with HUD FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ _____. BUYER may, however, proceed with the purchase of the Property and consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or the condition of the Property. The BUYER should satisfy himself/herself that the price and the condition of the Property are acceptable.

CHECK IF VA FINANCING

VA FINANCING. It is expressly agreed that, notwithstanding any other provision of this Contract, BUYER shall not incur penalty by forfeiture of earnest money deposit(s) or otherwise be obligated to complete the purchase of the Property described herein, if the Contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs (DVA). BUYER shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by DVA. If BUYER elects to complete the purchase at an amount in excess of the reasonable value established by DVA, BUYER shall pay such excess amount in cash from a source which BUYER agrees to disclose to the DVA and which BUYER represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, SELLER shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the Contract.

If BUYER obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at SELLER's expense. If such inspections are required to be performed and are required to be at SELLER's expense, SELLER agrees to pay the cost of such inspections.

(Seller's Signature) (Date)

(Buyer's Signature) (Date)

(Seller's Signature) (Date)

(Buyer's Signature) (Date)

(Listing Brokerage Firm Name)

(Selling Brokerage Firm Name) (Date)

(Listing Licensee's Signature) (Date)

(Selling Licensee's Signature) (Date)



FINANCING CONTINGENCY EXTENSION SALES CONTRACT AMENDMENT



This Amendment is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____ ,

relating to the following described real property ("Property"):

_____ .

SELLER and BUYER agree to extend the financing contingency period set forth in Paragraph 4.B. of the Contract until _____ {Insert Date}.

All other terms and conditions of the Contract shall remain in full force and effect.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



FINANCING CONTINGENCY BUYER TERMINATION NOTICE



This notice is given with respect to the Sales Contract ("Contract") entered into between:

("BUYER") _____ and

("SELLER") _____ ,

relating to the following described real property ("Property"):

_____ .

1. Pursuant to the terms of the Contract entered into by and between BUYER and SELLER relating to the Property,

BUYER HEREBY GIVES NOTICE OF BUYER'S TERMINATION OF THE CONTRACT AND REQUESTS THE RELEASE OF BUYER'S DEPOSIT(S) TO BUYER.

As required under the Contract Paragraph 4.B., BUYER's notice of termination is accompanied by (i) an Equal Credit Opportunity Act statement of adverse credit action issued by a creditor/lender confirming that mortgage financing on the terms set forth in the Contract was denied on grounds that either the Property was unacceptable to the creditor/lender or the BUYER financially failed to qualify for said financing terms, or (ii) other evidence from the creditor/lender that BUYER has made Loan Application and made diligent and good faith efforts to meet all applicable requirements of the creditor/lender and the CFPB Rule but has received neither loan approval nor loan denial from the creditor/lender.

By copy of this notice provided to the Escrow Agent(s), BUYER requests Escrow Agent(s) to release BUYER's deposit(s) to BUYER.

If Escrow Agent(s) releases BUYER's deposit(s) in good faith reliance upon this notice without SELLER's written consent, and Escrow Agent(s) is found liable therefor to SELLER or any other party for said release, BUYER hereby agrees, by providing this notice to Escrow Agent(s), to indemnify and hold Escrow Agent(s) harmless against any damages, reasonable attorney fees and court costs incurred by Escrow Agent(s).

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

2. SELLER acknowledges termination of the Contract and authorizes Escrow Agent to release BUYER's deposit(s) to BUYER.

(Seller's Signature) (Date) (Seller's Signature) (Date)



FINANCING CONTINGENCY SELLER TERMINATION NOTICE



This notice is given with respect to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

1. Pursuant to the terms of the Contract entered into by and between BUYER and SELLER relating to the Property,

SELLER HEREBY GIVES NOTICE OF SELLER'S TERMINATION OF THE CONTRACT AND AUTHORIZES THE REFUND OF BUYER'S DEPOSIT(S) TO BUYER.

SELLER represents and warrants that BUYER has not notified SELLER of waiver of the financing contingency, **and** the date has passed for the notification set forth in the Contract.

By copy of this notice provided to the Escrow Agent(s), SELLER requests Escrow Agent(s) to refund BUYER's deposit(s) to BUYER.

If Escrow Agent(s) refunds BUYER's deposit(s) in good faith reliance upon this notice without BUYER's written consent, and Escrow Agent(s) is found liable therefor to BUYER or any other party (other than SELLER) for said refund, SELLER hereby agrees, by providing this notice to Escrow Agent(s), to indemnify and hold Escrow Agent(s) harmless against any damages, reasonable attorney fees and court costs thereby incurred by Escrow Agent(s).

(Seller's Signature) (Date) (Seller's Signature) (Date)

2. BUYER acknowledges termination of the Contract and authorizes Escrow Agent to refund BUYER's deposit(s) to BUYER.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)



FINANCING CONTINGENCY WAIVER



This Financing Contingency Waiver is given with respect to the Sales Contract (“Contract”) entered into between:

(“SELLER”) _____ and

(“BUYER”) _____,

relating to the following described real property (“Property”):

BUYER IS ADVISED TO CONSULT WITH BUYER’S CREDITOR/LENDER AND/OR LEGAL COUNSEL PRIOR TO SIGNING THIS FORM.

Pursuant to the terms of the Contract entered into by and between BUYER and SELLER relating to the Property, BUYER hereby waives the financing contingency contained in Paragraph 4.B. of the Contract. BUYER acknowledges that BUYER’s deposit(s) are no longer refundable under the provisions of said Paragraph 4.B.

(Buyer’s Signature) (Date)

(Buyer’s Signature) (Date)



ADDENDUM TO SALES CONTRACT CDD/MSTU ASSESSMENTS DISCLOSURE



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

1. DISCLOSURE OF CDD ASSESSMENTS:

SELLER and BUYER acknowledge the existence of a lien on the Property for the following Community Development District (CDD) _____

(Name of Community Development District)

a. The approximate outstanding balance of the capital assessment is \$ _____.

b. The current annual installment payment of the capital assessment balance set forth in 1.a. is \$ _____.

c. The approximate current annual CDD operating and maintenance assessment amount is \$ _____.

TOTAL: The combined current annual operating and maintenance and capital assessment amount is

\$ _____ (1.b + 1.c). This amount is customarily included in the annual real estate tax bill for the Property, but should be confirmed.

2. DISCLOSURE OF MSTU CAPITAL ASSESSMENT BALANCE:

SELLER and BUYER acknowledge the existence of a lien on the Property for the following Municipal Services Taxing or Benefit District: _____

(Name of Municipal Services Taxing or Benefit District)

a. The approximate outstanding balance of the capital assessment is \$ _____.

b. The current annual installment payment of the capital assessment balance set forth in 2.a. is \$ _____.

c. The approximate current annual MSTU operating and maintenance assessment amount is \$ _____.

TOTAL: The combined current annual operating and maintenance and capital assessment amount is

\$ _____ (2.b + 2.c). This amount is customarily included in the annual real estate tax bill for the Property, but should be confirmed.

BUYER ASSUMPTION OF CDD AND MSTU CAPITAL ASSESSMENT BALANCE(S): Pursuant to provisions of the Contract, BUYER has agreed to assume at closing the outstanding capital balance(s) remaining on the above CDD and/or MSTU assessments.

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)



ADDENDUM TO SALES CONTRACT "AS IS" SALE OF PROPERTY/DUE DILIGENCE



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

SELLER has disclosed to BUYER any facts and conditions which materially affect the value of the Property and which are known to SELLER and not readily observable to BUYER. Notwithstanding any provisions to the contrary in the Contract, BUYER and SELLER hereby understand and agree:

This paragraph replaces Standard D.2.a. and Standard D.2.b. of the Contract (Residential Improved Property): BUYER shall have _____ days [15 days if left blank] after the Effective Date (the "Due Diligence Period") to evaluate the Property and may, but is not required to, utilize the services of any professional or licensed inspector(s) to conduct inspection(s). If BUYER determines, in BUYER's sole discretion, that the Property is not acceptable to BUYER for any reason, BUYER may terminate the Contract prior to expiration of the Due Diligence Period. If BUYER does not elect to terminate the Contract, SELLER shall have no obligation to make any repairs or replacements to the Property, other than as required by the provisions of Standard D.2.d. BUYER's right to terminate hereunder has been bargained for between the parties, and each party acknowledges full and adequate consideration has been received for this provision.

The Property, appurtenances, fixtures, and any included personal property being sold to BUYER will be conveyed to BUYER in their "**AS IS**" condition as of the Effective Date.

BUYER's failure to terminate the Contract in the manner provided herein shall constitute a waiver of the right to terminate under the provisions of this Addendum.

(Seller's Signature) (Date)

(Buyer's Signature) (Date)

(Seller's Signature) (Date)

(Buyer's Signature) (Date)



INSPECTION NOTICE BUYER'S ELECTION AND SELLER'S RESPONSE



BUYER: _____

SELLER: _____

PROPERTY: _____

PART 1. NOTICE TO SELLER OF DEFECTIVE INSPECTION ITEMS ON THE PROPERTY: BUYER hereby gives notice of the following identified Defective Inspection Items for which BUYER makes BUYER's Election in Part 2. This notice is accompanied by a complete copy of any inspection report(s) documenting the said Defective Inspection items.

- List of Systems and Equipment not in Working Condition:** The specific Systems and Equipment items that are not in Working Condition are shown on the attached List.
- Radon Gas or Lead-Based Paint Inspection Report(s):** The presence of radon gas at a level at above EPA action levels (4.0 picocuries per litre of air), or the presence of lead-based paint or lead based paint hazards on the Property (pre-1978 housing).
- Wood-Destroying Organisms Report:** Active infestation and/or visible damage caused by wood-destroying organisms on the Property.
- Toxic or Pathogenic Molds:** The presence of toxic or pathogenic molds within the interior of the dwelling(s) exceeding the levels of such molds measured upon the exterior of the Property.
- Unpermitted Improvements; Non-Conforming Structures; Open Permits; Code Violations:** The existence of unpermitted improvements, non-conforming structures, open permits, or code violations related to the Property.
- Other Defective Inspection Item Reports.** Specify: _____.

PART 2. BUYER'S ELECTION: BUYER elects the following [SELECT ONE]:

- A. Credit at Closing:** Receive a credit from SELLER at closing in an amount of \$_____, which is equivalent to the estimated costs of Remedial Action for the identified Defective Inspection Items, as evidenced by the attached written estimates/proposals issued to BUYER by parties appropriately licensed to perform said Remedial Action. **OR**
- B. Remedial Action:** Have SELLER perform and complete Remedial Action with respect to the identified Defective Inspection Items. **OR**
- C. Combination:** _____

 (Buyer's Signature) (Date) (Buyer's Signature) (Date)

PART 3. SELLER'S RESPONSE: SELLER notifies BUYER as follows [SELECT ONE]:

- A. Acceptance of Buyer's Election:** SELLER accepts and agrees to BUYER's Election in Part II above. **OR**
- B. Rejection of Buyer's Election:** SELLER rejects BUYER's Election. **OR**
- C. Counter to Buyer's Election:** _____

NOTE: If SELLER responds with B or C as to any Defective Inspection Item(s), BUYER may terminate the Sales Contract not later than 5 days after the earlier of (i) Buyer's receipt of the SELLER's Response, or (ii) the SELLER's Response Deadline.

 (Seller's Signature) (Date) (Seller's Signature) (Date)



FLOOD INSURANCE DISCLOSURE



The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance premiums based on the risk of flooding in the area where the property is located.

Due to recent amendments to federal law, flood insurance premiums may increase, and in some instances substantially, over previously charged premiums. As a result, buyers are advised not to rely on current premiums paid for flood insurance as a basis for a buyer's premiums.

Prior to entering into a Sales Contract for the purchase of property, buyers are advised to consult with one or more flood insurance underwriters and obtain flood insurance premium quotes, and determine the schedule for premium increases in the future.

Note: Flood insurance may be required for buyers who are financing their purchase.

(Buyer's Signature)

(Buyer's Signature)

(Date)

Date)



ADDENDUM TO SALES CONTRACT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



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

A SELLER's Disclosure for the real property located at: _____

1. Presence of lead-based paint and/or lead-based paint hazards **[SELECT ONE]**:
 - SELLER knows of lead-based paint and/or lead-based paint hazards present in the dwelling. Explain:

 - SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling.
2. Records and Reports available to BUYER **[SELECT ONE]**:
 - SELLER has provided BUYER with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the dwelling (list documents below):

 - SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the dwelling.

B BUYER's Acknowledgment and Rights:

1. BUYER has received copies of all information listed above.
2. BUYER has received the pamphlet *Protect Your Family From Lead in Your Home*.
3. BUYER has **[SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]**:
 - A. Received at least a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based hazards. If this attachment was provided prior to or on the Effective Date of the Sales Contract (Residential Improved Property), Standard D.2.a. of the Sales Contract provides an Inspection Period that fulfills this requirement.
 - B. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
4. If BUYER receives this attachment or comparable disclosure(s) at any time after the Effective Date of the Sales Contract, BUYER shall have a period of 3 days, excluding Saturdays, Sundays, and federal legal holidays; following receipt of the information and items in B.1. and B.2. above, to terminate the Sales Contract by written notice to SELLER of such termination. If BUYER does not terminate the Sales Contract, BUYER shall have a period of 10 days within which to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards. In that event, the provisions of Standard D.2.b. of the Sales Contract shall apply.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)

Listing Licensee's Acknowledgment

(Listing Licensee's Signature) (Date) (Selling Licensee's Signature) (Date)



ADDENDUM TO SALES CONTRACT RIGHT TO INSPECT AND RIGHT TO TERMINATE



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____ ,

relating to the following described real property ("Property"):

_____ .

If within the Inspection Period (as defined in Standard D.2.a of the Contract) Buyer determines that the Property is not suitable for any reason or no reason in Buyer's sole and absolute discretion, Buyer may terminate the Contract by providing written notice thereof to Seller no later than the last day of the Inspection Period. Upon such termination, the Deposit will be returned to Buyer, and the parties will have no further rights or obligations under the Contract. BUYER's failure to terminate the Contract in the manner provided herein shall constitute a waiver of the right to terminate under the provisions of this Addendum, and the rights and duties of the parties as set forth in Standard D.2.a. and Standard D.2.b. of the Contract shall remain in full force and effect and shall control. All time periods set forth in Standard D.2.a and Standard D.2.b. of the Contract shall run concurrently and are not extended by this Addendum.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



HOMEOWNERS' ASSOCIATION DISCLOSURE SUMMARY



IMPORTANT NOTE: A SEPARATE DISCLOSURE SUMMARY FORM SHOULD BE COMPLETED AND SIGNED FOR EACH HOMEOWNERS' ASSOCIATION GOVERNING THE PROPERTY IN WHICH MEMBERSHIP IS MANDATORY. THIS FORM SHOULD NOT BE USED TO DISCLOSE MEMBERSHIP REQUIREMENTS AND ASSESSMENTS AND OTHER FEES IMPOSED BY CONDOMINIUM/COOPERATIVE ASSOCIATIONS.

For: _____
(Name of Community-- Homeowners' Association)

1. As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association.
2. There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.
3. You will be obligated to pay assessments to the association. Assessments may be subject to periodic change. If applicable, the current amount is \$ _____ per _____. You will also be obligated to pay any special assessments imposed by the association. Such special assessments may be subject to change. If applicable, the current amount is \$ _____ per _____.
4. You may be obligated to pay special assessments to the respective municipality, county or special district. All assessments are subject to periodic change.
5. Your failure to pay special assessments or assessments levied by a mandatory homeowners' association could result in a lien on your property.
6. There may be an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the homeowners' association. If applicable, the current amount is \$ _____ per _____.
7. The developer may have the right to amend the restrictive covenants without the approval of the association membership or the approval of the parcel owners.
8. The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the association governing documents before purchasing property.
9. These documents are either matters of public record and can be obtained from the record office in the county where the property is located, or are not recorded and can be obtained from the developer.
10. Note: SELLER(s) sign below to confirm the accuracy and completeness of the above information and to assume responsibility therefor. BUYER(s) sign and date below to confirm receipt of this Disclosure Summary.

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------



ADDENDUM TO SALES CONTRACT HOMEOWNER DOCUMENTS REVIEW



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

BUYER is entitled to receive, at SELLER's expense, current copies of all master and neighborhood declaration(s) of covenants, conditions and restrictions, articles of incorporation, by-laws, rules and regulations and the most recent year-end financial information (MUST include income and expense statement and balance sheet) for the homeowner association(s) which govern(s) the Property. BUYER hereby requests and SELLER hereby agrees to provide said documents to BUYER. The Contract may be terminated by BUYER within 3 days, excluding Saturdays, Sundays, and federal legal holidays, after the date of BUYER's execution of the Contract and receipt by BUYER of a current copy of the above documents. BUYER may extend the time for closing for a period of not more than 3 days, excluding Saturdays, Sundays, and federal legal holidays, after BUYER receives the above documents. BUYER's right to terminate the Contract under the provisions of this paragraph shall not survive closing.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT FIRPTA BUYER RESIDENTIAL USE CERTIFICATE



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

1. SELLER is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
2. The purchase price of the Property under the Contract does not exceed \$300,000.00 OR does not exceed \$1,000,000.00.
3. BUYER is an individual and is acquiring the Property for use as a residence; i.e. BUYER or a member of BUYER's family has definite plans to reside at the Property at least 50% of the number of days the Property is used by any person during each of the first two 12-month periods immediately following the closing; and
4. BUYER will execute a sworn residential use certification at closing as provided in Standard M of the Contract.

Notwithstanding the provisions of Standard A.2 to the contrary, the Contract is not assignable by BUYER.

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------



ADDENDUM TO SALES CONTRACT APPRAISAL CONTINGENCY



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____

relating to the following described real property ("Property"):

The Contract is contingent for _____ days [15 days if left blank] after the Effective Date upon BUYER (or BUYER's lender) obtaining an appraisal of the Property by a residential or general appraiser certified under Chapter 475, Florida Statutes, showing a market value of at least the purchase price set forth in the Contract.

If the Property does not appraise at a market value at least equal to the purchase price, BUYER may terminate the Contract within the above contingency period by delivering notice to SELLER along with a copy of the appraisal report. If SELLER, not later than 5 days following receipt of said notice and appraisal report, notifies BUYER that the purchase price shall be reduced to the appraised value set forth in the appraisal report, the purchase price shall be reduced to such appraised value, and the Contract shall otherwise remain in full force and effect.

BUYER's failure to terminate the Contract as provided herein shall constitute a waiver of this contingency.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT



This Addendum is to the Sales Contract entered into between:

("SELLER") _____ and

("BUYER") _____ ,

relating to the following described real property ("Property"):

_____ .

Other Terms and Conditions:

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)



AMENDMENT TO SALES CONTRACT



This Amendment is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

For good and valuable consideration, the Contract is amended as follows:

All other terms and conditions of the Contract shall remain in full force and effect.

_____	_____	_____	_____
(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)

_____	_____	_____	_____
(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)



ASSIGNMENT OF SALES CONTRACT



THIS FORM IS NOT FOR USE WITH NEW CONSTRUCTION/DEVELOPER CONTRACTS.

THIS FORM MUST BE ENTERED INTO ONLY AFTER CAREFUL CONSIDERATION BY THE PARTIES AND REVIEW BY LEGAL COUNSEL.

Buyer/Assignor: _____

Assignee: _____

Seller: _____

Property: _____

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which are hereby acknowledged, Buyer/Assignor does hereby assign, transfer, release and quit claim to Assignee, all Buyer/Assignor's rights, title, and interest in and to the Sales Contract by and between Seller and Buyer/Assignor dated _____ , pertaining to the sale and purchase of the Property (the "Contract"), including any deposits.

Buyer/Assignor acknowledges that Buyer/Assignor is not released from liability under the Contract, unless Seller consents to such release from liability.

(Buyer/Assignor Signature) (Date)

(Buyer/Assignor Signature) (Date)

ACCEPTED BY:

(Assignee Signature) (Date)

(Assignee Signature) (Date)



ACKNOWLEDGMENT OF RECEIPT CONDOMINIUM/COOPERATIVE DOCUMENTS



With respect to the Sales Contract between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

Name of Condominium/Cooperative: _____

BUYER is instructed to check the appropriate box below to indicate whether the documents received are condominium or cooperative documents. BUYER should check the box next to each of the documents actually received and indicate the date of actual receipt thereof. If BUYER did not receive any of the applicable listed documents, BUYER should contact his or her broker for assistance. **Upon receipt of all of the applicable listed documents, the completed form should be signed by BUYER and returned to BUYER's broker. If BUYER terminates the Sales Contract, BUYER shall immediately return to SELLER all condominium/cooperative documents received by BUYER.**

Condominium Documents

_____ Declaration of Condominium
(Date)

_____ Articles of Incorporation
(Date)

_____ Bylaws
(Date)

_____ Rules & Regulations
(Date)

_____ Most Recent Year-End Financial Information
(Date) (MUST include income and expense statement and balance sheet.)

_____ Question & Answer Sheet
(Date)

_____ Governance Form
(Date)

Cooperative Documents

_____ Articles of Incorporation
(Date)

_____ Bylaws
(Date)

_____ Rules & Regulations
(Date)

_____ Question & Answer Sheet
(Date)

(Buyer's Signature) (Date)

(Buyer's Signature) (Date)



ACKNOWLEDGMENT OF RECEIPT HOMEOWNER DOCUMENTS



With respect to the Sales Contract between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

Name of Homeowner Neighborhood: _____

BUYER should identify each of the documents actually received by checking the box next to that document and indicate the date of actual receipt thereof. If BUYER did not receive any of the applicable listed documents, BUYER should contact his or her broker for assistance. **Upon receipt of all of the applicable listed documents, the completed form should be signed by BUYER and returned to BUYER's broker. If BUYER terminates the Sales Contract, BUYER shall immediately return all homeowner documents received by BUYER to SELLER.**

Homeowner Documents

- _____ Declaration of Restrictive Covenants
(Date)
- _____ Articles of Incorporation
(Date)
- _____ Bylaws
(Date)
- _____ Rules & Regulations
(Date)
- _____ Most Recent Year-End Financial Information
(Date) (MUST include income and expense statement and balance sheet.)

 (Buyer's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT SHORT SALE



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

1. Approval of the Lender: The Contract is contingent upon: (A) SELLER's lender(s) and/or other lien holder(s) (collectively "Lender") approval of the purchase price, terms of the Contract and the HUD-1 settlement statement; (B) Lender's agreement to accept a payoff which is less than the balance due on the loan(s) or other indebtedness; and (C) Lender's agreement to release and provide a satisfaction of the mortgage(s) and/or its other lien(s) upon receipt of discounted payoff amount(s) (collectively "Short Sale Approval"). Not later than _____ days after the Effective Date (10 days if left blank), SELLER shall complete and submit the short sale application(s) to Lender. SELLER shall promptly provide all additional documentation requested by Lender, and otherwise diligently pursue Short Sale Approval.

If SELLER does not deliver a copy of the Short Sale Approval letter or other written documentation evidencing Short Sale Approval signed by SELLER ("Short Sale Approval Evidence") to BUYER and the closing agent within _____ days after the Effective Date (the "Short Sale Approval Deadline") (45 days if left blank), either party may thereafter terminate the Contract by delivering notice to the other party. BUYER's right to terminate shall cease to exist if SELLER gives notice to BUYER that SELLER has waived this contingency or that Short Sale Approval has been obtained prior to BUYER giving SELLER notice of termination. Short Sale Approval which does not provide for a full waiver or release of any claim(s) for deficiency against SELLER for the remaining balance due Lender, or which obligates SELLER to execute a promissory note or pay a cash contribution toward any such balance due, shall not be deemed Short Sale Approval unless SELLER accepts same and provides BUYER notification of said acceptance.

2. Time periods: The Initial Deposit shall be due and payable on the date shown in Paragraph 1A of the Contract. Except as otherwise set forth in Paragraph 1 of this Addendum, all other time periods and performances under the Contract and other Addenda shall commence from the date SELLER either delivers Short Sale Approval Evidence to BUYER or waives this contingency.

3. BUYER Acknowledgement and Agreement: BUYER acknowledges that Lender is not a party to the Contract and therefore is not obligated to approve the Contract, to participate in this short sale transaction, or to effectuate a short sale involving the Contract after approving the Contract and its terms. BUYER further acknowledges that SELLER is not liable for delays caused by Lender or costs and expenses incurred by BUYER under the Contract if Lender does not complete the short sale after Short Sale Approval. BUYER agrees to execute any documentation or provide any information required by Lender or the closing agent containing terms acceptable to BUYER. If BUYER fails to execute any documentation or provide any information within _____ days (5 days if left blank) after written request from Lender or the closing agent, then either party may thereafter terminate the Contract by delivering notice of said termination to the other party.

4. Closing Date. The Closing Date shall be _____ days (45 days if left blank) after delivery by SELLER of the Short Sale Approval Evidence to BUYER.

5. SELLER Notification. SELLER shall promptly notify BUYER of Lender's refusal to approve this short sale transaction.

6. Termination Due to Foreclosure Sale of Property. If the Property is sold at a foreclosure sale prior to closing of this transaction, either party may thereafter terminate the Contract by delivering notice to the other party.

SELLER AND BUYER ARE ADVISED TO OBTAIN THEIR OWN INDEPENDENT LEGAL COUNSEL TO OVERSEE AND SUPERVISE THE SHORT SALE TRANSACTION.

SELLER IS ADVISED TO CONSULT WITH ACCOUNTING AND/OR OTHER TAX AND FINANCIAL ADVISORS REGARDING THE TAX AND OTHER FINANCIAL IMPLICATIONS OF ENTERING INTO A SHORT SALE TRANSACTION, INCLUDING WITHOUT LIMITATION THAT THE AMOUNT OF ANY INDEBTEDNESS FORGIVEN BY LENDER MAY BE TAXABLE AND THAT THE SELLER'S CREDIT RATING MAY BE ADVERSELY AFFECTED WHICH COULD IMPACT SELLER'S ABILITY TO BORROW OR ENTER INTO LEASES IN THE FUTURE AND/OR THE RATES OF INTEREST CHARGEABLE TO SELLER.

SELLER ACKNOWLEDGES THAT LENDER MAY NOT FORGIVE ANY UNPAID INDEBTEDNESS, MAY REQUIRE SELLER TO SIGN A PROMISSORY NOTE FOR ANY DEFICIENCY, OR MAY REQUIRE SELLER TO MAKE A CASH CONTRIBUTION AS A CONDITION OF LENDER APPROVAL.

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)



ADDENDUM TO SALES CONTRACT BACK-UP CONTRACT



This Addendum is to the Back-Up Contract entered into between:

("SELLER") _____ and

("BUYER") _____

relating to the following described real property ("Property"):

This Back-Up Contract is subject to a previously executed and existing sales contract (the "Primary Contract") for the sale and purchase of the Property between SELLER and a third party buyer identified as _____, and is contingent upon termination of the Primary Contract. If the Primary Contract is terminated, SELLER shall promptly give written notice of the termination to BUYER ("Primary Contract Termination Notice") and, upon receipt by BUYER of the Primary Contract Termination Notice, the contingency shall be satisfied, and this Back-Up Contract shall move into primary position. If BUYER has not received the Primary Contract Termination Notice by 5:00 p.m. on _____ {Insert Date}, BUYER may terminate this Back-Up Contract by giving notice to SELLER at any time before receiving the Primary Contract Termination Notice. If no date is inserted above, BUYER may terminate this Back-Up Contract at any time prior to receipt of the Primary Contract Termination Notice. The new Effective Date of this Back-Up Contract shall be the date of BUYER's receipt of the Primary Contract Termination Notice. If this Back-Up Contract becomes the primary contract, BUYER may extend the Closing Date to a date which is not later than 30 days after the new Effective Date.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT
SELLER'S RIGHT TO MAKE BACK-UP CONTRACT PRIMARY CONTRACT



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

The Contract is contingent on _____
 _____ (the "Contingency").

SELLER has the right to continue to market and show the Property, and solicit and enter into a bona fide back-up contract with a third party buyer ("Back-up Contract"). After a Back-up Contract is effective, SELLER shall notify BUYER of the existence of the Back-up Contract. If BUYER elects to proceed with the purchase of the Property, BUYER shall notify SELLER of such election and deliver an additional deposit to Escrow Agent in the amount of \$ _____ not later than 3 days after receipt of notification of the Back-up Contract, and BUYER shall be deemed to have waived the Contingency. Closing shall occur on a date which is the later of the Closing Date identified in Paragraph 3 of the Contract, or 45 days after the date of delivery by BUYER of the additional deposit. If BUYER fails to timely notify SELLER of BUYER's election and deliver the additional deposit, the Contract shall automatically terminate.

 (Seller's Signature) (Date) (Buyer's Signature) (Date)

 (Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT SIMULTANEOUS CLOSING (DEVELOPER)



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property (the "Property"):

_____.

1. SELLER and BUYER understand and acknowledge that: (a) the closing contemplated by the Contract will occur simultaneously with SELLER's purchase of the Property from the developer of the project where the Property is located; and (b) the Contract **MUST BE ENTERED INTO ONLY AFTER CAREFUL CONSIDERATION BY THE PARTIES AND REVIEW BY LEGAL COUNSEL**. Therefore, either SELLER or BUYER may terminate the Contract following review by legal counsel, by notifying the other party of such termination not later than _____ days [10 days if left blank] after the Effective Date.

2. SELLER represents and BUYER acknowledges that SELLER does not currently own the Property, and is the contract purchaser of the Property from _____ ("Developer"), under contract dated _____ ("Developer Contract"). SELLER further represents to BUYER that the Developer Contract does not prohibit or otherwise restrict the simultaneous sale of the Property to BUYER and that this transaction will not result in a default under the Developer Contract. Not later than 3 days after the Effective Date, SELLER shall furnish to BUYER a **complete** copy of the Developer Contract.

3. The Closing Date shall be the date scheduled by the Developer under the Developer Contract for the purchase of the Property by SELLER. SELLER shall give BUYER not fewer than 7 days' notice of the scheduled closing date. The Closing Date referenced in the Contract is an estimate only.

4. The purchase price referenced in the Contract includes any sums prepaid by SELLER for upgrades, extras and options. BUYER acknowledges that BUYER is bound by and will accept any such upgrades, extras and options, and any color, flooring, countertop, cabinetry, appliance and similar selections made by SELLER prior to the Effective Date of the Contract. SELLER shall not order any upgrades, extras or options, and shall not make any selections, after the Effective Date of the Contract without BUYER's prior written approval. If BUYER fails to make selections within 5 days after offered by SELLER, SELLER may make the selections on behalf of BUYER and BUYER shall be bound by SELLER's selections. In addition to the purchase price, BUYER shall pay the cost of all upgrades, extras and options ordered by BUYER after the Effective Date of the Contract.

5. SELLER shall promptly furnish to BUYER copies of all correspondence, the title insurance commitment, the survey, the certificate of occupancy, all Developer closing and conveyancing documents, and the owner's title insurance policy, as and when said documents are received by SELLER.

6. If, and to the extent permitted by Developer, BUYER shall be entitled to participate in SELLER's pre-closing walk-through inspection of the Property scheduled by the Developer. SELLER shall give BUYER not fewer than 5 days written notice of the scheduled walk-through inspection date. Paragraph 6 and Standard D.2. of the Contract are deleted.

7. BUYER acknowledges that all or a portion of BUYER's closing funds may be used by SELLER to purchase the Property from the Developer. BUYER shall tender BUYER's closing funds to the closing agent designated by Buyer not later than one business day prior to the Closing Date.

8. Not later than 3 days prior to the Closing Date, SELLER shall execute all Seller documents necessary and customary to sell and convey the Property to BUYER. In addition to the Property, the Seller documents shall convey to BUYER the exclusive right to use any parking space(s), storage space(s), boat slip/dock(s) and similar appurtenances which will be conveyed or assigned to SELLER by Developer. The closing documents executed by SELLER shall be held in escrow by BUYER's closing agent, and shall be released from escrow simultaneously with SELLER's use of BUYER's closing funds to purchase the Property from the Developer. **SELLER's remaining proceeds shall be held in escrow by BUYER's closing agent until** (a) proof of recording of the Developer's deed to SELLER; (b) title examination at that time reflecting no liens or encumbrances against SELLER's title; (c) reasonable proof of satisfaction of any prior liens or encumbrances existing at the time of Developer's conveyance to SELLER; and (d) delivery to BUYER's closing agent of a copy of the owner's title insurance policy issued to SELLER.

9. At closing, SELLER shall assign to BUYER all assignable developer, contractor and manufacturer warranties.

10. If the Contract is subject to a BUYER financing contingency, **and** if BUYER'S lender does not approve the simultaneous closing terms of the Contract, BUYER may terminate the Contract by notifying SELLER of such termination within the contingency period set forth in the Contract.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT
DEFECTIVE DRYWALL DISCLOSURE AND INSPECTION CONTINGENCY



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

- 1. **BUYER ADVISORY:** Some homes have been built or renovated using certain drywall (herein "Defective Drywall") which reportedly emits levels of sulfur, methane and/or other volatile organic compounds that may cause corrosion of air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items and may create noxious odors which may pose health risks.
- 2. **SELLER DISCLOSURE:** Except as indicated below, SELLER has no knowledge of the presence of Defective Drywall or of any records or reports pertaining to Defective Drywall affecting the Property. Upon executing the Contract, SELLER shall describe below all known Defective Drywall information for the Property and list all available documents pertaining to Defective Drywall in the Property and provide any such documents to BUYER. If any such disclosure made by SELLER indicates the presence of Defective Drywall in the Property, BUYER may terminate the Contract within the Inspection Period set forth below.

- 3. **DEFECTIVE DRYWALL INSPECTION CONTINGENCY:** Within _____ days [15 days, if left blank] after the Effective Date (the "Inspection Period"), BUYER may have an appropriately Florida licensed inspection company or licensed contractor inspect the Property to ascertain the existence of (1) drywall in the Property having been manufactured in China or any other point of origin linked to the manufacture of potential Defective Drywall or (2) visible evidence of corrosion or discoloration to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items in the Property possibly caused by Defective Drywall. These inspections may temporarily displace insulation to view drywall, remove electrical plates or utility covers and access the interior of appliances or equipment to ascertain any such corrosion or discoloration, but otherwise the inspections shall not be invasive or cause any damage to the Property or its contents without the written consent of SELLER. If the inspection report(s) documents the existence of either (1) or (2) as set forth above, BUYER shall deliver a copy of said inspection report(s) to SELLER and may terminate the Contract prior to expiration of the Inspection Period. Nothing shall, however, in the alternative preclude BUYER and SELLER from agreeing upon terms for the remediation of the Defective Drywall or a SELLER credit to BUYER in lieu of such remediation.
- 4. **PROFESSIONAL ADVICE:** BUYER acknowledges that all representations about Defective Drywall by any real estate broker are solely based on SELLER representations and that no real estate broker has conducted any independent investigations to verify the accuracy or completeness of the information. BUYER agrees to rely solely on SELLER, professional inspectors, government agencies or third parties retained by BUYER regarding any issue related to Defective Drywall.

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------

(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
----------------------	--------	---------------------	--------



**ADDENDUM TO SALES CONTRACT
HOUSING FOR OLDER PERSONS/55 PLUS OCCUPANCY**



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____ ,

relating to the following described real property ("Property"):

_____ .

SELLER has disclosed and BUYER acknowledges that the Property qualifies as housing for older persons under the Housing for Older Persons Act of 1995, and that at least one person who is 55 years of age or older must occupy the Property. SELLER and BUYER are relying upon an affidavit confirming the above, executed and provided by an authorized representative of the governing community association.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT LEASE BACK BY SELLER



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

From and after closing, BUYER will lease the Property back to SELLER for a period of _____ months under the terms of a written lease agreement to be prepared and delivered to SELLER by BUYER or BUYER's attorney not later than 15 days after the Effective Date. If SELLER does not approve the form of said lease agreement and terms contained therein by initialing and returning a copy of same to BUYER not later than 5 days after receipt thereof, then BUYER may terminate the Contract. The lease agreement shall be executed by the parties at closing.

Not later than the aforementioned 15 day period, SELLER shall confirm that no applicable governing association restrictions prevent the leaseback of the Property by SELLER.

The lease shall include, without limitation, the following terms and allocation of expenses:

Rent: \$ _____ per month, plus sales tax if applicable.

<u>ITEM</u>	<u>BUYER</u>	<u>SELLER</u>
Association Maintenance Fees	_____	_____
Basic Cable	_____	_____
Basic Telephone	_____	_____
Contents Insurance	_____	_____
Electric	_____	_____
Hazard Insurance	_____	_____
Lawn Maintenance	_____	_____
Liability Insurance	_____	_____
Long Distance Telephone	_____	_____
Pool Maintenance and Pool Heating	_____	_____
Public and/or Propane Gas	_____	_____
Real Estate Taxes	_____	_____
Security System Fees	_____	_____
Water and Sewer	_____	_____
Water Treatment Equipment	_____	_____
Other _____	_____	_____
Other _____	_____	_____

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT POST-CLOSING OCCUPANCY



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

Notwithstanding any Contract provisions to the contrary, SELLER may occupy the Property subsequent to closing, commencing on the Closing Date and continuing through and including _____ {Insert Date} upon payment to BUYER, at closing, of an occupancy fee of \$ _____ for the said period. SELLER shall escrow at closing with closing agent the sum of \$ _____ as security deposit to assure SELLER's performance of this Addendum. THE PARTIES AGREE THAT THIS POST-CLOSING OCCUPANCY ARRANGEMENT IS NOT A LEASE AND THAT THE OCCUPANCY FEES ARE NOT RENT, BUT RATHER A TEMPORARY RIGHT OF USE FOR CONSIDERATION, TO ACCOMMODATE THE SELLER. Occupancy shall be limited to _____ persons and the following pets: _____

SELLER shall have no right to make any changes or modifications to the Property during the period of SELLER's occupancy. SELLER's personal property placed in the premises shall be at SELLER's risk of loss. During the occupancy period, SELLER shall be responsible for all utilities and shall obtain insurance coverage for SELLER's personal property and liability insurance (if available).

SELLER shall, after the occupancy period, surrender the premises to the BUYER in the condition required in the Contract. If SELLER fails to vacate the Property as of the date required above, SELLER shall pay to BUYER additional occupancy fees of \$ _____ per diem until the date of SELLER's vacation of the Property. If SELLER continues to occupy the Property for more than 3 days beyond the required vacation date, the said additional per diem occupancy fee will double, commencing on the fourth day and continuing until the date SELLER vacates. SELLER agrees that BUYER shall be entitled to recover from SELLER's security deposit any unpaid occupancy fees, costs to clean or repair the premises, and costs of collection of said sums, and SELLER shall also be generally liable to BUYER therefor if such costs exceed the security deposit, and BUYER shall further have a cause of action for ejectment. This provision shall survive the closing. SELLER shall indemnify and hold BUYER harmless against any claims, loss, or damage arising from SELLER's occupancy of the Property.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



AMENDMENT TO SALES CONTRACT PRE-CLOSING OCCUPANCY



This Amendment is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

BUYER may occupy the Property prior to the Closing Date, commencing on _____{Insert Date}, upon payment to SELLER, prior to occupancy, of an occupancy fee of \$ _____ for the period from the date of occupancy through and including the Closing Date. BUYER shall pay additional occupancy fees of \$ _____ per diem if the closing occurs later than the Closing Date through no fault of the SELLER. Occupancy fees will be adjusted on a pro-rata basis to the actual date of closing or of BUYER's vacation of the Property. THE PARTIES AGREE THAT THIS PRE-CLOSING OCCUPANCY ARRANGEMENT IS NOT A LEASE AND THAT THE OCCUPANCY FEES ARE NOT RENT, BUT RATHER A TEMPORARY RIGHT OF USE FOR CONSIDERATION, TO ACCOMMODATE THE BUYER. BUYER will complete any desired inspections provided for in the Contract, prior to occupancy. Upon taking occupancy of the Property, BUYER accepts the Property in "AS IS" condition and waives any and all of BUYER's remaining Contract contingencies and all Remedial Action obligations of SELLER or credit in lieu thereof, except those agreed to by SELLER in writing prior to BUYER's occupancy. Occupancy shall be limited to _____ persons and the following pets: _____.

BUYER shall have no right to make any changes or modifications to the Property prior to closing. BUYER's personal property placed in the premises shall be at BUYER's risk of loss. During BUYER's occupancy, BUYER shall be responsible for all utilities and shall obtain liability insurance and insurance coverage for BUYER's personal property. If the transaction evidenced by the Contract does not close by the scheduled closing date, through no fault of SELLER, SELLER may give BUYER 5 days written notice to vacate and leave the Property in the same condition as of the date of occupancy. If BUYER does not vacate as required, BUYER's per diem occupancy fee will double from the date BUYER receives notice until the date BUYER vacates the Property. BUYER agrees that SELLER shall be entitled to recover any unpaid occupancy fees, costs to clean or repair the premises necessitated by BUYER's occupancy, and costs of collection of said sums from BUYER's deposit in escrow under the Contract, and SELLER shall further have a cause of action for ejectment. BUYER shall also be generally liable to SELLER therefor. BUYER shall indemnify and hold SELLER harmless against any claims, loss, or damage arising from BUYER's occupancy of the Property.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT VISUAL INSPECTION OF PROPERTY BY BUYER



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____

relating to the following described real property ("Property"):

BUYER and/or BUYER's designee has not visually inspected the Property. BUYER and/or BUYER's designee shall have a period of _____ days [10 days if left blank] after the Effective Date (the "Visual Inspection Period") to visually inspect the Property. Upon reasonable notice, SELLER shall provide access and utilities service to the Property for such purpose. If, after the visual inspection of the Property, the Property is not acceptable to BUYER for any reason, then BUYER may terminate the Contract within the Visual Inspection Period.

(Seller's Signature) (Date)

(Buyer's Signature) (Date)

(Seller's Signature) (Date)

(Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT SALE OF BUYER'S EXISTING PROPERTY



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____

relating to the following described real property ("Property"):

BUYER's obligations under this Contract are contingent upon closing of and disbursement on the sale of BUYER's real property located at _____, which is presently under contract.

If such closing and disbursement does not occur on or before _____ {Insert Date}, then either SELLER or BUYER may terminate this Contract. SELLER's right to terminate this Contract shall cease to exist if, prior to exercise of SELLER's right to terminate, SELLER receives notice that BUYER has satisfied or waived this contingency.

SELLER shall not be obligated to close on the sale of the Property fewer than 15 days after the date BUYER gives notice to SELLER of satisfaction or waiver of this contingency.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT SURVEY INSPECTION



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____

relating to the following described real property ("Property"):

BUYER shall have 15 days after the Effective Date (the "Survey Inspection Period") to obtain a survey of the Property, at BUYER's expense, to determine that the Property is the same property visually inspected by BUYER.

If the survey reveals that the Property is not the same property that was visually inspected by BUYER, BUYER may terminate this Contract prior to expiration of the Survey Inspection Period.

(Seller's Signature) (Date)

(Buyer's Signature) (Date)

(Seller's Signature) (Date)

(Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT REVIEW BY ADVISOR (BUYER)



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____

relating to the following described real property ("Property"):

BUYER shall have _____ days after the Effective Date (the "Review Period") to have this Contract reviewed by BUYER's accountant, attorney, or other advisor, and may terminate this Contract for any reason within the Review Period.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



ADDENDUM TO SALES CONTRACT REVIEW BY ADVISOR (SELLER)



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____

relating to the following described real property ("Property"):

SELLER shall have _____ days after the Effective Date (the "Review Period") to have this Contract reviewed by SELLER's accountant, attorney, or other advisor, and may terminate this Contract for any reason within the Review Period.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)



TIMELINE OF EVENTS

NABOR Sales Contract (Residential Improved Property) Dated: January 1, 2017



Buyer(s): _____ Seller(s) _____

Property Address: _____

Effective Date (Line 43): _____ Closing Date (Line 47): _____

Event/Reference	Responsible Party	Due Date	Completed
Buyer's Initial Deposit (Line 28)	B	see contract	[]
Listing Licensee change A to PC or P	LL	3 business days after Effective Date	[]
Condominium Document Delivery (Line 362)	S	at time of or immediately after contract execution	[]
Condominium Document Rescission Expires (Line 363)	B	3 business days after condominium document delivery date	[]
Condo Fire Sprinkler Retrofit Review Contingency (Line 184)	B	3 business days after condominium document delivery date	[]
Homeowners' Association Disclosure Summary (Line 352)	B	prior to or at contract execution	[]
Buyer's Additional Deposit (Line 32)	B	see contract	[]
Buyer's Loan Application (Line 60)	B	5 days after Effective Date if left blank	[]
Buyer's Financing Contingency Deadline (Line 62)	B	45 days after Effective Date if left blank	[]
Buyer Application for Association Approval (Line 378)	B	10 days after Effective Date	[]
Seller Title Evidence (Line 120)	CAS	10 days after Effective Date	[]
Seller Survey (Line 140)	S	10 days after Effective Date	[]
Buyer's Inspection Period (Line 214)	B	15 days after Effective Date	[]
Buyer's Notice of Defective Inspection Items (Line 242)	B	5 days after Inspection Period	[]
Seller's Response Deadline Inspection Items (Line 252)	S	10 days after receipt of Buyer's Notice & inspection reports	[]
Buyer's Right to Terminate for Inspection Items (Line 253)	B	5 days after Seller's Response	[]
Buyer's Titling Instructions (Line 113)	CAB	15 days prior to Closing Date	[]
Buyer's Survey Review & Objection Period (Line 145)	B	10 days prior to Closing Date	[]
Buyer's Title Examination Period (Line 123)	CAB	30 days after Effective Date	[]
Condo/Homeowners' Association Estoppel (Line 381)	1	15 days prior to Closing Date	[]
Buyer's Walk-through Inspection (Line 291)	B	prior to Closing Date or possession if earlier	[]
Listing Licensee change MLS info to CS	LL	not later than 3 business days after Closing	[]

Note: B = Buyer; S = Seller; CA = Closing Agent; LL = Listing Licensee

* Quick closing timelines (Line 419)

**Calendar days (Line 443)

***Following business day (Line 445)

****This is not legal advice provided by attorneys but rather a proposed guideline from NABOR, therefore any users of this form agree to indemnify, save and hold NABOR harmless from any and all claims, actions, suits, judgments, demands, attorney's fees and costs whatsoever. Nothing herein reflects any time periods found in any Contract addendum or amendment.

**SALES
CONTRACTS
(AS-IS)**



SALES CONTRACT-AS IS (RESIDENTIAL IMPROVED PROPERTY)



SELLER: _____

BUYER: _____

SELLER: _____

BUYER: _____

ADDRESS: _____

ADDRESS: _____

1 UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE
2 FOLLOWING TERMS AND CONDITIONS, the real property hereafter legally described, and all non-leased fixtures ("the Real Property"),
3 together with the following items existing on the Effective Date: built-in appliances and beverage cooler(s)/dispenser(s); attached lighting;
4 ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-visual, home entertainment and/or
5 home sound systems including all operational components and software; hurricane/storm shutters and panels; central vacuum system
6 including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system including cameras;
7 drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment; and _____
8

9 (the Real Property and the above items are collectively referred to as the "Property"), and together with the following personal property existing
10 on the Effective Date: refrigerator(s); range(s); dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains, blinds, shades and other
11 window treatments; garage door opener(s)/ remote(s); keys, fobs and other access devices (including to community property); pool or solar
12 cover; child pool safety fence, and automated pool cleaning equipment, and _____
13

14 and the additional personal property, if any listed on the attached inventory or list (the "Personal Property").

15 The following items are excluded: _____
16

17 The Personal Property shall be free from liens and is deemed without value, left for the convenience of the parties, and transferred without
18 consideration, unless otherwise agreed to by the parties.

19 The address of the Property is: _____

20 LEGAL DESCRIPTION OF THE PROPERTY:

21 _____, _____ County, Florida.

22 IF THE PROPERTY IS A COOPERATIVE PARCEL, THE COOPERATIVE ADDENDUM TO SALES CONTRACT (RESIDENTIAL IMPROVED
23 PROPERTY) IS INCORPORATED HEREIN AND MADE AN INTEGRAL PART OF THIS CONTRACT.

24 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # _____,

25 Garage(s) # _____, Cabana(s) # _____, Storage Locker(s) # _____, Boat Dock(s) or Slip(s) # _____, and other

26 common elements and common areas to which SELLER has an exclusive right of use and the right to convey.

27 1. **PURCHASE PRICE:** The purchase price (U.S. currency), which is allocated to the Property
28 only unless otherwise stated, shall be payable as follows:\$ _____

29 A. Initial Deposit to be held in escrow\$ _____

30 [SELECT ONE. IF NO SELECTION IS MADE, ACCOMPANIES OFFER SHALL APPLY.]

31 accompanies offer is due on the Effective Date is due not later than _____ days after the Effective Date.

32 Additional Deposit to be received in escrow not later than _____ days after the

33 Effective Date\$ _____

34 B. Proceeds of mortgage, if any [See Paragraph 4.B.]\$ _____

35 C. Proceeds of SELLER mortgage, if any [see Paragraph 4.C.].....\$ _____

36 D. Other: _____ \$ _____

37 E. Balance of the purchase price, payable from BUYER to the closing agent

38 at closing, subject to adjustments and prorations, of approximately\$ _____

39 Closing funds and all deposit funds tendered to the closing agent within 15 days prior to closing shall be paid by wire transfer. All
40 international funds shall be paid by wire transfer. All deposits are subject to collection.

41 2. **PERIOD OF OFFER AND COUNTER-OFFER;EFFECTIVE DATE:** This offer is revoked if not accepted and the signed offer delivered to
42 offeror, by AM PM on _____ {Insert Date}. Any counter-offer is revoked if not accepted
43 and the signed counter-offer delivered to counter-offeror not later than ____ days [2 days if left blank] after delivery of the counter-offer.

44 The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. ALL CHANGES TO THE
45 OFFER OR COUNTER-OFFER MUST BE INITIALED AND DATED. THE LATEST DATE SET FORTH ON THIS CONTRACT BY EITHER
46 PARTY'S SIGNATURE OR INITIALS SHALL BE THE EFFECTIVE DATE.

47 3. **CLOSING DATE; TIME OF THE ESSENCE; CLOSING LOCATION; CLOSING AGENT; POSSESSION:** Closing shall occur on
48 _____ {Insert Date} (the "Closing Date"). **Time is of the essence as to the Closing Date.** Closing shall
49 occur in the county where the Property is located, at an office designated by the closing agent, who shall be selected by BUYER. BUYER shall
50 be the legal owner of the Property as of the closing, and SELLER shall vacate and give possession of the Property at the closing. SELLER
51 shall leave the dwelling(s) on the Property in broom-clean condition and the entire Property free of debris.

52 4. **METHOD OF PAYMENT [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:** A. **CASH/FINANCING WITHOUT**
53 **CONTINGENCY:** BUYER will pay cash, but may obtain a loan for the purchase of the Property; however, there is no financing contingency. **If**
54 **BUYER elects to finance BUYER's purchase of the Property through a creditor/lender, BUYER shall be required to timely perform all**
55 **BUYER's obligations under the Contract and to close on the Closing Date, notwithstanding any terms and conditions imposed by**
56 **BUYER's creditor/lender and/or any applicable disclosure, delivery and compliance requirements of the Consumer Financial Protection**
57 **Bureau Integrated Mortgage Disclosure Rule ("CFPB Rule")** B. **FINANCING CONTINGENCY:** Subject to the provisions of this paragraph,
58 BUYER's obligation to purchase the Property is contingent upon BUYER obtaining a loan, unless waived by BUYER as set forth below, in at least
59 the amount shown in 1.B. above, to be secured by a mortgage on the Property at [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL
60 APPLY]: (1) an initial or (2) fixed rate of interest not exceeding _____ % per year, for an amortized term of _____ years [30 years if
61 left blank]. BUYER shall make loan application as defined in the CFPB Rule ("Loan Application") not later than _____ days after the Effective
62 Date [5 days if left blank], and shall make a continuing good faith and diligent effort to obtain said loan and comply with all applicable
63 requirements of the creditor/lender and CFPB Rule relating to the loan process. If BUYER fails to waive this financing contingency on or before
64 _____ {Insert Date} [45 days after the Effective Date if left blank], either SELLER or BUYER may terminate
65 this Contract at any time. BUYER's termination under this contingency must be accompanied by either (i) an Equal Credit Opportunity Act
66 statement of adverse credit action issued by a creditor/lender confirming that mortgage financing on the terms set forth in this Contract was
67 denied on grounds that either the Property was unacceptable to the creditor/lender or the BUYER financially failed to qualify for said financing
68 terms, or (ii) other evidence from the creditor/lender that BUYER has made Loan Application and made diligent and good faith efforts to meet
69 all applicable requirements of the creditor/lender and the CFPB Rule, but has received neither loan approval nor loan denial from the
70 creditor/lender. SELLER's right to terminate shall cease to exist if BUYER waives this financing contingency prior to SELLER giving BUYER
71 notice of termination. **IF BUYER WAIVES THIS CONTINGENCY AND IS UNABLE TO CLOSE ON THE CLOSING DATE DUE TO A DELAY**
72 **CAUSED SOLELY BY THE CREDITOR/LENDER AND/OR NECESSITATED BY THE CFPB RULE, BUYER MAY EXTEND THE CLOSING**
73 **DATE UP TO 10 DAYS FOR CFPB RULE COMPLIANCE AND TO ACCOMMODATE RECEIPT AND EXECUTION OF THE LOAN PACKAGE**
74 **AND LOAN FUNDING. Delivery of documentation evidencing loan commitment or loan approval shall not constitute a waiver of the**
75 **financing contingency. BUYER acknowledges that once BUYER waives this financing contingency, BUYER's deposit monies are no**
76 **longer refundable under this Paragraph 4.** C. **SELLER FINANCING.** The "Addendum to Sales Contract Seller Financing" is attached
77 hereto and made a part hereof.

78 5. **CDD/MSTU SPECIAL TAX DISTRICTS:** The Property is is not located within a Community Development District ("CDD") or
79 Municipal Service or Benefit Taxing Unit ("MSTU"). BUYER will assume at closing any outstanding capital assessment balance. **If the**
80 **Property is located within a CDD or MSTU, and if there is any outstanding capital balance, BUYER should not execute this Contract**
81 **until BUYER has received and signed the "Addendum to Sales Contract CDD/MSTU Assessments Disclosure" or similar written**
82 **disclosure from SELLER setting forth the approximate outstanding capital assessment balance, which BUYER will assume at**
83 **closing.**

84 6. **CONDOMINIUM/HOMEOWNER ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS:**
85 SELLER shall pay the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special
86 assessments (other than CDD/MSTU assessments which are addressed in Paragraph 5), which, on or before the Effective Date, are a lien or a
87 special assessment that is certain as to (a) the identity of the lienor or assessor, and (b) the property subject to the lien or special assessment,
88 and (c) the amount of the lien or special assessment. If, as of the Effective Date, there are any pending liens or special assessments (liens or
89 special assessments other than those described above) which are not SELLER's obligation as set forth above and which were not disclosed in
90 writing to BUYER by SELLER prior to or concurrent with the execution of this Contract, and which exceed 1% of the purchase price, BUYER

91 may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1%
92 of the purchase price, and SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid.

93 **7. EXISTING LEASES WITH POST-CLOSING OCCUPANCY:** If this box is checked, the Property is subject to one or more leases
94 and/or rental agreements (collectively "Leases") in effect as of the Effective Date with occupancy occurring after the closing. SELLER shall
95 deliver complete information regarding the terms of said Leases and copies of all written Leases (collectively the Lease Information") to
96 BUYER not later than 5 days after the Effective Date. BUYER shall have 5 days after receipt of the Lease Information to review the same, and
97 may terminate this Contract not later than 5 days after receipt of the Lease Information, if in BUYER's sole discretion, the Lease Information is
98 unacceptable. If SELLER fails to timely deliver the Lease Information, BUYER may terminate this Contract not later than 10 days after the
99 Effective Date.

100 **8. AS IS; DUE DILIGENCE PERIOD; INSPECTIONS:** BUYER shall have _____ days [15 days if left blank] after the Effective Date (the "Due
101 Diligence Period") to have the Property and Personal Property evaluated at BUYER's expense and may, but is not required to, utilize the services
102 of any professional or licensed inspector(s) to conduct inspection(s). If BUYER determines, in BUYER's sole discretion, that the Property or
103 Personal Property is not acceptable to BUYER for any reason, BUYER may terminate the Contract prior to expiration of the Due Diligence Period.
104 If BUYER does not elect to terminate the Contract, SELLER shall have no obligation to make any repairs or replacements to the Property or
105 Personal Property, except as stated in Standard D.2.a. BUYER's right to terminate hereunder has been bargained for between the parties, and
106 each party acknowledges full and adequate consideration has been received for this provision. The Property, appurtenances, and Personal
107 Property being sold to BUYER will be conveyed to BUYER in their "AS IS" condition as of the Effective Date. BUYER's failure to terminate the
108 Contract in the manner provided herein shall constitute a waiver of the right to terminate under the provisions of this paragraph. All inspections
109 shall be non-invasive and shall not entail any perforation or removal of structural material unless approved in advance by SELLER. Upon
110 reasonable notice, SELLER shall provide access and utilities service to the Property to facilitate the inspections. BUYER shall repair any and all
111 damage to the Property and Personal Property resulting from or caused by the inspections and shall otherwise return the Property and Personal
112 Property to its condition prior to the inspections. BUYER will indemnify and hold SELLER harmless from and against all losses, damages, costs,
113 claims and expenses of any nature, including attorney fees (collectively "Losses"), and from and against any liability to any person arising from, out
114 of or in connection with the inspections, except as to Losses resulting from negligence or intentional acts or omissions of SELLER.

REAL ESTATE TRANSACTION STANDARDS

115 **STANDARD A—TITLE; TITLING INSTRUCTIONS; ASSIGNMENT; TAX DEFERRED EXCHANGE.**

116 **1. MARKETABLE TITLE:** Title to the Property shall be good and marketable according to the Uniform Title Standards promulgated by the
117 Florida Bar, and have legal access, subject only to the following exceptions: (a) ad valorem and non-ad valorem real property taxes for the
118 year of closing and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental authority; (c) outstanding
119 oil, gas and mineral interests of record, if any; and (d) restrictions, reservations and easements common to the subdivision, provided that none
120 of the foregoing shall prevent use of the Property for residential purposes.
121

122 **2. TITLING INSTRUCTIONS FROM BUYER; ASSIGNMENT:** Not later than 15 days prior to the Closing Date, BUYER shall deliver to
123 SELLER the name(s), address, manner in which title will be taken, and a copy of any assignment executed by BUYER. No assignment shall
124 release BUYER from the obligations of this Contract unless SELLER consents in writing to such release.

125 **3. TAX DEFERRED EXCHANGE:** If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section 1031, the
126 other party shall cooperate in accomplishing the exchange, and consents to the assignment of this Contract to a qualified exchange
127 intermediary for that purpose, provided there is no additional cost or delay in closing and the exchanger is not released from liability under this
128 Contract.

129 **STANDARD B—TITLE EVIDENCE; EXAMINATION; DEFECTS; LEGAL ACCESS; CLEARANCE.** Not later than 10 days after the Effective
130 Date, SELLER shall furnish to BUYER a complete copy of SELLER's owner's title insurance policy. If the Property is located in Collier County
131 and SELLER fails to furnish a copy of the policy within the above time period, SELLER shall give BUYER a \$150.00 credit at closing in lieu
132 thereof. BUYER shall have 30 days after the Effective Date ("Examination Period") for examination of title and determination of legal access.
133 BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient for residential
134 use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the
135 title defect(s) or lack of legal access, and furnish copies of the title evidence and instruments evidencing such title defect(s) or lack of legal
136 access. If the title defect(s) render(s) title unmarketable, or if SELLER cannot deliver possession, or if there is no legal access, SELLER shall
137 have 30 days after receipt of said notice and copies from BUYER (the "Clearance Period") to clear or remove such title defect(s), deliver
138 possession, and/or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s), deliver possession,
139 and/or provide legal access within the Clearance Period, including the bringing of necessary suits. If the Closing Date is prior to the expiration
140 of the Clearance Period, then the Closing Date shall be extended until the earlier of (i) 5 days after SELLER corrects the title defect(s), delivers
141 possession, and/or provides legal access or (ii) 5 days after the expiration of the Clearance Period. SELLER shall not be liable to BUYER for
142 damages if SELLER cannot render title marketable, deliver possession and/or provide legal access. If SELLER does not clear or remove the
143 title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect either to accept such title,
144 possession, and/or access as SELLER can provide or to terminate this Contract by giving SELLER notification of such election not later than

145 one business day after expiration of the Clearance Period. If BUYER makes no such election, BUYER shall be deemed to have accepted such
146 title, possession and access as SELLER can provide and close within the later of (i) 5 days after expiration of the Clearance Period or (ii) the
147 Closing Date. A monetary lien upon the Property shall not constitute a title defect if said lien can be paid and satisfied from SELLER's
148 proceeds at closing.

149 **STANDARD C—SURVEY; COASTAL CONSTRUCTION CONTROL LINE.**

150 1. **SURVEY AND SURVEY OBJECTIONS:** Unless the Property is a condominium or cooperative unit, SELLER shall furnish to BUYER, not
151 later than 10 days after the Effective Date, a complete copy of any survey of the Property in SELLER's possession and which has been
152 certified to SELLER (together with flood elevation certificate, if applicable). If to SELLER's knowledge there are no improvements or
153 encroachments currently located upon the Property other than as shown on the SELLER's survey, SELLER shall execute an affidavit of "no
154 change" affirming same to BUYER. BUYER may, at BUYER's expense, have the Property surveyed not later than 10 days prior to the Closing
155 Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (a) an encroachment onto the Property; (b)
156 that an improvement located on the Property projects onto lands of others; (c) an improvement on the Property violates a zoning, building or
157 other governmental use restriction; (d) an improvement on the Property violates any recorded covenant or restriction, or any covenant of this
158 Contract; or (e) lack of legal access (collectively "Survey Objections"), BUYER may, within the Survey Period, notify SELLER of the Survey
159 Objections and shall furnish a copy of the survey. The Survey Objections shall be treated as a title defect(s). If BUYER fails to obtain a survey
160 within the Survey Period, BUYER waives any right to object to any matters which might have been shown on a survey. If BUYER fails to make
161 any Survey Objections within the Survey Period, BUYER waives any Survey Objections.

162 2. **COASTAL CONSTRUCTION CONTROL LINE:** (a) If any portion of the Property lies seaward of the Coastal Construction Control Line,
163 Florida law requires the following disclosure: The property being purchased may be subject to coastal erosion and to federal, state or local
164 regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures,
165 beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental
166 Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. (b) If any
167 portion of the Property lies seaward of the Coastal Construction Control Line, BUYER waives the right to receive a survey or affidavit from
168 SELLER delineating said line upon the Property.

169 **STANDARD D—DISCLOSURES; INSPECTIONS AND REMEDIES; ELECTION AND RESPONSE; WALK-THROUGH INSPECTION; RISK
170 OF LOSS.**

171 1. **DISCLOSURES:**

172 a. **GENERAL:** SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are readily
173 observable by BUYER, or which have been disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or counter-
174 offer, as applicable).

175 b. **WETLANDS; SUITABILITY:** Except as disclosed to BUYER in the manner set forth in Standard D.1.a., SELLER does not know of
176 any portion of the Property that has been determined to be wetlands, or of any other condition or circumstance adversely affecting the Property
177 which might impair its suitability for residential use or construction.

178 c. **RADON GAS:** Florida law required disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in a
179 building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
180 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your
181 county health department.

182 d. **ENERGY EFFICIENCY:** BUYER acknowledges receipt of the Department of Community Affairs brochure on the Florida Building
183 Energy Efficiency Rating System.

184 e. **LEAD BASED PAINT/PAINT HAZARDS:** If construction of the residence on the Property was commenced prior to 1978, SELLER is
185 required to complete, and SELLER and BUYER are required to sign and attach to this Contract, the Addendum entitled "Lead-Based Paint
186 and/or Lead-Based Paint Hazards: Disclosure of Information and Acknowledgement."

187 f. **MOLD:** In Florida, mold is commonly found both indoors and outdoors. Interior infestation by certain mold may cause property
188 damage and health problems for some persons.

189 g. **INSURANCE:** Prior to signing this Contract, BUYER is advised to consult with insurance professionals to ascertain the availability
190 and cost of casualty, wind, and/or flood insurance, and further that insurance may be required if BUYER is financing the purchase. Except as
191 previously disclosed to BUYER, SELLER represents that SELLER is unaware of any past insurance claims on the Property which would
192 increase the cost or restrict the availability of insurance coverage for the Property.

193 h. **FIRE SPRINKLER/SAFETY SYSTEM RETROFIT:** If the Property is located in a condominium or cooperative building greater than
194 75 feet in height requiring retrofit for fire sprinklers or other life safety systems as shown on the list created by the local district fire marshal,
195 BUYER may terminate this Contract within the statutory rescission period set forth in Standard I.

196 i. **PERMITS AND VIOLATIONS:** SELLER does not know of any improvements to the Property which were made without proper
197 permit(s) or certificate(s) of occupancy/substantial completion (where required), of any existing violations of local ordinances or codes, or of

198 any pending code enforcement violations or proceedings affecting the Property. If the Property is located in unincorporated Collier County,
199 SELLER and BUYER acknowledge receipt of the Collier County Code Compliance Residential Program brochure.

200 j. **PROPERTY TAXES:** Florida law required disclosure: BUYER should not rely on the SELLER's current property taxes as the amount
201 of property taxes that BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements
202 triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the
203 county property appraiser's office for information.

204 k. **ZONING:** SELLER has not commenced any proceedings to change the current zoning classification of the Property, nor will SELLER
205 initiate any such proceedings. SELLER has not received notice from any third party(ies) of any proceedings which would affect the current
206 zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly notify BUYER of same, and if the
207 proposed zoning would prevent the current use of the Property, BUYER may terminate this Contract not later than 5 days after receipt of said
208 notice.

209 l. **MANDATORY/BUNDLED CLUB MEMBERSHIP:** The Property is or may be located in a community with a mandatory or bundled
210 club membership, and BUYER may be required to pay certain initiation and other fees, dues and/or use charges imposed by the club. If
211 BUYER has questions or requires additional information pertaining to applicable club requirements and/or fees, dues and charges, BUYER
212 should contact said club.

213 m. **COMMUNITY INVESTIGATION.** BUYER is advised that any condominium, cooperative and/or homeowners' documents received by
214 BUYER may not include important information about the community(ies) where the Property is located, including without limitation pending
215 foreclosures, types and amounts of insurance coverage, current budget and reserve amounts, and status of delinquent assessments;
216 ownership, financial and membership status of private clubs, golf course(s), marina(s), and other amenities; the status of the developer(s) if the
217 community or any portion thereof is developer-controlled; and facts about the surrounding community(ies), school districts and public and
218 government infrastructure plans. SELLER by signing this Contract designates BUYER as SELLER's representative for purposes of obtaining
219 said information.

220 n. **SQUARE FOOTAGE.** BUYER is aware that any reference to the square footage and size of the Property and improvements thereon is
221 approximate and is not warranted, and should be independently verified by BUYER prior to execution of this Contract.

222 2. **INSPECTION AND MAINTENANCE:**

223 a. **MAINTENANCE OF PROPERTY; RISK OF LOSS:** SELLER shall maintain the Property, including without limitation the lawn,
224 shrubbery, and landscaping and the Personal Property in the condition existing on the Effective Date until the Closing Date or date of
225 possession, whichever is earlier, except for ordinary wear and tear. Any future loss and/or damage to the Property or the Personal Property
226 between the Effective Date of this Contract and the Closing Date or date of possession, whichever is earlier, shall be at SELLER's sole risk
227 and expense. SELLER shall maintain all existing casualty insurance until disbursement.

228 b. **WALK-THROUGH INSPECTION:** BUYER (or a designated representative) may conduct a walk-through inspection of the Property
229 prior to closing or possession, whichever is earlier, to confirm: (1) that the items being conveyed as part of this Contract remain on the
230 Property, (2) that the items which are not being conveyed as part of this Contract have been removed from the Property, and (3) that SELLER
231 has maintained the Property and the Personal Property as required in Standard D.2.a.above. Upon reasonable notice, SELLER shall provide
232 access and utilities service to the Property to facilitate the walk-through inspection.

233 If SELLER fails to maintain the Property or the Personal Property as required in this Standard, or if the Property or Personal Property
234 suffers any loss or damage prior to the Closing Date, SELLER shall, at BUYER's request, either restore the Property and/or Personal Property
235 to the condition required by this Standard prior to the Closing Date, or provide a credit acceptable to BUYER at closing equivalent to the
236 estimated cost of the repairs and/or replacements required to restore the Property and/or Personal Property to the condition required by this
237 Standard, failing which, SELLER shall escrow at closing a sum equivalent to 200% of the estimated costs for payment to appropriately licensed
238 contractor(s) performing the repairs and/or replacements.

239 Notwithstanding the foregoing, if any casualty loss or damage occurring after the Effective Date of this Contract renders the Property at
240 closing either: (a) uninsurable under the residential underwriting standards of the Citizens Property Insurance Corporation, or (b) unfit for
241 habitation under state or local building codes, either BUYER or SELLER may terminate this Contract.

242 **STANDARD E—SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable: (1) the title evidence or
243 credit specified in Standard B; (2) if the Property is located in Lee or Charlotte County, the premium for the owner's title insurance policy issued
244 by the closing agent selected by BUYER, and the charges for title search and title continuation through the date of deed recording; (3)
245 preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with warranties of ownership and
246 freedom from encumbrances, condominium/homeowner association estoppel letter(s), broker compensation verifications; tenant estoppel
247 letter(s), copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form

248 sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter from existing creditor/lender(s); (5) documentary stamp tax on
249 deed; (6) real estate brokerage compensation contractually agreed to by SELLER (to be disbursed by closing agent at closing); (7) utility
250 services to the Closing Date; (8) any condominium/homeowner association special assessments and governmentally imposed liens or special
251 assessments which are SELLER's obligation under Paragraph 6; (9) SELLER's attorney fees, (10) if SELLER is subject to withholding under
252 FIRPTA, charges associated with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or
253 tax return related thereto; (11) reimbursement of prepaid estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees
254 associated with transfer(s) of SELLER proceeds and payoffs.

255 **STANDARD F—BUYER'S INSTRUMENTS AND EXPENSES.** BUYER shall pay for and provide, when applicable, including any sales tax due
256 thereon: (1) recording fee for deed; (2) all costs of any institutional loan secured by BUYER; (3) the premium for creditor/lender title insurance
257 policy, and if the Property is located in Collier County, the premium for the owner's title insurance policy issued by the closing agent selected
258 by BUYER and the charges for title search, and title continuation through the date of deed recording; (4) recording membership approval;
259 (5) survey charges; (6) condominium/homeowner association membership transfer fee; (7) condominium/homeowner association resale
260 transfer fee/capital contribution; (8) any pending homeowner/condominium association special assessments and governmentally imposed liens
261 or special assessments which are not SELLER's obligation under Paragraph 6; (9) real estate brokerage compensation contractually agreed to
262 by BUYER (to be disbursed by closing agent at closing); (10) BUYER's attorney fees; (11) BUYER shall promptly pay and indemnify and hold
263 SELLER harmless against any claims or liens upon the Property for surveyor or other services furnished to the Property at the request of
264 BUYER; (12) code enforcement/municipal lien search fees, (13) reimbursement of prepaid application fees and other costs advanced on behalf
265 of BUYER; and (14) reimbursement to the closing agent of any deposit and closing funds shortages due to deduction of wire fees.

266 **STANDARD G—PRORATIONS; CREDITS.** These items will be prorated as of the Closing Date, with BUYER charged with and entitled to the
267 Closing Date, or the possession date, whichever is earlier: (1) real and personal property taxes based on the current year, if available. If not
268 available, the taxes shall be based on the TRIM "Your Taxes This Year if PROPOSED Budget is Adopted" amount and current year non-ad
269 valorem amount(s), if available; otherwise the prior year non-ad valorem amounts. If neither the current year tax nor TRIM amounts are
270 available, the taxes shall be based on the prior year's bill (without discount or exemptions no longer available in the year of closing). If
271 completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which
272 did not exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year
273 taxable value of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable
274 value is not fixed, the taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the
275 purchase price. A tax proration based upon any estimated tax shall, at the request of either party, be re-prorated based on the actual tax bill
276 amount with maximum discount; (2) interest on any assumed indebtedness; (3) rents; (4) condominium/homeowner association assessments
277 and CDD/MSTU operating and maintenance assessments; (5) county waste assessments; (6) appliance service contracts assumed by
278 BUYER; and (7) propane gas. BUYER shall receive from SELLER at closing a credit equivalent to the amount of any security deposit and
279 prepaid rents held by SELLER, and any accrued interest thereon, or alternatively, ownership or an assignment of the account in which the
280 deposits and prepaid rents, and any accrued interest thereon, are held.

281 **STANDARD H—HOMEOWNERS' ASSOCIATION DISCLOSURE.** If the Property is located within and governed by any mandatory
282 homeowners' association, the following provisions are incorporated into this Contract:

283 **IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE**
284 **PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY**
285 **DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL**
286 **WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY**
287 **PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL**
288 **TERMINATE AT CLOSING.**

289 **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE "HOMEOWNERS' ASSOCIATION**
290 **DISCLOSURE SUMMARY," WHICH IS ATTACHED TO AND MADE A PART OF THIS CONTRACT.**

291 **STANDARD I—CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the following
292 provisions are incorporated into this Contract: **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE**
293 **BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE**
294 **OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF**
295 **CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST**
296 **RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO**
297 **REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY**

298 EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL
299 HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE
300 ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS
301 AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT
302 CLOSING. BUYER shall also be entitled to receive a copy of the Condominium Governance Form required by Florida Statutes, and the above
303 stated right of BUYER to cancel this Contract shall apply to BUYER's receipt of said governance form in the same manner as applies to the
304 other above-referenced condominium documents. BUYER, by its execution of this Contract, hereby requests a current copy of the above
305 referenced condominium documents and Condominium Governance Form.

306 **STANDARD J—CONDOMINIUM/HOMEOWNER ASSOCIATION PROVISIONS; MEMBERSHIP APPROVAL.** Any condominium/homeowner
307 association reserve account(s) is included in the purchase price. If association membership approval is required, BUYER shall, not later than
308 10 days after the Effective Date, make application for same in the name(s) in which title will be taken, and shall comply with all governing
309 requirements of the association and be responsible for securing membership approval. If no approval has been obtained prior to closing, either
310 BUYER or SELLER may terminate this Contract. SELLER shall obtain a letter(s) from the association(s) which sets forth the amounts, periods
311 and payment status of assessments and transfer fees and resale capital assessments, and deliver same to the BUYER not later than 15 days
312 prior to the Closing Date. Some condominiums exist upon a leasehold estate or have associated recreational leases which may require the
313 payment of rents, taxes, maintenance, replacement and repair. BUYER takes title subject to any such lease. If the condominium exists solely
314 upon a leasehold estate, SELLER will assign its sublease to BUYER at closing.

315 **STANDARD K—CREDITOR/MORTGAGE LENDER POLICIES.** If BUYER elected to obtain mortgage financing under Paragraph 4.B., the
316 policies of the creditor/lender shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

317 **STANDARD L—ESCROW; ESCROW AGENT(S).** The escrow agent who accepts in escrow the deposit(s) paid under this Contract (the
318 "Escrow Agent") shall hold the deposit(s) within the State of Florida in escrow until the earlier of: (1) delivery to another Escrow Agent for
319 closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is authorized to
320 so transfer the funds and is relieved of all liability for the funds delivered); (2) delivery of the deed, with payment of the deposit(s) as part of the
321 purchase price of the Property; (3) such time as BUYER may be entitled to return of the deposit(s); or (4) delivery pursuant to written direction
322 of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party(ies) entitled thereto. The Escrow Agent shall not be
323 liable for the payment of any interest, damages, attorney fees or court costs in any action brought to recover the deposit(s) held in escrow, or
324 any part thereof, unless the Escrow Agent shall fail or refuse to pay over any such deposit(s) pursuant to a judgment, order or decree that shall
325 be final beyond possibility of appeal. In any proceeding which litigates the disposition of the deposit(s), the Escrow Agent shall be entitled to be
326 paid reasonable attorney fees and court costs, which shall be paid by the non-prevailing party. The Escrow Agent has no duty to collect or
327 attempt to collect any deposit or check given as a deposit, but shall give the parties written notice of: (a) any deposit that is not received not
328 later than 5 days after its due date, and (b) any deposit check that is not paid on presentation, not later than 5 days of learning of its dishonor.
329 If the Escrow Agent is a licensed real estate broker, the Escrow Agent shall comply with the requirements of Chapter 475, Florida Statutes.

330 **STANDARD M—FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) WITHHOLDING.** A SELLER who is a U.S. citizen or
331 resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a foreign person
332 or entity, BUYER shall deduct and withhold from the purchase price, or collect from SELLER if the net proceeds are insufficient, 15% of the
333 purchase price, (the "Withholding Amount"), and remit same to the Internal Revenue Service (the "IRS") within 10 days after the Closing Date,
334 unless: (1) the purchase price is not more than \$300,000.00 and BUYER executes a sworn certification at closing attesting that BUYER is
335 acquiring the Property for use as a residence; i.e. that BUYER or a member of BUYER's family has definite plans to reside at the Property at
336 least 50% of the number of days the Property is used by any person in each of the first two 12-month periods immediately following the
337 closing, in accordance with the Internal Revenue Code and all applicable regulations (the "BUYER's Residential Use Certification"), in which
338 event the Withholding Amount is \$0; or (2) the purchase price is greater than \$300,000.00 but not more than \$1,000,000.00 and BUYER
339 executes a BUYER's Residential Use Certification, in which event the Withholding Amount is reduced to 10% of the purchase price. If SELLER
340 furnishes to BUYER, not later than the Closing Date, proof of submittal to the IRS of an application for withholding certificate, the closing agent
341 (or other third party mutually designated by SELLER and BUYER) shall hold the applicable Withholding Amount in escrow pending receipt of
342 the withholding certificate, shall remit the sum reflected in the withholding certificate to the IRS within 10 days of receipt of the withholding
343 certificate, and shall promptly refund any remaining balance to SELLER. SELLER shall hold BUYER harmless and indemnify BUYER for not
344 withholding or collecting the applicable Withholding Amount or for withholding and remitting only the reduced amount reflected in the
345 withholding certificate. BUYER shall provide to SELLER evidence of remittance of all or any portion of the applicable Withholding Amount. The

346 failure of either party to comply or to allow compliance with the requirements of FIRPTA and related regulations shall constitute a breach of this
347 Contract.

348 **STANDARD N—QUICK CLOSING; INSURABILITY; CLOSING DATE EXTENSION.** Except with respect to the Clearance Period in Standard
349 B, if the Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by the deadlines set
350 forth in this Contract, the parties agree to undertake and complete all performances, inspections, surveys, examinations, delivery of
351 documents, notices, satisfaction of contingencies and all other actions required of or allowed to either party prior to the Closing Date, except
352 that the statutory time period set forth in Standards H and I shall not be affected by this provision. If BUYER is unable to obtain hazard, flood,
353 wind or homeowners insurance at a reasonable rate due to extreme weather conditions, BUYER may delay the Closing Date up to 5 days after
354 such coverage becomes available. If such coverage does not become available for a period of 30 continuous days, either SELLER or BUYER
355 may terminate this Contract.

356 **STANDARD O—DEFAULT AND REMEDIES.** If BUYER does not perform BUYER's obligations hereunder (except as excused by SELLER's
357 default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If SELLER does not
358 perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this Contract by a suit for specific
359 performance, damages, or may terminate this Contract.

360 **STANDARD P—LITIGATION; ATTORNEY FEES AND COSTS.** In connection with any litigation concerning this Contract, venue shall be in
361 the county where the Property is located, and the prevailing party shall be entitled to recover reasonable attorney fees and court costs,
362 including on any appeals, from the non-prevailing party. The term "prevailing party" shall include SELLER, BUYER, and any broker acting in an
363 agency or non-agency relationship recognized under Chapter 475, Florida Statutes. For purposes of this Standard, any such broker shall be an
364 intended third party beneficiary.

365 **STANDARD Q—NOTICES, DISCLOSURES, AND DOCUMENTS.** All notices and disclosures must be in writing. Unless a party is
366 required by law to deliver notices, disclosures, or documents directly to the other party, all notices and disclosures required or permitted under
367 this Contract shall be effective when given by a party or that party's broker or attorney to the other party or said other party's broker or attorney.
368 Delivery of homeowners' or condominium documents required under Standards H and I respectively to BUYER's broker or attorney shall not
369 constitute delivery to the BUYER.

370 **STANDARD R—MISCELLANEOUS.** (1) The parties have agreed to deal in good faith with respect to all provisions of this Contract. (2) The
371 singular case or tense shall include the plural case or tense. (3) This Contract may only be modified in writing signed by the parties. (4) Except
372 as otherwise specifically provided, all references to days shall mean calendar days. (5) Except as otherwise specifically provided, all deadlines
373 shall expire at 11:59 PM Eastern Time. Except as otherwise expressly provided by law, if the Closing Date, any deadline or the last day of any
374 time period falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following business day. (6) As used
375 herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations or business entities, and their
376 respective licensees involved in this transaction. (7) All title evidence, condominium documents and other documents provided to BUYER by or
377 on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is terminated. (8) If
378 either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to the other party,
379 whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and effect, and the
380 parties shall have no further liability to one another hereunder except as set forth herein. (9) The headings used in this Contract are for
381 convenience of reference only and shall not be used for interpreting the meaning of any provisions of this Contract. (10) All provisions of this
382 Contract which by their nature or context require performance or provide rights after the Closing Date, including without limitation the
383 provisions of Standard P, shall survive closing. (11) Signatures and initials communicated by electronic or facsimile transmission shall be
384 binding. (12) A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as
385 an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other
386 applicable laws. (13) This Contract and any addenda and amendments hereto may be signed in counterparts, and said counterparts shall
387 collectively constitute the entire agreement of the parties. (14) Upon reasonable notice, SELLER shall provide access to the Property to
388 appraiser(s) and surveyor(s) retained by BUYER. (15) SELLER and BUYER authorize the closing agent to provide copies of the American
389 Land Title Association (ALTA) and other settlement statements to all brokers and attorneys associated with this transaction.

390 **STANDARD S—NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into this
391 Contract. BUYER's decision to buy was based upon BUYER's own investigations of the Property. BUYER holds the broker(s) harmless from
392 all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, or SELLER's representations

393 regarding the Property's condition, or from broker's referral, recommendation, or retention of any vendor. The parties agree that assistance to a
394 party by a broker does not, and will not, make the broker responsible for performance.

395 **STANDARD T—BINDING CONTRACT; LEGAL COUNSEL.** THE PARTIES ARE NOT REQUIRED TO USE ANY PARTICULAR FORM OF
396 CONTRACT. TERMS AND CONDITIONS SHOULD BE NEGOTIATED BASED UPON THE RESPECTIVE INTERESTS, OBJECTIVES AND
397 BARGAINING POSITIONS OF THE PARTIES. APPROVAL OF THIS FORM BY THE COLLIER COUNTY BAR ASSOCIATION AND
398 ASSOCIATIONS OF REALTORS DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND CONDITIONS IN THIS
399 CONTRACT SHOULD BE ACCEPTED BY A PARTY IN A PARTICULAR TRANSACTION. THIS IS A LEGALLY BINDING CONTRACT
400 FORM. EACH PARTY ACKNOWLEDGES THAT PRIOR TO SIGNING THE CONTRACT, THE CLOSING EXPENSES HAVE BEEN
401 EXPLAINED, REAL ESTATE TRANSACTION STANDARDS A THROUGH T HAVE BEEN RECEIVED AND REVIEWED, AND THAT PARTY
402 HAS BEEN ADVISED BY THE REAL ESTATE BROKER TO SEEK LEGAL COUNSEL AND TITLE INSURANCE TO PROTECT THAT
403 PARTY'S INTEREST IN CONNECTION WITH THE TITLE STATUS AND CLOSING OF THIS TRANSACTION. BUYER AND SELLER ARE
404 ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, PROPERTY CONDITION, ENVIRONMENTAL, AND
405 OTHER SPECIALIZED ADVICE. THIS CONTRACT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO,
406 THEIR HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND SUCCESSORS IN INTEREST.

407 **OTHER TERMS AND CONDITIONS:**

408 _____
409 _____
410 _____
411 _____
412 _____
413 _____
414 _____

415 **ADDENDUM:** The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

416 _____
417 _____
418 _____
419 _____

420 To the extent such Addendum/Addenda terms conflict with the terms of this Contract, the Addendum/Addenda terms shall control.

421 **THE REAL ESTATE TRANSACTION STANDARDS SHALL NOT BE REVISED OR MODIFIED EXCEPT IN THE OTHER TERMS AND**
422 **CONDITIONS AND/OR ADDENDUM/ADDENDA.**

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Printed Name) (Buyer's Printed Name)

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Printed Name) (Buyer's Printed Name)

423 **REJECTION OF OFFER**

424 SELLER rejects BUYER'S offer on _____ (Insert Date).

(Seller's Signature)

(Seller's Signature)

425 **IDENTIFICATION OF BROKERS AND LICENSEES**

426 Listing Brokerage: _____ Selling Brokerage: _____

427 Listing Licensee: _____ Selling Licensee: _____

428 IDENTIFICATION OF ESCROW AGENT Escrow Agent's Name: _____

429 Escrow Agent Address: _____

430 Escrow Agent Telephone: _____ Fax: _____ Email: _____

431
432 THIS CONTRACT SHALL NOT MODIFY THE LISTING CONTRACT OR ANY MLS OR OTHER OFFER OF COMPENSATION
433 MADE BY SELLER OR LISTING BROKER TO COOPERATING BROKERS.

**SALES
CONTRACTS
(VACANT LAND)**



SALES CONTRACT (RESIDENTIAL VACANT LAND)



SELLER: _____

BUYER: _____

SELLER: _____

BUYER: _____

ADDRESS: _____

ADDRESS: _____

1 UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE

2 FOLLOWING TERMS AND CONDITIONS, the real property legally described as ("Property"): _____

3 _____ County, Florida.

4 If applicable, SELLER shall convey SELLER's exclusive right to use any common elements and common areas to which SELLER has an

5 exclusive right of use and the right to convey.

6 The address of the Property is: _____

7 1. **PURCHASE PRICE:** The purchase price (U.S. currency) shall be payable as follows:-----\$ _____

8 A. Initial Deposit to be held in escrow-----\$ _____

9 [SELECT ONE. IF NO SELECTION IS MADE, ACCOMPANIES OFFER SHALL APPLY.]

10 accompanies offer is due on the Effective Date is due not later than _____ days after Effective Date.

11 B. Additional Deposit to be received in escrow not later than _____ days after the

12 Effective Date, in the amount of -----\$ _____

13 C. Proceeds of mortgage, if any [See Paragraph 4.B.]-----\$ _____

14 D. Proceeds of SELLER mortgage, if any [see Paragraph 4.C.]-----\$ _____

15 E. Other: _____ \$ _____

16 F. Balance of the purchase price, payable from BUYER to closing agent at closing,

17 subject to adjustments and prorations, of approximately -----\$ _____

18 Closing funds and all deposit funds tendered to the closing agent within 15 days prior to closing shall be paid by wire transfer. All

19 international funds shall be paid by wire transfer. All deposits are subject to collection.

20 2. **PERIOD OF OFFER AND COUNTER-OFFER; EFFECTIVE DATE:** This offer is revoked if not accepted, and the signed offer delivered to

21 offeror, by _____ AM PM on _____ {Insert Date}. Any counter-offer is revoked if not accepted

22 and the signed counter-offer delivered to counter-offeror not later than _____ days [2 days if left blank] after delivery of the counter-offer. The

23 Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. ALL CHANGES TO THE OFFER

24 OR COUNTER-OFFER MUST BE INITIALED AND DATED. THE LATEST DATE SET FORTH ON THIS CONTRACT BY EITHER PARTY'S

25 SIGNATURE OR INITIALS SHALL BE THE EFFECTIVE DATE.

26 3. **CLOSING DATE; TIME OF THE ESSENCE; CLOSING LOCATION; CLOSING AGENT; POSSESSION:** Closing shall occur on

27 _____ {Insert Date}, (the "Closing Date"). . **Time is of the essence as to the Closing Date.** Closing shall

28 occur in the county where the Property is located, at an office designated by the closing agent, who shall be selected by BUYER. BUYER shall

29 be the legal owner of the Property as of the closing, and SELLER shall vacate and give possession of the Property at the closing. SELLER shall

30 leave the entire Property free of debris.

31 4. METHOD OF PAYMENT [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]: A. CASH/FINANCING WITHOUT
32 CONTINGENCY: BUYER will pay cash, but may obtain a loan for the purchase of the Property; however, there is no financing contingency. If
33 BUYER elects to finance BUYER's purchase of the Property through a creditor/lender, BUYER shall be required to timely perform all
34 BUYER's obligations under the Contract and to close on the Closing Date, notwithstanding any terms and conditions imposed by
35 BUYER's creditor/lender and/or any applicable disclosure, delivery and compliance requirements of the Consumer Financial Protection
36 Bureau Integrated Mortgage Disclosure Rule ("CFPB Rule"); B. FINANCING CONTINGENCY: Subject to the provisions of this paragraph,
37 BUYER's obligation to purchase the Property is contingent upon BUYER obtaining a loan, unless waived by BUYER as set forth below, in at least
38 the amount shown in 1.C. above, to be secured by a mortgage on the Property at [SELECT ONE. IF NO SELECTION IS MADE,
39 (1) SHALL APPLY]: (1) an initial or (2) fixed rate of interest not exceeding _____ % per year, for an amortized term of _____ years
40 [30 years if left blank]. BUYER shall make loan application as defined in the CFPB Rule ("Loan Application") not later than _____ days after
41 the Effective Date [5 days if left blank], and shall make a continuing good faith and diligent effort to obtain said loan and comply with all
42 applicable requirements of the creditor/lender and CFPB Rule relating to the loan process. If BUYER fails to waive this financing contingency
43 on or before _____ {Insert Date} [45 days after the Effective Date if left blank], either SELLER or BUYER
44 may terminate this Contract at any time. BUYER's termination under this contingency must be accompanied by either (i) an Equal Credit
45 Opportunity Act statement of adverse credit action issued by a creditor/lender confirming that mortgage financing on the terms set forth in this
46 Contract was denied on grounds that either the Property was unacceptable to the creditor/lender or the BUYER financially failed to qualify for
47 said financing terms, or (ii) other evidence from the creditor/lender that BUYER has made Loan Application and made diligent and good faith
48 efforts to meet all applicable requirements of the creditor/lender and the CFPB Rule, but has received neither loan approval nor loan denial
49 from the creditor/lender. SELLER's right to terminate shall cease to exist if BUYER waives this financing contingency prior to SELLER giving
50 BUYER notice of termination. IF BUYER WAIVES THIS CONTINGENCY AND IS UNABLE TO CLOSE ON THE CLOSING DATE DUE TO A
51 DELAY CAUSED SOLELY BY THE CREDITOR/LENDER AND/OR NECESSITATED BY THE CFPB RULE, BUYER MAY EXTEND THE
52 CLOSING DATE UP TO 10 DAYS FOR CFPB RULE COMPLIANCE AND TO ACCOMMODATE RECEIPT AND EXECUTION OF THE
53 LOAN PACKAGE AND LOAN FUNDING. Delivery of documentation evidencing loan commitment or loan approval shall not constitute
54 a waiver of the financing contingency. BUYER acknowledges that once BUYER waives this financing contingency, BUYER's deposit
55 monies are no longer refundable under this Paragraph 4. C. SELLER FINANCING. The Addendum to Sales Contract Seller Financing
56 is attached hereto and made a part hereof.

57 5. CDD/MSTU SPECIAL TAX DISTRICTS: The Property is is not located within a Community Development District (CDD) or
58 Municipal Service or Benefit Taxing Unit (MSTU). BUYER will at closing assume any outstanding capital assessment balance. If the Property
59 is located within a CDD or MSTU, and if there is any outstanding capital balance, BUYER should not execute this Contract until
60 BUYER has received and signed the "Addendum to Sales Contract CDD/MSTU Assessments Disclosure" or similar written
61 disclosure from SELLER setting forth the approximate outstanding capital assessment balance, which BUYER will assume at
62 closing.

63 6. CONDOMINIUM/HOMEOWNER ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS.
64 SELLER shall pay the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special
65 assessments (other than CDD/MSTU assessments which are addressed in Paragraph 5), which, on or before the Effective Date, are a lien or a
66 special assessment that is certain as to (a) the identity of the lienor or assessor, and (b) the property subject to the lien or special assessment,
67 and (c) the amount of the lien or special assessment. If, as of the Effective Date, there are any pending liens or special assessments (liens or
68 special assessments other than those described above) which are not SELLER's obligation as set forth above and which were not disclosed in
69 writing to BUYER by SELLER prior to or concurrent with the execution of this Contract, and which exceed 1% of the purchase price, BUYER

70 may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1%
71 of the purchase price, and SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid.

72 **7. EXISTING LEASES WITH POST-CLOSING OCCUPANCY.** If this box is checked, the Property is subject to one or more leases
73 and/or rental agreements (collectively "Leases") in effect as of the Effective Date with occupancy occurring after the closing. SELLER shall
74 deliver complete information regarding the terms of said Leases and copies of all written Leases (collectively the Lease Information") to
75 BUYER not later than 5 days after the Effective Date. BUYER shall have 5 days after receipt of the Lease Information to review the same, and
76 may terminate this Contract not later than 5 days after receipt of the Lease Information, if in BUYER's sole discretion the Lease Information is
77 unacceptable. If SELLER fails to timely deliver the Lease Information, BUYER may terminate this Contract not later than 10 days after the
78 Effective Date.

79 **8. DUE DILIGENCE; WAIVER: [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:** **A. DUE DILIGENCE:** BUYER elects
80 to conduct the Inspections provided for in Standard D.1.d. of this Contract, not later than _____ days after the Effective Date [60 days if left
81 blank] (the "Due Diligence Period") to determine whether the Property is suitable, in BUYER's sole discretion, for BUYER's intended use; or
82 **B. WAIVER OF DUE DILIGENCE:** BUYER has visually inspected the Property and determined that same is suitable for BUYER's intended
83 use, in its current "as is" condition as of the Effective Date, including the conditions disclosed in Standard D.1.a. or in Other Terms and
84 Conditions. BUYER's obligation to purchase the Property is not contingent upon any inspections, tests or studies.

85

REAL ESTATE TRANSACTION STANDARDS

86 **STANDARD A—TITLE; TITLING INSTRUCTIONS; ASSIGNMENT; TAX DEFERRED EXCHANGE.**

87 **1. MARKETABLE TITLE:** Title to the Property shall be good and marketable according to the Uniform Title Standards promulgated by the
88 Florida Bar, and have legal access, subject only to the following exceptions: (a) ad valorem and non-ad valorem real property taxes for the
89 year of closing and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental authority; (c) outstanding
90 oil, gas and mineral interests of record, if any; and (d) restrictions, reservations and easements common to the subdivision, provided that none
91 of the foregoing shall prevent use of the Property for residential purposes.

92 **2. TITLING INSTRUCTIONS FROM BUYER; ASSIGNMENT:** Not later than 15 days prior to the Closing Date, BUYER shall deliver to
93 SELLER the name(s), address, manner in which title will be taken, and a copy of any assignment executed by BUYER. No assignment shall
94 release BUYER from the obligations of this Contract unless SELLER consents in writing to such release.

95 **3. TAX DEFERRED EXCHANGE:** If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section 1031, the
96 other party shall cooperate in accomplishing the exchange, and consents to the assignment of this Contract to a qualified exchange
97 intermediary for that purpose, provided there is no additional cost or delay in closing and the exchanger is not released from liability under this
98 Contract.

99 **STANDARD B—TITLE EVIDENCE; EXAMINATION; DEFECTS; LEGAL ACCESS; CLEARANCE.** Not later than 10 days after the Effective
100 Date, SELLER shall furnish to BUYER a complete copy of SELLER's owner's title insurance policy. If the Property is located in Collier County
101 and SELLER fails to furnish a copy of the policy within the above time period, SELLER shall give BUYER a \$150.00 credit at closing in lieu
102 thereof. BUYER shall have 30 days after the Effective Date ("Examination Period") for examination of title and determination of legal access.
103 BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient for residential
104 use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the
105 title defect(s) or lack of legal access, and furnish copies of the title evidence and instruments evidencing such title defect(s) or lack of legal
106 access. If the title defect(s) render(s) title unmarketable, or if SELLER cannot deliver possession, or if there is no legal access, SELLER shall
107 have 30 days after receipt of said notice and copies from BUYER (the "Clearance Period") to clear or remove such title defect(s), deliver
108 possession, and/or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s), deliver possession,
109 and/or provide legal access within the Clearance Period, including the bringing of necessary suits. If the Closing Date is prior to the expiration
110 of the Clearance Period, then the Closing Date shall be extended until the earlier of (i) 5 days after SELLER corrects the title defect(s), delivers
111 possession, and/or provides legal access or (ii) 5 days after the expiration of the Clearance Period. SELLER shall not be liable to BUYER for
112 damages if SELLER cannot render title marketable, deliver possession and/or provide legal access. If SELLER does not clear or remove the
113 title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect either to accept such title,

114 possession, and/or access as SELLER can provide or to terminate this Contract by giving SELLER notification of such election not later than
115 one business day after expiration of the Clearance Period. If BUYER makes no such election, BUYER shall be deemed to have accepted such
116 title, possession and access as SELLER can provide and close within the later of (i) 5 days after expiration of the Clearance Period or (ii) the
117 Closing Date. A monetary lien upon the Property shall not constitute a title defect if said lien can be paid and satisfied from SELLER's
118 proceeds at closing.

119 **STANDARD C—SURVEY; COASTAL CONSTRUCTION CONTROL LINE.**

120 1. **SURVEY AND SURVEY OBJECTIONS:** Unless the Property is a condominium or cooperative unit, SELLER shall furnish to BUYER, not
121 later than 10 days after the Effective Date, a complete copy of any survey of the Property in SELLER's possession and which has been
122 certified to SELLER (together with flood elevation certificate, if applicable). If to SELLER's knowledge there are no improvements or
123 encroachments currently located upon the Property other than as shown on the SELLER's survey, SELLER shall execute an affidavit of "no
124 change" affirming same to BUYER. BUYER may, at BUYER's expense, have the Property surveyed not later than 10 days prior to the Closing
125 Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (a) an encroachment onto the Property; or
126 (b) that an improvement located on the Property projects onto lands of others; or (c) lack of legal access (collectively "Survey Objections"),
127 BUYER may, within the Survey Period, notify SELLER of the Survey Objections and shall furnish a copy of the survey. The Survey Objections
128 shall be treated as a title defect(s). If BUYER fails to obtain a survey within the Survey Period, BUYER waives any right to object to any
129 matters which might have been shown on a survey. If BUYER fails to make any Survey Objections within the Survey Period, BUYER waives
130 any Survey Objections.

131 2. **COASTAL CONSTRUCTION CONTROL LINE:** (a) If any portion of the Property lies seaward of the Coastal Construction Control Line,
132 Florida law requires the following disclosure: The property being purchased may be subject to coastal erosion and to federal, state or local
133 regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures,
134 beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental
135 Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. (b) If any
136 portion of the Property lies seaward of the Coastal Construction Control Line, BUYER waives the right to receive a survey or affidavit from
137 SELLER delineating said line upon the Property.

138 **STANDARD D—DISCLOSURE; DUE DILIGENCE AND INSPECTIONS; ZONING; MAINTENANCE OF PROPERTY.**

139 1. **DISCLOSURES:**

140 a. **GENERAL:** SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are readily
141 observable by BUYER, or which have been disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or counter-
142 offer, as applicable).

143 b. **WETLANDS; SUITABILITY:** Wetlands are commonly found in Florida and may restrict or increase the cost of construction upon the
144 Property. Except as disclosed to BUYER in the manner set forth in Standard D.1.a., SELLER does not know of any portion of the Property that
145 has been determined to be wetlands, or of any other condition or circumstance adversely affecting the Property which might impair its
146 suitability for residential use or construction.

147 c. **PROPERTY TAXES:** Florida law required disclosure: BUYER should not rely on the SELLER's current property taxes as the
148 amount of property taxes that BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership or property
149 improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning
150 valuation, contact the county property appraiser's office for information.

151 d. **DUE DILIGENCE AND INSPECTIONS:** If 6 A. was selected, BUYER may, within the Due Diligence Period, determine whether the
152 Property is suitable, in BUYER's sole discretion, for BUYER's intended use. During the Due Diligence Period, BUYER may evaluate, without
153 limitation, the building and zoning laws and restrictions, wetlands determinations, environmental conditions and restrictions, presence of radon,
154 soil and grade, presence of termites and other wood-destroying organisms, availability of water, sewer and other utilities, consistency with
155 local, state and regional growth management plans, availability of permits, government approvals and licenses applicable to the Property, and
156 to conduct, at BUYER's expense, any and all tests, reports, studies, inspections, analyses, surveys and assessments that BUYER deems
157 necessary and appropriate to determine the suitability of the Property for BUYER's intended use (collectively "the Inspections"). BUYER and
158 BUYER's agents, employees and contractors shall have the right to enter the Property at all reasonable times and at their own risk during the
159 Due Diligence Period for the purpose of conducting the Inspections. BUYER will indemnify and hold SELLER harmless from and against
160 all losses, damages, costs, claims and expenses of any nature, including attorney fees (collectively "Losses"), and from and against any
161 liability to any person arising from, out of or in connection with the Inspections, except as to Losses resulting from negligence or intentional
162 acts or omissions of SELLER. BUYER will not cause any construction lien(s) to be placed against the Property as a result of the Inspections. If
163 BUYER determines for any reason that the Property is not suitable for BUYER's intended use, and notifies SELLER of same prior to expiration

164 of the Due Diligence Period, BUYER may terminate this Contract. In that event, BUYER shall repair any and all damage to the Property
165 resulting from or caused by the Inspections, and shall otherwise return the Property to its condition prior to the Inspections. BUYER's failure to
166 so notify SELLER of BUYER's election to terminate this Contract shall constitute BUYER's acceptance of the Property as suitable for BUYER's
167 intended use, in its "as is" condition. BUYER's right to terminate hereunder has been bargained for between the parties, and each party
168 acknowledges full and adequate consideration has been received for this provision.

169 e. **ZONING:** SELLER has not commenced any proceedings to change the current zoning classification of the Property, nor will SELLER
170 initiate any such proceedings. SELLER has not received notice from any third party(ies) of any proceedings which would affect the current
171 zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly notify BUYER of same, and if the
172 proposed zoning would prevent the current use of the Property, BUYER may terminate this Contract not later than 5 days after receipt of said
173 notice.

174 f. **MAINTENANCE OF PROPERTY:** SELLER shall maintain the Property (including without limitation the lawn, shrubbery, and
175 landscaping) in the condition existing on the Effective Date until the Closing Date or date of possession, whichever is earlier, and shall not
176 cause or permit deterioration of the Property, or otherwise take any action to diminish the value of the Property.

177 g. **MANDATORY/BUNDLED CLUB MEMBERSHIP:** The Property is or may be located in a community with a mandatory or bundled
178 club membership, and BUYER may be required to pay certain initiation and other fees, dues and/or use charges imposed by the club. If
179 BUYER has questions or requires additional information pertaining to applicable club requirements and/or fees, dues and charges, BUYER
180 should contact said club.

181 h. **COMMUNITY INVESTIGATION:** BUYER is advised that any condominium and/or homeowners' documents received by BUYER may
182 not include important information about the community(ies) where the Property is located, including without limitation pending foreclosures,
183 types and amounts of insurance coverage, current budget and reserve amounts, and status of delinquent assessments; ownership, financial
184 and membership status of private clubs, golf course(s), marina(s), and other amenities; the status of the developer(s) if the community or any
185 portion thereof is developer-controlled; and facts about the surrounding community(ies), school districts and public and government
186 infrastructure plans. SELLER by signing this Contract designates BUYER as SELLER's representative for purposes of obtaining said
187 information.

188 i. **SQUARE FOOTAGE:** BUYER is aware that any reference to the square footage and size of the Property is approximate and is not
189 warranted, and should be independently verified by BUYER prior to execution of this Contract.

190 **STANDARD E—SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable: (1) the title evidence or
191 credit specified in Standard B; (2) if the Property is located in Lee or Charlotte County, the premium for the owner's title insurance policy issued
192 by the closing agent selected by BUYER, and the charges for title search and title continuation through the date of deed recording;
193 (3) preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), condominium/homeowner association estoppel
194 letter(s), broker compensation verifications; tenant estoppel letter(s), copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens,
195 possession, and withholding under FIRPTA, in a form sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter from
196 existing creditor/lender(s); (5) documentary stamp tax on deed; (6) real estate brokerage compensation contractually agreed to by SELLER (to
197 be disbursed by closing agent at closing); (7) any condominium/homeowner association special assessments and governmentally imposed
198 liens or special assessments which are the SELLER's obligation under Paragraph 6; (8) SELLER's attorney fees; and (9) if SELLER is subject
199 to withholding under FIRPTA, reasonable charges associated with withholding, escrowing and/or remitting funds, and/or preparing the
200 withholding certificate application and/or tax return related thereto; (10) reimbursement of prepaid estoppel fees and other costs advanced on
201 behalf of SELLER; (11) reimbursement of prepaid estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees associated
202 with transfer(s) of SELLER proceeds and payoffs.

203 **STANDARD F—BUYER'S INSTRUMENTS AND EXPENSES.** BUYER shall pay for and provide, when applicable, including any sales tax due
204 thereon: (1) recording fee for deed; (2) all costs of any institutional loan secured by BUYER; (3) the premium for creditor/lender title insurance
205 policy, and if the Property is located in Collier County, the premium for the owner's title insurance policy issued by the closing agent selected
206 by BUYER and the charges for title search and title continuation through the date of deed recording; (4) recording membership approval;
207 (5) survey charges; (6) condominium/homeowner association membership transfer fee; (7) condominium/homeowner association resale
208 transfer fee/capital contribution; (8) any pending homeowner/condominium association special assessments and governmentally imposed liens
209 or special assessments which are not the SELLER's obligation under Paragraph 6; (9) real estate brokerage compensation contractually
210 agreed to by BUYER (to be disbursed by closing agent at closing); (10) BUYER's attorney fees; (11) BUYER shall promptly pay and indemnify
211 and hold SELLER harmless against any claims or liens upon the Property for surveyor or other services furnished to the Property at the
212 request of BUYER; (12) code enforcement/municipal lien search fees; (13) reimbursement of prepaid application fees and other costs advanced
213 on behalf of BUYER; and (14) reimbursement to the closing agent of any deposit and closing funds shortages due to deduction of wire fees.

214 **STANDARD G—PRORATIONS; CREDITS.** These items will be prorated as of the Closing Date, with BUYER charged with and entitled to the
215 Closing Date, or the possession date, whichever is earlier: (1) real and personal property taxes based on the current year, if available. If not
216 available, the taxes shall be based on the TRIM “Your Taxes This Year if PROPOSED Budget is Adopted” amount and current year non-ad
217 valorem amount(s), if available; otherwise the prior year non-ad valorem amounts. If neither the current year tax nor TRIM amounts are
218 available, the taxes shall be based on the prior year’s bill (without discount or exemptions no longer available in the year of closing). A tax
219 proration based upon any estimated tax shall, at the request of either party, be re-prorated based on the actual tax bill amount with maximum
220 discount; (2) interest on any assumed indebtedness; (3) rents; and (4) condominium/homeowner association assessments and CDD/MSTU
221 operating and maintenance assessments. BUYER shall receive from SELLER at closing a credit equivalent to the amount of any security
222 deposit and prepaid rents held by SELLER, and any accrued interest thereon, or alternatively, ownership or an assignment of the account in
223 which the deposits and prepaid rents, and any accrued interest thereon, are held.

224 **STANDARD H—HOMEOWNERS’ ASSOCIATION DISCLOSURE.** If the Property is located within and governed by any mandatory
225 homeowners’ association, the following provisions are incorporated into this Contract:

226 **IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE**
227 **PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY**
228 **DELIVERING TO SELLER OR SELLER’S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER’S INTENTION TO CANCEL**
229 **WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY**
230 **PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER’S RIGHT TO VOID THIS CONTRACT SHALL**
231 **TERMINATE AT CLOSING.**

232 **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE “HOMEOWNERS’ ASSOCIATION**
233 **DISCLOSURE SUMMARY,” WHICH IS ATTACHED TO AND MADE A PART OF THIS CONTRACT.**

234 **STANDARD I—CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the following
235 provisions are incorporated into this Contract: **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE**
236 **BUYER’S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE**
237 **OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF**
238 **CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST**
239 **RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO**
240 **REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY**
241 **EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL**
242 **HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE**
243 **ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS**
244 **AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER’S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT**
245 **CLOSING.** BUYER shall also be entitled to receive a copy of the Condominium Governance Form required by Florida Statutes, and the above
246 stated right of BUYER to cancel this Contract shall apply to BUYER’s receipt of said governance form in the same manner as applies to the
247 other above-referenced condominium documents. BUYER, by its execution of this Contract, hereby requests a current copy of the above
248 referenced condominium documents and Condominium Governance Form.

249 **STANDARD J—HOMEOWNER ASSOCIATION PROVISIONS; MEMBERSHIP APPROVAL.** Any homeowner association reserve account(s)
250 is included in the purchase price. If association membership approval is required, BUYER shall, not later than 10 days after the Effective Date,
251 make application for same in the name(s) in which title will be taken, and shall comply with all governing requirements of the association and
252 be responsible for securing membership approval. If no approval has been obtained prior to closing, either BUYER or SELLER may terminate
253 this Contract. SELLER shall obtain a letter(s) from the association(s) which sets forth the amounts, periods and payment status of
254 assessments and transfer fees and resale capital assessments, and deliver same to the BUYER not later than 15 days prior to the Closing
255 Date.

256 **STANDARD K—MORTGAGE CREDITOR/LENDER POLICIES.** If BUYER elected to obtain mortgage financing under Paragraph 4.B., the
257 policies of the creditor/lender shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

258 **STANDARD L—ESCROW; ESCROW AGENT(S).** The escrow agent who accepts in escrow the deposit(s) paid under this Contract (the
259 “Escrow Agent”) shall hold the deposit(s) within the State of Florida in escrow until the earlier of: (1) delivery to another Escrow Agent for
260 closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is authorized to
261 so transfer the funds and is relieved of all liability for the funds delivered); (2) delivery of the deed, with payment of the deposit(s) as part of the
262 purchase price of the Property; (3) such time as BUYER may be entitled to return of the deposit(s); or (4) delivery pursuant to written direction
263 of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party(ies) entitled thereto. The Escrow Agent shall not be
264 liable for the payment of any interest, damages, attorney fees or court costs in any action brought to recover the deposit(s) held in escrow, or

265 any part thereof, unless the Escrow Agent shall fail or refuse to pay over any such deposit(s) pursuant to a judgment, order or decree that shall
266 be final beyond possibility of appeal. In any proceeding which litigates the disposition of the deposit(s), the Escrow Agent shall be entitled to be
267 paid reasonable attorney fees and court costs, which shall be paid by the non-prevailing party. The Escrow Agent has no duty to collect or
268 attempt to collect any deposit or check given as a deposit, but shall give the parties written notice of: (a) any deposit that is not received, not
269 later than 5 days after its due date, and (b) any deposit check that is not paid on presentation not later than 5 days of learning of its dishonor. If
270 the Escrow Agent is a licensed real estate broker, the Escrow Agent shall comply with the requirements of Chapter 475, Florida Statutes.

271 **STANDARD M—FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) WITHHOLDING.** A SELLER who is a U.S. citizen or
272 resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a foreign person
273 or entity, BUYER shall deduct and withhold from the purchase price, or collect from SELLER if the net proceeds are insufficient, 15% of the
274 purchase price (the "Withholding Amount"), and remit same to the Internal Revenue Service (the "IRS") within 10 days after the Closing Date,
275 unless: (1) the purchase price is not more than \$300,000.00 and BUYER executes a sworn certification at closing attesting that BUYER is
276 acquiring the Property for use as a residence; i.e. that BUYER or a member of BUYER's family has definite plans to reside at the Property at
277 least 50% of the number of days the Property is used by any person in each of the first two 12-month periods immediately following the
278 closing, in accordance with the Internal Revenue Code and all applicable regulations (the "BUYER's Residential Use Certification"), in which
279 event the Withholding Amount is \$0; or (2) the purchase price is greater than \$300,000.00 but not more than \$1,000,000.00 and BUYER
280 executes a BUYER's Residential Use Certification, in which event the Withholding Amount is reduced to 10% of the purchase price. If SELLER
281 furnishes to BUYER, not later than the Closing Date, proof of submittal to the IRS of an application for withholding certificate, the closing agent
282 (or other third party mutually designated by SELLER and BUYER) shall hold the applicable Withholding Amount in escrow pending receipt of
283 the withholding certificate, shall remit the sum reflected in the withholding certificate to the IRS within 10 days of receipt of the withholding
284 certificate, and shall promptly refund any remaining balance to SELLER. SELLER shall hold BUYER harmless and indemnify BUYER for not
285 withholding or collecting the applicable Withholding Amount or for withholding and remitting the reduced amount reflected in the withholding
286 certificate. BUYER shall provide to SELLER evidence of remittance of all or any portion of the applicable Withholding Amount to the IRS. The
287 failure of either party to comply or to allow compliance with the requirements of FIRPTA and related regulations shall constitute a breach of this
288 Contract.

289 **STANDARD N—QUICK CLOSING.** Except with respect to the Clearance Period in Standard B, if the Closing Date does not allow sufficient
290 time for performances by SELLER and BUYER within the time frames and by the deadlines set forth in this Contract, the parties agree to
291 undertake and complete all performances, inspections, surveys, examinations, delivery of documents, notices, satisfaction of contingencies
292 and all other actions required of or allowed to either party prior to the Closing Date, except that the statutory time period set forth in Standards
293 H and I shall not be affected by this provision.

294 **STANDARD O—DEFAULT AND REMEDIES.** If BUYER does not perform BUYER's obligations hereunder (except as excused by SELLER's
295 default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If SELLER does not
296 perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this Contract by a suit for specific
297 performance, damages, or may terminate this Contract.

298 **STANDARD P—LITIGATION; ATTORNEY FEES AND COSTS.** In connection with any litigation concerning this Contract, venue shall be in
299 the county where the Property is located, and the prevailing party shall be entitled to recover reasonable attorney fees and court costs,
300 including on any appeals, from the non-prevailing party. The term "prevailing party" shall include SELLER, BUYER, and any broker acting in
301 an agency or non-agency relationship recognized under Chapter 475, Florida Statutes. For purposes of this Standard, any such broker shall be
302 an intended third party beneficiary.

303 **STANDARD Q—NOTICES, DISCLOSURES, AND DOCUMENTS.** All notices and disclosures must be in writing. Unless a party is
304 required by law to deliver notices, disclosures, or documents directly to the other party, all notices and disclosures required or permitted under
305 this Contract shall be effective when given by a party or that party's broker or attorney to the other party or said other party's broker or attorney.
306 Delivery of homeowners' or condominium documents required under Standards H and I respectively to BUYER's broker or attorney shall not
307 constitute delivery to the BUYER.

308 **STANDARD R—MISCELLANEOUS.** (1) The parties have agreed to deal in good faith with respect to all provisions of this Contract. (2) The
309 singular case or tense shall include the plural case or tense. (3) This Contract may only be modified in writing signed by the parties. (4) Except
310 as otherwise specifically provided, all references to days shall mean calendar days. (5) Except as otherwise specifically provided, all deadlines
311 shall expire at 11:59 PM Eastern Time. Except as otherwise expressly provided by law, if the Closing Date, any deadline or the last day of any
312 time period falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following business day. (6) As used
313 herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations or business entities, and their
314 respective licensees involved in this transaction. (7) All title evidence and other documents provided to BUYER by or on behalf of SELLER are
315 the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is terminated. (8) If either SELLER or
316 BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to the other party, whereupon all
317 deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and effect, and the parties shall have

318 no further liability to one another hereunder except as set forth herein. (9) The headings used in this Contract are for convenience of reference
319 only and shall not be used for interpreting the meaning of any provisions of this Contract. (10) All provisions of this Contract which by their
320 nature or context require performance or provide rights after the Closing Date, including without limitation the provisions of Standard P, shall
321 survive closing. (11) Signatures and initials communicated by electronic or facsimile transmission shall be binding. (12) A facsimile or
322 electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract
323 may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws. (13) This
324 Contract and any addenda and amendments hereto may be signed in counterparts, and said counterparts shall collectively constitute the entire
325 agreement of the parties. (14) Upon reasonable notice, SELLER shall provide access to the Property to appraiser(s) and surveyor(s) retained
326 by BUYER. (15) SELLER and BUYER authorize the closing agent to provide copies of the American Land Title Association (ALTA) and other
327 settlement statements to all brokers and attorneys associated with this transaction.

328 **STANDARD S—NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into this
329 Contract. BUYER's decision to buy was based upon BUYER's own investigations of the Property. BUYER holds the broker(s) harmless from
330 all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, or SELLER's representations
331 regarding the Property's condition, or from broker's referral, recommendation, or retention of any vendor. The parties agree that assistance to a
332 party by a broker does not, and will not, make the broker responsible for performance.

333 **STANDARD T—BINDING CONTRACT; LEGAL COUNSEL.** THE PARTIES ARE NOT REQUIRED TO USE ANY PARTICULAR FORM OF
334 CONTRACT. TERMS AND CONDITIONS SHOULD BE NEGOTIATED BASED UPON THE RESPECTIVE INTERESTS, OBJECTIVES AND
335 BARGAINING POSITIONS OF THE PARTIES. APPROVAL OF THIS FORM BY THE COLLIER COUNTY BAR ASSOCIATION AND
336 ASSOCIATIONS OF REALTORS DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND CONDITIONS IN THIS
337 CONTRACT SHOULD BE ACCEPTED BY A PARTY IN A PARTICULAR TRANSACTION. THIS IS A LEGALLY BINDING CONTRACT
338 FORM. EACH PARTY ACKNOWLEDGES THAT PRIOR TO SIGNING THE CONTRACT, THE CLOSING EXPENSES HAVE BEEN
339 EXPLAINED, REAL ESTATE TRANSACTION STANDARDS A THROUGH T HAVE BEEN RECEIVED AND REVIEWED, AND THAT PARTY
340 HAS BEEN ADVISED BY THE REAL ESTATE BROKER TO SEEK LEGAL COUNSEL AND TITLE INSURANCE TO PROTECT THAT
341 PARTY'S INTEREST IN CONNECTION WITH THE TITLE STATUS AND CLOSING OF THIS TRANSACTION. BUYER AND SELLER ARE
342 ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, PROPERTY CONDITION, ENVIRONMENTAL, AND
343 OTHER SPECIALIZED ADVICE. THIS CONTRACT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO,
344 THEIR HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND SUCCESSORS IN INTEREST.

345 **OTHER TERMS AND CONDITIONS:**

346 _____
347 _____
348 _____
349 _____
350 _____

351 **ADDENDUM:** The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

352 _____
353 _____
354 _____

355 To the extent such Addendum/Addenda terms conflict with the terms of this Contract, the Addendum/Addenda terms shall control.

356 **THE REAL ESTATE TRANSACTION STANDARDS SHALL NOT BE REVISED OR MODIFIED EXCEPT IN THE OTHER TERMS AND**
357 **CONDITIONS AND/OR ADDENDUM/ADDENDA.**

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Printed Name)

(Buyer's Printed Name)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Printed Name)

(Buyer's Printed Name)

358

REJECTION OF OFFER

359 SELLER rejects BUYER'S offer on _____ {Insert Date}.

(Seller's Signature)

(Seller's Signature)

360

IDENTIFICATION OF BROKERS AND LICENSEES

361 Listing Brokerage: _____ Selling Brokerage: _____

362 Listing Licensee: _____ Selling Licensee: _____

363

IDENTIFICATION OF ESCROW AGENT

364 Escrow Agent's Name: _____

365 Escrow Agent Address: _____

366 Escrow Agent Telephone: _____ Fax: _____ Email: _____

367

368 THIS CONTRACT SHALL NOT MODIFY THE LISTING CONTRACT OR ANY MLS OR OTHER OFFER OF COMPENSATION

369 MADE BY SELLER OR LISTING BROKER TO COOPERATING BROKERS.

TERMINATION



TERMINATION OF SALES CONTRACT BUYER NOTICE



INSTRUCTIONS: THIS FORM IS TO BE USED ONLY IF AT LEAST ONE OF THE BELOW LISTED FORMS WAS SIGNED BY SELLER AND BUYER.

SELLER: _____

BUYER: _____

PROPERTY: _____

Pursuant to [SELECT APPLICABLE DOCUMENT]:

- "AS IS" Sales Contract
- Addendum to Sales Contract - "AS IS" Sale of Property/Due Diligence Addendum to Sales Contract – Appraisal Contingency
- Addendum to Sales Contract – Back-Up Contract
- Addendum to Sales Contract – Defective Drywall Disclosure and Inspection Contingency (a copy of the inspection report is attached)
- Addendum to Sales Contract – Homeowner Documents Review
- Addendum to Sales Contract – Lead-Based Paint and/or Lead-Based Paint Hazards
- Addendum to Sales Contract – Lease Back by Seller
- Addendum to Sales Contract – Personal Property Inventory
- Addendum to Sales Contract – Review by Advisor
- Addendum to Sales Contract – Right to Inspect and Right to Terminate
- Addendum to Sales Contract – Seller Financing
- Addendum to Sales Contract – Short Sale
- Addendum to Sales Contract – Simultaneous Closing (Developer)
- Addendum to Sales Contract - Visual Inspection of Property by Buyer

Buyer hereby terminates the Contract and requests the release of the Buyer's Deposit to Buyer.

Buyer certifies that this Notice is delivered within the time period required under the Contract and that Buyer has the right to unilaterally terminate the Contract.

Buyer directs Escrow Agent(s) to release Buyer's Deposit to Buyer.

If Escrow Agent(s) releases Buyer's Deposit in good faith reliance upon this Notice, and Escrow Agent(s) is found liable to Seller or any other party for said release, Buyer hereby agrees, by providing this Notice to Escrow Agent(s), to indemnify and hold Escrow Agent(s) harmless against any damages, including reasonable attorneys' fees and costs, incurred by Escrow Agent(s).

(Buyer's Signature)

(Date)

(Buyer's Signature)

(Date)



TERMINATION AND DEPOSIT RELEASE AGREEMENT



This Termination and Deposit Release Agreement is made on _____

{Insert Date} by and between (“SELLER”)_____ and

(“BUYER”)_____ ,

relating to the following described real property (“Property”):

_____ .

1. SELLER and BUYER hereby release each other from all rights, duties, obligations, and claims arising out of or relating to the Sales Contract entered into by SELLER and BUYER relating to the Property. The Sales Contract is hereby terminated.

2. SELLER and BUYER direct the Escrow Agent(s) holding the deposit(s) set forth in the said Sales Contract to disburse the funds as follows:

\$ _____ to _____

\$ _____ to _____

\$ _____ to _____

\$ _____ to _____

3. SELLER and BUYER hereby also release from all claims, obligations, and liabilities, any and all real estate brokers and their licensees identified in the Sales Contract or otherwise involved in the transaction, and any Escrow Agent(s), upon said Escrow Agent’s disbursement of the escrowed deposit(s) as set forth in this release and directive. Real estate brokers and their licensees shall not be responsible for the Escrow Agent’s disbursements of the deposit(s) unless said real estate broker is the Escrow Agent.

(Seller’s Signature) (Date)

(Buyer’s Signature) (Date)

(Seller’s Signature) (Date)

(Buyer’s Signature) (Date)



TERMINATION OF SALES CONTRACT SELLER NOTICE



INSTRUCTIONS: THIS FORM IS TO BE USED ONLY IF AT LEAST ONE OF THE BELOW LISTED FORMS WAS SIGNED BY SELLER AND BUYER.

SELLER: _____

BUYER: _____

PROPERTY: _____

Pursuant to [SELECT APPLICABLE DOCUMENT]:

- Addendum to Sales Contract – Review by Advisor
- Addendum to Sales Contract – Seller Financing
- Addendum to Sales Contract – Short Sale
- Addendum to Sales Contract – Simultaneous Closing (Developer)

Seller hereby terminates the Contract and requests the release of the Buyer's Deposit to Buyer.

Seller certifies that this Notice is delivered within the time period required under the Contract and that Seller has the right to unilaterally terminate the Contract.

Seller directs Escrow Agent(s) to release Buyer's Deposit to Buyer.

If Escrow Agent(s) releases Buyer's Deposit in good faith reliance upon this Notice, and Escrow Agent(s) is found liable to Buyer or any other party for said release, Seller hereby agrees, by providing this Notice to Escrow Agent(s), to indemnify and hold Escrow Agent(s) harmless against any damages, including reasonable attorneys' fees and costs, incurred by Escrow Agent(s).

(Seller's Signature)	(Date)	(Seller's Signature)	(Date)



**CANCELLATION NOTICE AND DIRECTIVE
RESALE CONDOMINIUM/COOPERATIVE UNIT**



SELLER: _____

BUYER: _____

PROPERTY: _____

Pursuant to Florida Statutes and the Sales Contract entered into by and between SELLER and BUYER with respect to the Property,

BUYER HEREBY CANCELS THE SALES CONTRACT AND REQUESTS THE RELEASE OF BUYER’S DEPOSIT(S) TO BUYER.

This notice is delivered to SELLER or SELLER’s representative within the statutory 3-day period, excluding Saturdays, Sundays, and legal holidays.

By copy of this notice provided to the Escrow Agent(s) holding BUYER’s deposit(s), BUYER directs Escrow Agent(s) to release BUYER’s deposit(s) to BUYER.

If Escrow Agent(s) releases BUYER’s deposit(s) in good faith reliance upon this notice and directive, and Escrow Agent(s) is found liable to SELLER or any other party for said release, BUYER hereby agrees, by providing this notice and directive to Escrow Agent(s), to indemnify and hold Escrow Agent harmless against any damages, reasonable attorneys’ fees and court costs thereby incurred by Escrow Agent(s).

(Buyer’s Signature) (Date)

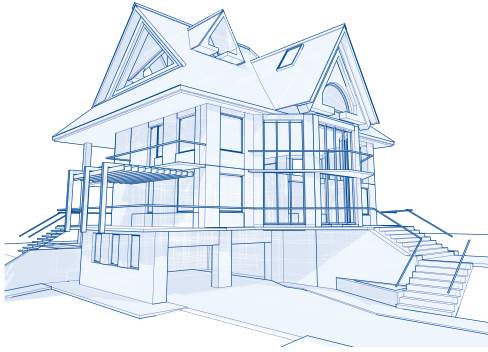
(Buyer’s Signature) (Date)

BROCHURES

LIST OF NABOR'S CONTRACTS/FORMS. DATES: January 1, 2017/April 20, 2017/February 1, 2018

#	FORM	DATE	PAGES
1	Acknowledgment of Receipt Condominium/Cooperative Documents	1/1/2017	1
2	Acknowledgment of Receipt Homeowner Documents	1/1/2017	1
3	Addendum to Lease Lead-Based Paint And Or Lead-Based Paint Hazards	1/1/2017	1
4	Addendum to Listing Contract	1/1/2017	1
5	Addendum to Listing Contract CDD/MSTU Taxes And Assessments	1/1/2017	4
6	Addendum to Listing Contract Limited Brokerage Services	1/1/2017	1
7	Addendum to Listing Contract Short Sale	1/1/2017	1
8	Addendum to Sales Contract	1/1/2017	1
9	Addendum to Sales Contract – Sale of Buyer's Existing Property	1/1/2017	1
10	Addendum to Sales Contract - Review by Advisor (Buyer)	1/1/2017	1
11	Addendum to Sales Contract - Review by Advisor (Seller)	1/1/2017	1
12	Addendum to Sales Contract - Survey Inspection	1/1/2017	1
13	Addendum to Sales Contract "As Is" Sale of Property/Due Diligence	1/1/2017	1
14	Addendum to Sales Contract Appraisal Contingency	1/1/2017	1
15	Addendum to Sales Contract Back-Up Contract	1/1/2017	1
16	Addendum to Sales Contract CDD/MSTU Assessments Disclosure	1/1/2017	1
17	Addendum to Sales Contract Cooperative	1/1/2017	3
18	Addendum to Sales Contract Defective Drywall Disclosure and Inspection Contingency	1/1/2017	1
19	Addendum to Sales Contract FIRPTA Buyer Residential Use Certificate	1/1/2017	1
20	Addendum to Sales Contract Homeowner Documents Review	1/1/2017	1
21	Addendum to Sales Contract Housing for Older Persons/55 Plus Occupancy	1/1/2017	1
22	Addendum to Sales Contract Lead-Based Paint and/or Lead Based Paint Hazards	1/1/2017	1
23	Addendum to Sales Contract Lease Back by Seller	1/1/2017	1
24	Addendum to Sales Contract Personal Property Inventory	1/1/2017	1
25	Addendum to Sales Contract Post Closing Occupancy	1/1/2017	1
26	Addendum to Sales Contract Right to Inspect and Right to Terminate	1/1/2017	1
27	Addendum to Sales Contract Seller Financing	1/1/2017	2
28	Addendum to Sales Contract Seller's Right to Make Back-Up Contract Primary Contract	1/1/2017	1
29	Addendum to Sales Contract Short Sale	1/1/2017	1
30	Addendum to Sales Contract Simultaneous Closing (Developer)	1/1/2017	2
31	Addendum to Sales Contract VA/FHA Financing	1/1/2017	1
32	Addendum to Sales Contract Visual Inspection of Property by Buyer	1/1/2017	1
33	Amendment to Listing Contract Changes	1/1/2017	1
34	Amendment to Rental Listing Contract Changes	1/1/2017	1
35	Amendment to Sales Contract	1/1/2017	1
36	Amendment to Sales Contract Closing Date Change	1/1/2017	1
37	Amendment to Sales Contract Pre-Closing Occupancy	1/1/2017	1
38	Assignment of Sales Contract	1/1/2017	1
39	Brokerage Relationship Disclosure Form Consent to Transition to Transaction Broker	1/1/2017	1
40	Brokerage Relationship Disclosure Form Designated Sales Associate Form of Representation (Non-Residential Transactions Only)	1/1/2017	1
41	Brokerage Relationship Disclosure Form Notice of No Brokerage Relationship	1/1/2017	1
42	Brokerage Relationship Disclosure Form Single Agent Notice	1/1/2017	1
43	Brokerage Relationship Disclosure Form Transaction Broker Notice	1/1/2017	1
44	Buyer Agreement for Broker Compensation	4/20/2017	1
45	Buyer Broker Exclusive Agreement	4/20/2017	2
46	Cancellation Notice and Directive Resale Condominium/Cooperative Unit	1/1/2017	1
47	Escrow Deposit Receipt Verification	1/1/2017	1
48	Financing Contingency Buyer Termination Notice	1/1/2017	1
49	Financing Contingency Extension Sales Contract Amendment	1/1/2017	1
50	Financing Contingency Seller Termination Notice	1/1/2017	1
51	Financing Contingency Waiver	1/1/2017	1
52	Flood Insurance Disclosure	1/1/2017	1
53	Homeowners' Association Disclosure Summary	1/1/2017	1
54	Housing For Older Persons Affidavit Verifying Occupancy And Qualification	1/1/2017	1
55	Hurricane Irma Disclosure	2/1/2018	1

#	FORM	DATE	PAGES
56	Inspection Notice Buyer's Election and Seller's Response	1/1/2017	1
57	Inspection Notice List of Systems and Equipment Not in Working Condition	1/1/2017	1
58	Inventory of Personal Property	1/1/2017	5
59	Lead-Based Paint Law Broker Notice to Seller or Landlord	1/1/2017	1
60	Lease Forms-Supreme Court Approved Real Estate Licensee Notice and Disclosure	1/1/2017	1
61	Listing of Residential Improved Property Exclusive Right and Authority to Sell Contract	4/20/2017	6
62	Listing of Residential Vacant Land Exclusive Right and Authority to Sell Contract	1/1/2017	5
63	New Construction Broker Compensation Disclosure Form	1/1/2017	1
64	Referral Agreement Broker to Broker	1/1/2017	1
65	Rental Listing Contract Exclusive Right and Authority	4/20/2017	4
66	Sales Contract (Residential Improved Property)	1/1/2017	11
67	Sales Contract (Residential Vacant Land)	1/1/2017	9
68	Sales Contract-As Is (Residential Improved Property)	1/1/2017	10
69	Seller's Disclosure Statement (Residential Improved Property)	1/1/2017	5
70	Seller's Disclosure Statement (Residential Vacant Land)	1/1/2017	3
71	Showing/Commission Agreement For Rentals (No Brokerage Relationship)	4/20/2017	1
72	Showing/Commission Agreement For Sale (No Brokerage Relationship)	4/20/2017	1
73	Termination and Deposit Release Agreement	1/1/2017	1
74	Termination of Listing Contract	1/1/2017	1
75	Termination of Rental Listing Contract	1/1/2017	1
76	Termination and Deposit Release Agreement	1/1/2017	1
77	Termination of Sales Contract Buyer Notice	1/1/2017	2
78	Termination of Sales Contract Seller Notice	1/1/2017	1
79	Timeline of Events	1/1/2017	1



Thinking About Buying a Home?

Get An EnergyGauge® Rating!

Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an EnergyGauge® rating on the house.

Since 1994, there has been a voluntary, statewide energy-efficiency rating system for homes in Florida. Prospective homeowners just like you, all around the state, are getting their homes rated before they make their purchase.

There are several very important reasons why:

▲ **Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency.** You get detailed estimates of how much your energy use will cost.

▲ **Energy ratings give you clear and specific information that lets you compare similar homes on their energy use.** Two homes might look similar, but one may be efficient and comfortable, and the other an energy-guzzler with a very uncomfortable interior.

Consider the Benefits:

- ▲ More Home for Less Money
- ▲ Tested Quality Construction
- ▲ Enhanced Indoor Comfort
- ▲ Superior Energy Efficiency
- ▲ More Environmental Sustainability
- ▲ Improved Mortgage Options
- ▲ Greater Resale Value

▲ Maybe most important of all, **the national Home Energy Rating System (HERS) Index on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits.** Some lenders may offer special financing.

Before buying your next home, hire a Certified Energy Rater to do a rating.

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-use in a home and determine efficiency. Because energy costs can equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

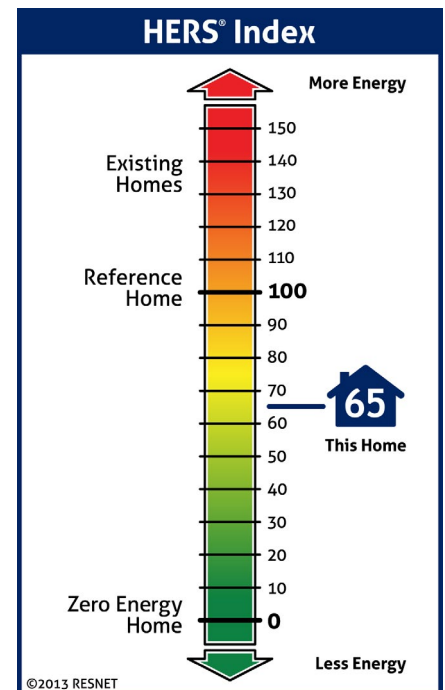
You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer

a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

Here's how the EnergyGauge® program works.

After the rating, you'll get an easy-to-read form like the one on the next page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size, with the same number of bedrooms available in your part of the state today.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center®. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes.



Beyond a home energy rating, how can you reduce your energy use and save money?

That's easy. While the design and construction of your home, and the efficiency of its appliances and equipment, control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

Florida's program parallels national activities.

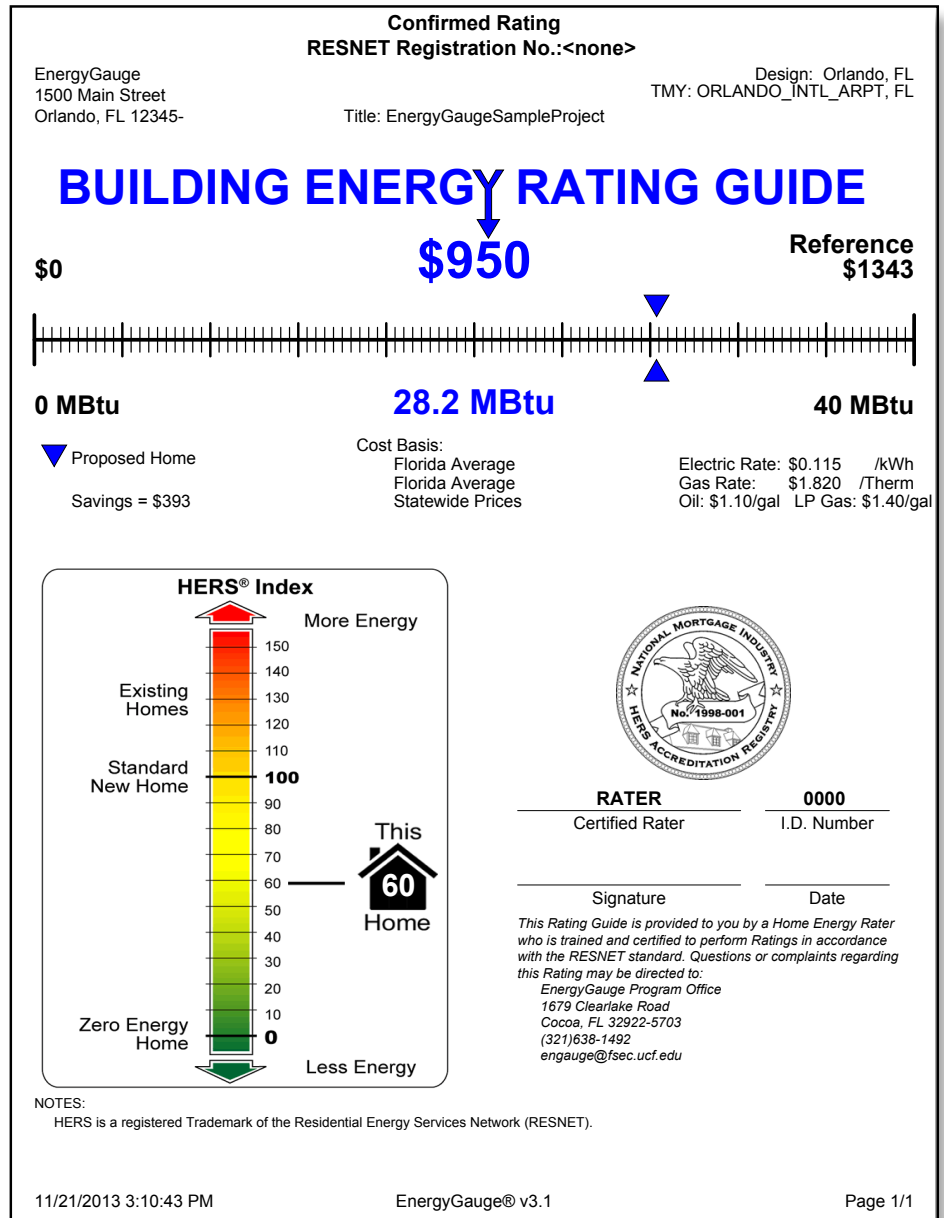
The Residential Energy Services Network (RESNET) sets the national standards for the Home Energy Rating System (HERS), and the Florida Solar Energy Center's Energy Gauge system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1422, or visit our Web site at www.floridaenergycenter.org.

Who does Energy Ratings?

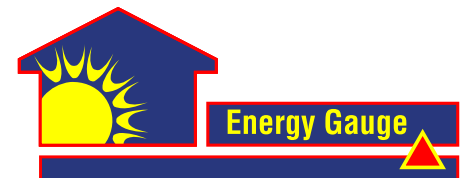
It is important to note that only Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their



certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60. Modifications were made by the Legislature in 2013.



The EnergyGauge® Program Building Energy Rating System

1679 Clearlake Road
Cocoa, Florida 32922-5703
Phone: 321-638-1422
Fax: 321-638-1010
E-Mail: info@energygauge.com
www.floridaenergycenter.org



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

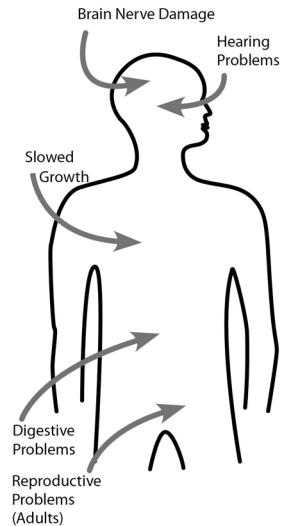
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

To request a Code lien search go to:

www.colliergov.net/code

- Click on Lien Search/Payoff Request or call (239) 252-2440
- Lien Search Fee is \$25.00 per property address.



Helpful Phone Numbers

Code Enforcement 239-252-2440
Business Center 239-252-2400
Contractor Licensing 239-252-2909
Helpful Websites
www.colliergov.net/code

Updated 12/2014

Know What You are Buying

In the State of Florida there are thousands of homes being bought and sold every year.

How does a prospective buyer know if the home or property they are buying meets Collier County's current Florida Building Codes and zoning regulations, or if it has existing code violations, fines, or liens?

New property owners are responsible for correcting code violations, and for paying any fines or lien amounts owed, even when a violation occurred before they purchased the property.

The cost to the new homeowner can be thousands of dollars. The best solution is to work with your Real Estate professional and request a home inspection and lien search before closing.



Thinking of Buying a Home or Investment Property?



Protect your investment!

- * Obtain a home inspection
- * Order a code lien search
- * Obtain payoff information on outstanding code liens

These three actions can save you thousands of dollars

Property Inspection for Code Violations

Code property inspections look for un-permitted improvements, non-conforming structures, open permits and verify zoning requirements. The inspections can be performed by a Florida licensed contractor or home inspector for either the property owner or prospective buyer.

The Seller

A property owner considering selling his/her property can arrange for a property inspection to determine whether code violations exist in advance of marketing the property for sale. This allows the seller time to correct any violations to avoid issues arising later with potential buyers.

The Buyer

Upon considering purchase of a property, a buyer should always have a property inspection completed. Most sales contracts allow the buyer a contingency for property inspections. The buyer should assure that his/her inspector inspects for un-permitted improvements, non-conforming structures, zoning appropriate for the structure/intended use, and open permits. All existing code violations, fines, and liens go with the property and become the responsibility of the new owner when sold.



Property Inspections Review

- The number of structures permitted on the property
- If there are any non-conforming structures or uses on the property
- Any open permits without final inspections
- Unpermitted additions that have been added to the residence

Code lien searches

Detailed information on the records of a property, such as fines owed, liens, and unresolved code violation cases are researched when requested.

The property may have open Code Enforcement cases with violations that were never corrected and are accumulating daily fines.

If a property has a lien, it may be difficult to sell, refinance, or borrow against it. Liens are recorded on the property and are the responsibility of the property owner.

RESOURCES

NABOR SALES CONTRACTS 2018 Edition

(Notes to myself)

(For presenters, if being webcast, remember to repeat questions before answering)

ORIGIN OF CONTRACT FORMS: LEGAL RESOURCES COMMITTEE

CUSTOMIZED FOR OUR LOCAL MARKET, BUT ARE VALID EVERYWHERE IN FLORIDA.

OTHER FORMS OF CONTRACTS EXIST: FR/BAR AND FROM FR: CRISP 15.

PERSONAL PROP: WATCH FOR (S) ON ITEMS.

BE CERTAIN TO DEAL WITH WALL MOUNTED TV'S, HOME THEATER ACCESSORIES, SURROUND SOUND SYSTEMS AND ACCESSORIES, HOME AUTOMATION SYSTEMS.

PLACES FOR PAGES TO BE INITIALED ARE INTENTIONALLY OMITTED.

FULLY COMPLETE ESCROW HOLDER INFORMATION IF NOT THE BROKER.

Please fill in ALL blanks in the forms even though there may be a default provided.

Do not mix NABOR addenda or amendment forms with other contract forms (FR/BAR; FR).

Remember, an "addendum" is an addition to a document BEFORE it becomes a contract and becomes part of the contract when formed. An "amendment" is a change or addition to an already existing contract.

Florida is a common law state, as are the vast majority of states (this is despite the fact that Florida was owned by and purchased from a civil law country, Spain).

Under CFPB (Consumer Financial Protection Bureau) Regulations, a "Borrower" is now a "Consumer" and a "Lender" is now a "Creditor."

Commercial use of drones, although still regulated, is now widely available.

FIRPTA withholding, in some cases CAN BE AND OFTEN IS as high as 15% of the selling price.

WHEN IN DOUBT, ASK YOUR BROKER.

HOW TO BUILD A BULLETPROOF CONTRACT

By Holly A. Harmon, Attorney at Law, Holly A. Harmon, Chartered and Rick Fioretti, Berkshire Hathaway, Legal Resources Committee Members

Realtors devote hours, days, weeks and months marketing, advertising, showing property and negotiating sale and purchase transactions, but significantly less time and thought to the actual drafting of the Sales Contract.

Fortunately, NABOR's Legal Resources Committee has spent countless hours, days (and even years) drafting forms to streamline the drafting process and making it as foolproof as possible, and creating safety nets and default clauses to minimize potential liabilities associated with such drafting. But like any other good tool, it's only valuable if used correctly.

Following are some valuable tips to keep in mind during the drafting process, to ensure a bulletproof (or at least a well-armored) Contract:

1. Read the Sales Contract. You've all attended one or more NABOR Contract seminars and read various NABOR articles, but have you ever actually sat down and read the entire Contract from start to finish? Granted it's not as riveting as a good spy novel or juicy episode of Real Housewives, but you owe it to yourself and your Sellers and Buyers to take the time before season is in full swing.

Committee members receive calls weekly inquiring whether a particular timeline or deadline is to be counted in calendar or business days, or whether closing occurs on a Friday or a Monday if the Sales Contract Closing Date is a Saturday (realtors tend to favor closing dates on the 15th or 30th of the month, often without consulting the calendar to confirm whether that day is a business day). Tip: Standard R of the Sales Contract, entitled MISCELLANEOUS, was created by the Committee to warehouse all the general information that applies throughout the entire Contract, and is your go-to paragraph for this type of general information.

2. Avoid Drafting Your Own Contract Clauses and Addenda Whenever Possible. The NABOR Legal Resources Committee has drafted Sales Contract clauses and Addenda for virtually every real estate transaction scenario you will encounter. Before you consider drafting your own contract provisions, consult your contract documents library and scroll through all listed documents. The chances are very good that you'll find what you're looking for, and in the process you may stumble upon an Addendum or clause that you'd forgotten you needed, such as the Homeowners Association Disclosure Summary. If you don't find what you're looking for, consult your Broker or the attorney to whom you refer your Sellers and Buyers. They will likely either refer you to an applicable Addendum or assist in creating one. If you draft language yourself, you run the risk of either creating a conflict with pre-printed language within the body of the Sales Contract (hence our Paragraph 1 above), or inadvertently create open-ended or ambiguous language which could create an out for a Seller or Buyer having second thoughts about his sale or purchase or result in other unintended adverse consequences.

By way of example, the Committee has created an Addendum for Personal Property Inventory, designed to be used when the Seller didn't market the Property as furnished in MLS, but agrees during negotiations to sell the Property "fully furnished" and the value of the furnishings is included in the purchase price. Now, if you were to poll 10 different Sellers and Buyers, there would likely be at least a half dozen different interpretations of what that term means. A Seller might consider "fully furnished" to mean all the furniture, but not the accessories, artwork, dishware, countertop appliances, etc.; whereas the Buyer considers "fully furnished" to mean every single item not glued down to or bolted into the Property, excepting only the Seller's toothbrush and undergarments. And keep in mind, this discrepancy doesn't typically arise until the pre-closing walk-through inspection when the Seller and Buyer are both emotionally, financially and otherwise significantly invested in the process.

The Personal Property Addendum gives the Seller 5 (calendar) days to create an inventory of the items included in the purchase price, and gives the Buyer 3 (calendar) days to review the inventory to confirm that the property is in fact "fully furnished" according to his interpretation, and if not, the Buyer can terminate the Sales Contract unless the Seller agrees to include the anticipated items. Although the Buyer may be perceived as having an unfair out under the Contract, the benefit to the Addendum is that any potential dispute or discrepancy is flushed out very early on in the process.

A Contract that doesn't include the Personal Property Inventory Addendum, or contains a clause such as "property being sold fully furnished", or "all personal property items seen on 11/25/15" could very likely take a bullet along the journey toward closing.

And on the subject of personal property, be sure to review and discuss the items listed on Lines 3 through 5 of the Sales Contract with your Sellers, and specifically exclude on Lines 5 and 6 any items included in that pre-printed list, such as the family heirloom chandelier in the dining room or washer and dryer, that the Seller plans to remove from the Property at closing, or that are not located on the Property to begin with, such as storm shutters and panels. If those items aren't excluded and the Buyer is contractually entitled to receive those items, a listing realtor may spend the day prior to closing at the local appliance store or lighting shop.

3. Don't Forget the Homeowners Association Disclosure Summary(ies). Under Florida law and Standard H of the Contract, if the subject property is located within and governed by one or more mandatory Associations (and nearly all Associations are mandatory) and the Homeowner's Association Disclosure for each such mandatory Association is not provided to the Buyer prior to or at the time of execution of the Sales Contract, the Contract is voidable by the Buyer by delivering written notice of Buyer's intention to cancel the Contract to Seller or Seller's agent or representative (realtor or attorney) within 3 days after receipt of the disclosure summary or prior to closing, whichever occurs first. Often times in the authors' experience, disclosure summaries are either not provided at all, provided for one but not both mandatory associations (Bay Colony in Pelican Bay for example), or are provided as a housekeeping matter after the Effective Date of the Contract. You've set yourself and your Seller up to take a bullet if your Buyer develops remorse that he's paid too much for the property, suffers a family medical crises, or the property he's been trying to buy for 2 years suddenly goes on the market.

4. Financing Contingency. This is without question one of the most misunderstood and misused clauses in the Sales Contract. There is not enough room in this article to identify all the ways this provision creates issues for Sellers and Buyers (and therefore realtors) if not properly drafted and managed, but the cautionary tale is this: Filling in the blanks without careful thought, consideration and discussion with your Seller or Buyer about the relative benefits and risks is a bullet hole waiting to happen.

As extreme examples, a listing realtor who allows a Seller to accept a financing contingency for a 30 year fixed rate 90% loan with a 1.95% interest rate cap is setting his Seller up for failure and potential missed sale opportunities during the contingency period (which is typically 45 days in the current lending market). A selling realtor who inserts a loan amount equivalent to 50% of the purchase price and fails to inform the Buyer that a low appraisal will still satisfy the contingency but require more cash at closing than anticipated and no mechanism for reduction of the purchase price will likely have a very unhappy Buyer who thinks he overpaid for the Property. A selling realtor who inserts a 20 day contingency period without discussing the pros and cons of that shortened time period with the Buyer may cause the Buyer to expend costs of inspections, loan and membership application, credit report and appraisal fees, only to have the Seller terminate the Sales Contract when the Buyer doesn't waive the financing contingency in 20 days is setting himself up for retribution from the Buyer. The takeaway from these examples is the importance of counseling your Sellers and Buyers of the associated risks and benefits of the contingency terms.

5. The Good Faith/Diligence Clauses. Standard R(1) of the Contract states that "The parties have agreed to deal in good faith with respect to all provisions of this Contract", and the Financing Contingency clause in Paragraph 4 of the Contract requires the Buyer to "make a continuing good faith and diligent effort to obtain said loan". Standard D2b of the Sales Contract states that "Seller shall make a diligent effort to perform and complete all Remedial Action prior to the Closing Date". Without belaboring the point, be certain to encourage your Seller or Buyer to perform all his obligations in good faith and use the necessary diligence to meet all deadlines. A party who fails to do so could encounter a claim of breach of contract performances. By way of example, a Buyer who doesn't meet the terms of his financing contingency prior to the contingency deadline could encounter resistance to the release of his deposit monies if the Seller has reason to believe the Buyer didn't act in good faith and with due diligence to obtain loan approval, or a Seller who dragged his feet completing the agreed-upon Remedial Action could face a Buyer demanding a delayed Closing Date...bullet holes.

6. Parking Space(s). If a selling realtor and Buyer of a condominium unit are told or shown by the listing agent the parking space(s), cabana space(s), storage locker(s) or dock/slip space(s) allegedly assigned to and being sold with the unit, don't insert "1" or "2" or "One" or "Two" in the designated space(s) on Line 17 or 18 of the Contract. Insert the actual space number(s)/letter(s) designation, such as "101" or "S208 and S210" or "BS6". Parking spaces perceived to be ideally located near the elevators or away from concrete poles, etc. and boat docks/slips that can accommodate Buyer's boat and/or have desirable locations for open water access have value to a Buyer. A Buyer who has his heart set on the space(s) or location(s) he was told were assigned to the unit, but is only contractually entitled to "1" or

“One” space or dock/slip whose location turns out to be different and perceived to have less value, may be obligated to proceed to closing nonetheless. Again with the bullet holes...

7. Attorney Review. A high percentage of Contracts written are “standard” contracts, which by their nature don’t necessitate attorney review prior to execution. Having said that, never underestimate the value that certain Sellers and Buyers place on their attorney’s legal counsel; especially those who express their desire for attorney review during negotiations. There is no worse position to be in than having advised your Seller or Buyer that in this market attorneys don’t review contracts until they’re signed, only to find out that you’re missing a Homeowners’ Disclosure Summary, neglected to properly address the matter of the personal property, or inadvertently drafted unachievable financing contingency provisions. Most real estate attorneys clearly understand and respect the momentum of your negotiations and need for expedited review, and especially in a single family residence scenario where a Buyer has no built-in rescission right once the Sales Contract is executed and binding, it’s far better to flush out any vulnerability in the Sales Contract early rather than later in the process.

8. Use Only Independently Verified and Documented Information in the Contract. Don’t depend upon or use unreliable or untrustworthy information when building your Contract. Selling agents should not simply insert the outstanding CDD capital assessment balance recited in the MLS printout (which your Buyer will be assuming after closing) without searching for that information on the appropriate website or contacting the person or company that is the keeper of that information. Listing agents should not rely solely on the Seller’s representation of the current assessment amounts without verifying that information with the governing Association(s).

Some would say there is no such thing as a bulletproof Contract, and that may be true, but if you familiarize and avail yourselves of all the available tools, give careful consideration to all Contract terms and their implications, and educate your Sellers and Buyers regarding same, you will successfully dodge many, if not all, of those annoying and unsettling bullets.

Residential Disclosure Condominium or Homeowner Association - What You Don't Know Can Kill Your Sale

By William G. Morris, P.A. Attorney at Law
Email: wgm@wgmorrislaw.com

Almost every Realtor knows that Florida Statutes mandate disclosure for re-sale of residential condominiums and most know that there are also disclosure requirements for homeowner associations. Unfortunately, some confuse the requirements and others, in an effort to make "full disclosure," actually put too much information on disclosure forms. Failure to provide disclosure in a proper manner can allow one or both parties to a contract to cancel the contract, refund all deposits and evaporation of sales commission.

This article will explain the required disclosures and some of the mistakes made by Realtors that can result in lost sales. A sale lost due to improper disclosure can also result in an ethics complaint and suit for damages by a buyer or seller. With lost income and potential liability riding on the Realtor's shoulders in this area, it is critical that all Realtors understand Florida's disclosure requirements in resale of residential condominium and properties in homeowner associations.

Section 718.503 (2) Fla. Stat. lists the disclosure requirements for a non-developer condominium seller. The statute provides that each prospective purchaser who has entered a contract for purchase of a condominium unit is entitled, at the seller's expense, to the following:

- (a) Current copy of the Declaration of Condominium;
- (b) Articles of Incorporation and By Laws of the Association;
- (c) Rules of the Association;
- (d) Financial Statement for the preceding fiscal year;
- (e) Document titled "Frequently Asked Questions and Answers"; and,
- (f) Governance Form prepared by the Division of Florida Land Sales, Condominiums, and Mobile Homes.

The statute also requires re-sale contracts include the following language, in conspicuous type:

THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT; or

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

If the contract does not contain the required language, it is voidable by the buyer at any time prior to closing.

Failure to include the disclosure language allows the buyer to void the contract at any time. The mandated disclosure and right to terminate cannot be waived except that the buyer can waive by closing.

If the documents are provided to the buyer at least 3 days, (excluding Saturdays, Sundays and legal holidays), prior to execution of the contract, the buyer has no right to terminate the contract based upon review of documents. If the documents are not provided until after the contract is executed, the buyer has 3 days, (excluding Saturdays, Sundays and legal holidays), after receipt of the documents to terminate the contract and obtain refund of any deposit. The statute requires that contracts for resale of residential condominiums contain the following disclosure language in conspicuous type.

The statute seems clear, but the devil is in the effort to meet the statutory requirements. One of the first problems can be the contract used for resale of a residential condominium. The NABOR contract has the required language within its body. The Florida Realtors/Florida Bar contract and the Florida Realtors contracts do not include the mandated language and it must be added by addendum or rider. This has been a major stumbling block for the Realtors unfamiliar with those forms. So, it is clear that a Realtor's first duty is to make sure the contract form complies with the statute.

Next is the job of gathering documents. Some Realtors ask a title company to get them the "condominium documents." The title company provides the documents it can obtain from the Public Records. But, a lot of the required documents are not in the Public Records. The title company may be able to provide the Declaration, Articles and By Laws and maybe some or all of the Rules (those which have been recorded). The Association's financial information will not be recorded, the Frequently Asked Questions and Answers Sheet will not be in the Public Records nor will the Governance Form be found there. If those documents are not provided to the buyer, the buyer's 3-day right of rescission will not start because the package is incomplete.

A Realtor is almost always best served by going directly to the condominium association (or management company) to obtain a set of condominium documents. Sadly, even those documents can be incomplete. It is not unusual for an Association to include a budget instead of a financial statement and few provide the Governance Form. It is important to review the package before giving it to a buyer or the buyer's agent. If the only shortcoming seems to be absence of the Governance Form, that form can be obtained at various third party forms websites such as Forms Simplicity, NABOR's website and even the Division's website.

Once you have compiled all of the documents, you must get them to the buyer. That can also be a challenge, proving receipt by the buyer even more so. The good news is that if a buyer signs confirming the buyer has received all of the required documents, the buyer cannot later try to void the contract based upon missing documents. A signed receipt can be a ticket to closing. NABOR has a receipt form which can be used for the buyers to sign confirming receipt of the required condominium documents.

Mandatory disclosure for residential property within a mandatory membership homeowner association with authority to levy mandatory assessments is also required. A two-step disclosure process must be followed. The buyer has a right to terminate the contract and obtain refund of deposit any time prior to proper completion of the disclosure requirements and, if disclosure is made after contract is executed, 3 days after receipt of the disclosure summary. Buyer's rights cannot be waived, other than by closing.

First requirement of contract for sale in a qualifying homeowner association community is that the contract contain the following disclosure language in conspicuous type:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO

CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

The NABOR contract contains the required language. Florida Realtors/Florida Bar and the Florida Realtors contracts do not, and require addition of the language through addendum or rider.

A disclosure summary must also be provided to a buyer. *Section 720.401 (1) (a) Fla. Stat.* provides "A prospective parcel owner in a community must be presented a disclosure summary before executing the contract for sale." If that provision of the statute is met, the buyer does not have a 3-day right of rescission. But, the statute implies that the summary might be provided after the contract is signed. In those cases, a 3-day right of rescission applies.

NABOR has a receipt form that can be used for a buyer to confirm receipt of the homeowner association disclosure summary. Use it, as it is conclusive just like it is with the condominium documents receipt.

The statute includes a disclosure summary form and mandate that the disclosure summary provided to a buyer be in substantially similar form. You should play it safe and make the disclosure summary identical in form. NABOR has a form that does that, and it follows this article as an attachment. The disclosure summary explains to a buyer the assessments that the buyer will pay as an owner of the property. Once the information is obtained from the homeowner association, the form is relatively simple to complete. But, the statute does not include guidance that can help avoid problems, which might be referred to as "non-statutory rules." Those rules are: (1) complete a separate disclosure summary form for each applicable homeowner association, (2) do not include any condominium association assessments on a homeowner association disclosure summary.

Some Realtors do not follow the above rules. They think it is better disclosure and easier to understand if they lump together all of the assessments which a property owner will pay in a particular development, which can include a condominium association and one or more homeowner associations. When that is done, the statutory requirements are not met and the buyer's 3 days right to rescind runs until closing. If the sale is lost, so is the commission. Worse, legal and ethical complaints could be filed against the Realtor.

Some Realtors include condominium association assessments with the homeowner association assessment because there is no comparable form to disclose condominium assessment information. There is no form because the condominium assessment information is contained in the Frequently Asked Questions and Answers Sheet. Question 4 on the Sheet, reads "How much are my assessments in the condominium association for my unit type and when are they due?"

Many think Florida's legislature has gone overboard with required disclosures for resellers of condominiums and property in mandatory member homeowner associations with power to assess. Be that as it may, the requirements exist and failure to comply with the disclosure requirements gives a buyer an option to terminate a contract at any time prior to closing. In this area, knowledge is power and power generates close sales. Be sure you understand the law.

How to Use the Inspection Election Forms

By

Jeff Jones & Sam J. Saad III

How many times have you signed a contract and started the inspection process, only to find out that the selling agent does not know the difference between “Defective” and “Cosmetic” items under the contract? Then you get a faulty Inspection Notice Buyer’s Election and Seller’s Response Form back and your deal goes sideways...

Your Legal Resources committee is working to make improvements to this process by updating the inspection election process under the NABOR contract, revising the Inspection Notice form and providing a new **Inspection Notice List of Systems and Equipment Not in Working Condition Form**. By understanding the contract and using these forms, you can walk your customers through the inspection process and keep your deals on a smooth and successful path for closing.

Standard D.2 of the NABOR Contract lays out a clear and concise multi-step inspection process that will guide the buyer and seller through a fair process for inspecting property and resolving inspection issues.

First, make note of your deadlines by remembering 15, 5 and 10. From the effective date of the contract, the buyer has 15 days to complete their inspections. From the completion of the inspection period, the buyer has 5 days to transmit the completed inspection reports along with an Inspection Notice Buyer’s Election and Seller’s Response Form to the seller. Upon receipt of the Inspection Notice Form, the seller then has 10 days to respond to the inspection election by agreeing, countering or refusing to repair defective items.

Once your buyer has completed his or her inspections, it is incumbent upon you, the Realtor, to explain the contract terms to the buyer because the inspection report is going to nit-pic every minute detail of the property. Nevertheless, you as the contract expert know that your buyer cannot ask that “cosmetic” items be repaired. This is where you, the Realtor, must properly set expectations for your buyer. Although the Inspection Reports will enumerate all items large and small found during their inspections, you must be able to help your Buyer to differentiate

cosmetic items from those that are truly defective and/or not in working condition. Explain to your buyer that they cannot have all of the cracked roof tiles and torn screens fixed. Explain that minor blemishes are merely cosmetic items as defined by the contract and that the seller is not obligated to repair them. Carefully review each item on the inspection report with the buyer and make a list of only the **defective** items using the Inspection Notice List of Systems and Equipment Not in Working Condition Form.

Note that the Inspection Notice List of Systems and Equipment Not in Working Condition Form is for the “systems and equipment” and that you will also want to include an WDO, Radon, mold and/or permit reports with your list. Also, note that the contract now requires you to provide a **complete copy of all reports not just summary pages.**

Once you have carefully reviewed the inspection report and determined which items are not in “Working Condition” as that term is defined under the contract, and you have made your list using the new form, you are ready to complete the Inspection Notice Buyer’s Election and Seller’s Response Form.

This Inspection Notice Buyer’s Election and Seller’s Response Form is a three-part form. In Part 1 of the new form, check off which reports you will be sending to the seller. Recall that you **must attach COMPLETE copies of each report.**

Part two, and this part requires the selling agent to be strategic, the buyer must decide whether they want a credit, remedial action or a combination of a credit and remedial action. If the buyer wants a credit, then the buyer must check Box A under Part 2. The contract only allows a credit for the estimated cost of remedial action so, for example, a buyer can request a credit for cost of repairs to a leaky roof but cannot request a credit for the cost of a new roof. Additionally, the credit request must be evidenced by **written** estimates/proposals issued by appropriately licensed persons.

If the buyer wants remedial action instead of a credit, then the buyer checks Box B under Part 2 of the contract and the burden is on the seller to complete the remedial action on the defective items prior to closing.

If the buyer elects a combination, then the buyer should check Box C on the Inspection Notice. The buyer should not check Box A and B or Boxes A, B and C. Once Box C is checked, there is

a blank where the buyer may state the credit amount and refer to the attached Inspection Notice List.

At this point in the closing process, it is strongly recommended that the selling and listing agents establish a dialogue with their respective customers and each other, to determine what the buyer should ask for and what the seller is willing to agree to. For example, if the seller states that they will not remediate but will give a credit and the Realtors wants a successful closing, then it may be best for the selling agent to recommend that their buyer ask for a credit. The reverse is also true. If the buyer wants a credit but the seller is insisting on remediating the items, the selling agent should explain to the buyer that the seller must use licensed persons for the repairs, the repairs must be completed to code and the buyer will have an opportunity to inspect the work at the walk-through inspection prior to closing. Moreover, if the seller fails to make proper repairs the contract requires that 200% of the estimated repair costs be held in escrow until the repairs are completed. Recall that it is the buyer's option to ask for a credit or remediation but the experienced Realtor will guide their customers based on the conversations with the other side.

Once Part 1 and Part 2 are completed, the Realtor should transmit the Inspection Notice, List and reports to the listing agent for a response. This transmission starts the seller's 10-day response period.

Not later than 10 days after receipt of the complete inspection report(s) and Buyer's Election, the seller shall notify the buyer whether the seller agrees to, rejects or counters the Buyer's Election. If the seller accepts the credit or remediation, the seller should indicate so in Part 3 of the form by checking Box A, and signing the form. At this point, the closing process will continue and the seller will complete remediation or give a credit.

If the seller rejects or counters the buyer's election with respect to any "Defective Inspection Item(s)", then the buyer may terminate the contract. However, the keywords are "Defective Inspection Items". If the buyer asks for a credit or remediation for cosmetic items and the seller refuses, the refusal is not a rejection or counter for which the buyer may terminate the contract. In fact, it may be a breach of the contract by the buyer, and the seller's remedy is to demand that a correct inspection election be transmitted within a reasonable time to cure the breach.

Assuming that the buyer has only asked for Defective Items to be repaired and the seller desires to reject the request, then the seller should indicate so in Part 3, Box B of the Inspection Notice Form, and return the signed form to the buyer. This will give the buyer 5 days to decide whether they want to take the property as-is or terminate the contract and receive their deposit back.

If the seller wants to counter the inspection election, then the seller should indicate so in Part 3, Box C of the Inspection Notice Form. The seller should then write their counter-proposal in the blank and sign the form. This counter to the buyer's election is deemed a rejection by the contract and the buyer will have 5 days to take the property as-is or terminate. However, by marking Box C and writing a counter-proposal, the seller is indicating that they are willing to give some concessions in the deal and the seller is opening the door for the buyer to negotiate the credit or remedial action.

At this point in the inspection process, Realtors who want to salvage the deal must work diligently with their customers. Some options include revising the list of remedial action items, decreasing the credit amount, or coming up with a combination of remedial actions and credits that both parties agree to. It may be helpful for the seller to get estimates of his or her own so that the seller can make a meaningful counter to a credit request. If remedial action is requested, the seller should definitely get estimates before countering or rejecting as most inspection items can be handled by a handyman at minimal expense.

The Inspection Period and Buyers Election for repairs comprise the most intricate and difficult portion of the contract to close cycle in the NABOR contract. Realtors must be diligent and aware during these time sensitive periods 1) Inspection Period = 15 days, 2) Buyers Election = 5 days, and 3) Sellers response = 10 Days. Agents are encouraged to communicate regularly with their Customers and with each other to insure the workflow produces the best possible results for buyer and seller alike. Buyer's agents must set realistic expectations for their buyers regarding defective versus cosmetic conditions identified during their inspections. Selling agents must encourage their sellers to address all truly defective items via agreeing to repair or provide credit to the buyer, for these items will not disappear if the current contract does not close. We hope that we have provided you with several ideas and best practices for success during this critical period in your Contract, and wish you the very best of smooth closings!!

EXPLANATION OF NABOR'S CONTRACT AND FORM REVISIONS DUE TO NEWLY-IMPOSED CFPB AND DODD-FRANK REQUIREMENTS

*By: Kevin R. Lottes, Esq.
Board Certified Real Estate Attorney
2015 Legal Recourses Committee Chairman*

Introduction

Recent federal statutory and regulatory changes, including: (a) the Integrated Mortgage Disclosure Rule promulgated by the Consumer Financial Protection Bureau ("CFPB"), which takes effect on October 3, 2015 and applies to residential mortgage loan applications made on or after that date; and (b) the recently-effective Dodd-Frank Wall Street Reform and Consumer Protection Act, have necessitated changes to NABOR's sales contracts and several of NABOR's contract-related forms to keep such contracts and forms in compliance with these changes to the federal law.

This is an explanation and guide to the most significant revisions for REALTORS which have been made to the NABOR sales contracts and to several of the related forms. All of the revised forms have been reissued bearing the new copyright date of October 3, 2015 shown as © 10/3/2015 which appears in the lower right hand corner of each revised form. This article addresses the most significant revisions affecting buyers, sellers and REALTORS.

Please note that while the new forms must be used starting October 3, 2015, they can (and should) be used in contracts having an Effective Date prior to October 3, 2015 as well; however, to the extent that an effective sales contract exists prior to October 3, 2015 on the "old" forms, such contracts will not have to be revised or amended, provided that the Buyer has made loan application (as defined by the CFPB Rule) prior to October 3, 2015.

As in the past, all of the revised forms will be released in late September, 2015 and will be available at NABOR.com, Transaction Desk and Florida Realtors' website or in ZipForms disk format that you can order through the NABOR Store.

The Sales Contracts – Improved Property, AS-IS and Vacant Land

(The particular paragraph references here refer to each of the NABOR Sales Contracts (Residential Improved Property, AS-IS and Residential Vacant Land))

- **REVISED Clarification of "Cash/No Financing Contingency" Contracts, Paragraph 4(A):** The title of newly revised Sales Contract Paragraph 4(A) has been changed from "CASH" to "CASH/FINANCING WITHOUT CONTINGENCY". In addition, Paragraph 4(A) has been revised to clarify that the buyer, under Paragraph 4(A), may obtain a loan for the purchase of the property, there is no financing contingency and that, if a buyer elects to finance the purchase despite the lack of a financing contingency, the buyer shall remain required to timely close on the Closing Date, notwithstanding any terms or conditions imposed by the buyer's lender and/or any requirements of the CFPB Rule.
- **REVISED Financing Contingency – Time for Buyer to Make Loan Application, Requirements Concerning Loan Application, Paragraph 4(B):** Under Paragraph 4(B) the deadline for a buyer to make loan application as defined in the CFPB Rule (unless the applicable blank in Paragraph 4(B) is completed) has been reduced to 5 days after the Effective Date (as opposed to previous contractual deadline of 10 days after the Effective Date). Also, the buyer must, in addition to using good faith and diligent effort to obtain the specified mortgage financing, comply with all applicable requirements of the lender and the CFPB Rule relative to the loan process.
- **REVISED Financing Contingency – Termination of Contract by Buyer, Paragraph 4(B):** Although Paragraph 4(B) continues to permit a buyer who wishes to terminate the Sales Contract under the financing contingency to do so by simultaneously providing, with such termination, a proper Equal Credit Opportunity Act "statement of adverse credit action", Paragraph 4(B) has been revised to enable a terminating buyer who has received neither loan approval nor loan denial to provide "other evidence" that the buyer has made Loan Application and made diligent and good faith efforts to meet all applicable requirements of the lender and the CFPB Rule.
- **REVISED Financing Contingency – Buyer's Limited Right to Extend Closing Date if Financing Contingency is Waived, Paragraph 4(B):** Sales Contract Paragraph 4(B) has been amended to extend, from 5 days to 10 days, the period by which a buyer may unilaterally elect to extend the Closing Date if: (a) the buyer waives the Financing Contingency under Paragraph 4(B); and (b) the delay of the Closing is caused solely by the lender and/or necessitated by the CFPB Rule.

Addendum to Sales Contract – Seller Financing

- **REVISED Addendum to Sales Contract – Seller Financing:** NABOR’s “Addendum to Sales Contract – Seller Financing” has been substantially revised to comply with the newly imposed Federal requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”). Among other things, the provisions of the revised Seller Financing Addendum:
 - Strongly Advise both Seller and Buyer (in all caps) to “consult with legal counsel prior to signing” the Addendum and state that the seller financing must either comply with the applicable provisions of Dodd-Frank or fall within one of the two exclusions set forth in Paragraph 8 of the Addendum (Preamble);
 - Allow either Buyer or Seller to terminate the Sales Contract within 10 days after the Effective Date if the seller financing does not either comply with Dodd-Frank or fall within one of the two exclusions set forth in Paragraph 8 of the Addendum (Paragraph 1);
 - Require the Buyer, within 5 days after the Effective Date, to furnish such credit, financial, employment or other information about Buyer as is reasonably required by Seller to evaluate Buyer’s credit worthiness (the “Credit Information”). Thereafter, if Seller declines to provide the seller financing based on Buyer’s credit worthiness, Seller may do so by notifying Buyer by no later than 5 days after receipt of Buyer’s Credit Information, whereupon Buyer may terminate the Sales Contract by no later than 5 days after Seller notifies Buyer that Seller has declined to provide the seller financing (Paragraph 2);
 - Contain the specific terms of the seller financing (Paragraphs 3, 4 and 5);
 - Establish that the Buyer, at Buyer’s expense, shall prepare the note and mortgage for Seller’s review and approval and that the Buyer shall pay the documentary stamps, intangible taxes and recording fees relative to the note and mortgage (Paragraphs 4 and 6); and
 - Outline the two statutory and regulatory exclusions from Dodd-Frank which relate to seller financing (Paragraph 8).

Sales Contract – Related Forms

- **REVISED Financing Contingency Waiver:** The only change to the Financing Contingency Waiver form is a new provision, in bold print and in all caps which states: “BUYER IS ADVISED TO CONSULT WITH BUYER’S CREDITOR/LENDER AND/OR LEGAL COUNSEL PRIOR TO SIGNING THIS FORM”.
- **REVISED Financing Contingency Buyer Termination Notice:** This form has been slightly revised to incorporate changes made to Paragraph 4(B) of the Sales Contract which enable a terminating buyer who has received neither loan approval nor loan denial to provide “other evidence” that the buyer has made Loan Application and made diligent and good faith efforts to meet all applicable requirements of the lender and the CFPB Rule.

As stated above, this article does not address every change in every form. Please read and re-familiarize yourself with the revised forms before using them. Also, do not mix old forms with new forms – section numbers and time periods have been updated. We hope that you will agree that, with these additions and revisions, NABOR’s forms remain the best in the business.

NABOR® 'S 2017 FORMS – A SUMMARY OF NEW REVISIONS

By: Kevin R. Lottes, Esq., Board Certified Real Estate Attorney

INTRODUCTION

Approximately every two years, the members of the NABOR® Legal Resources Committee review and update NABOR®'s forms to address changes in the law and the real estate marketplace. The revised NABOR® forms are the product of more than one year's worth of study, input, evaluation and deliberation by the REALTOR® and attorney members of NABOR®'s Legal Resources Committee. The updated forms have been approved by the Boards of Directors of NABOR®, the Marco Island Association of Realtors and the Collier County Bar Association and are now available for your use.

All of NABOR® 's forms have been reissued bearing the new copyright date of January 1, 2017, shown as "© 1/1/2017" which appears in the lower right hand corner of each NABOR® form, and all older versions of the NABOR® forms should be discarded.

While this article does not address every change in every form and each of the revised forms should be reviewed carefully, following is an explanation and guide to the most significant revisions affecting buyers, sellers and REALTORS® which have been made to the NABOR® forms.

As in the past, all of the revised forms are available at NABOR® .com, Transaction Desk and Florida Realtors®' website and in ZipForms disk format that can be ordered through the NABOR® Store. In addition, NABOR® will be offering several live seminars focusing on the changes to the NABOR® forms.

SALES CONTRACT AND RELATED FORMS

SALES CONTRACT

(NOTE: The paragraph references are to the Sales Contract (Residential Improved Property). Identical changes have been made to the corresponding sections of the Sales Contract-AS-IS (Residential Improved Property) (unless noted with a ++) and the Sales Contract (Residential Vacant Land) (unless noted with a **)).

NEW Inclusion of Certain Items as Part of the Property, Sales Contract Page 1**: The first page of the Sales Contract has been revised to include, as part of the Property to be conveyed, all non-leased fixtures as well as the following items existing on the Effective Date: "built-in-appliances and beverage cooler(s)/dispenser(s); attached lighting; ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-visual, home entertainment and/or home sound systems including all operational components and software; hurricane/storm shutters and panels; central vacuum system including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system including cameras; drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment."

REVISED Inclusion of Certain Additional Items of Personal Property, Sales Contract Page 1**: Page 1 of the Sales Contract has also been modified to include the following new items of Personal Property to be conveyed, provided such items exist as of the Effective Date:

- pool or solar cover;
- child safety pool fence; and
- automated pool cleaning equipment

RELOCATED Condo/HOA and Governmentally Imposed Liens and Special Assessments, Paragraph 6: The substantive provisions of former Sales Contract Standards E(8) and F(8) have been relocated as new Sales Contract Paragraph 6.

NEW Existing Leases with Post-Closing Occupancy, Paragraph 7: If the Property is subject to one or more leases or rental agreements for which occupancy will occur and/or extend after closing, the “checkbox” in the first line of Sales Contract paragraph 7 must be checked. If the checkbox is checked, the Seller is required, by no later than 5 days after the Effective Date, to provide the Buyer with copies of all written Leases, as well as complete information regarding the terms of all Leases (defined in the Sales Contract as the “Lease Information”). The Buyer then has the right, until 5 days after receipt of the Lease Information, to terminate the Sales Contract if, in the Buyer’s discretion, such Lease Information is unacceptable to the Buyer. If the Seller fails to timely deliver the Lease Information to the Buyer, the Buyer may terminate the Sales Contract no later than 10 days after the Effective Date.

REVISED Deadline for Buyer to Have Property Surveyed and to Notify Seller of Survey Objections, Standard C(1): Sales Contract Standard C(1) has been revised to provide that the deadline for the Buyer to have the Property surveyed and to notify the Seller of any Survey Objections is now 10 days prior to the Closing Date.

NEW Mandatory/Bundled Club Membership Disclosure, Standard D(1)(l): This newly created Standard discloses that the Property is or may be located in a community with a mandatory or bundled club membership and that, if so, the Buyer may be required to pay fees, dues and other charges imposed by the club. This newly added disclosure also recommends that the Buyer should contact said club if the Buyer has any questions or seeks information concerning the club.

REVISED Methods of Mold Testing, Standard D(2)(a)(5)++;** Sales Contract Standard D(2)(a)(5) has been revised to provide that testing for the presence of toxic or pathogenic molds may be conducted by air, surface, dust and/or other accepted industry sampling methods.

REVISED Defective Inspection Items and Related Issues, Standard (D)(2)(b)++;** Sales Contract Standard D(2)(b) has been revised/clarified in several respects:

- If the Buyer elects recourse from Seller (i.e., to request Remedial Action or a credit at closing) for Defective Inspection Items, the Buyer must provide to the Seller a complete copy (as opposed to only portions) of the inspection reports documenting the Defective Inspection Items;
- If the Buyer requests that the Seller provide a credit at closing for any Defective Inspection Items, the Buyer must provide written proposals for estimates from parties appropriately licensed to perform such Remedial Action to substantiate the amount of the requested credit;
- If the Seller counters the Buyer’s request for either Remedial Action or a credit at closing for Defective Inspection Items and if Buyer then fails to terminate the Sales Contract within 5 days after receipt of Seller’s counter, the Buyer is deemed to have accepted Seller’s counterproposal;
- In the event that funds are to be escrowed from the Seller’s proceeds due to the Seller’s failure to complete agreed upon Remedial Action Prior to closing:
 - the amount to be escrowed shall be 200% of the estimated costs of completing the Remedial Action as shown in written proposals without regard to any deposit prepaid by Seller for such Remedial Action; and
 - the escrowed sum is not a cap on the Seller’s liability for completion of the Remedial Action.

NEW Buyers Reimbursement of Wire Transfer Fee Shortages, Standard F(14); Newly created Sales Contract Standard F(14) requires the Buyer to reimburse the closing agent for any deposit and closing funds shortages due to deduction of wire transfer fees.

REVISED FIRPTA Withholding, Standard M; Sales Contract Standard M has been revised to incorporate recently-enacted changes to FIRPTA under Federal law and to describe, in greater detail, those circumstances in which FIRPTA withholding is required or exempted, as well as applicable withholding amounts under FIRPTA.

NEW Authorization to Provide Settlement Statements, Standard R(15); Newly created Sales Contract Standard R(15) provides that the closing agent is authorized to provide copies of the ALTA and other settlement statements to all brokers and attorneys associated with the transaction.

NEW No Modification of Listing Contract or MLS Offer of Compensation, End of Sales Contract; The end of the Sales Contract now contains the following sentence: "THIS CONTRACT SHALL NOT MODIFY THE LISTING CONTRACT OR ANY MLS OR OTHER OFFER OF COMPENSATION MADE BY SELLER OR LISTING BROKER TO COOPERATING BROKERS."

FORMER NABOR® SPECIAL CLAUSES – NOW NEW NABOR® SALES CONTRACT ADDENDA

The following NEW NABOR® Sales Contract Addenda have been created to replace the prior NABOR® "Special Clauses":

Addendum to Sales Contract – Sale of Buyer’s Existing Property: This new Addendum makes the Sales Contract contingent upon the closing and disbursement on the sale of other property owned by the Buyer by a specified date, failing which either Buyer or Seller may terminate the Sales Contract.

Addendum to Sales Contract – Survey Inspection: This new Addendum allows the Buyer to obtain a survey to confirm that the Property is the same as was visually inspected by the Buyer and, if not, allows the Buyer to terminate the Sales Contract to no later than 15 days after the Effective Date.

Addendum to Sales Contract – Review By Advisor (Buyer): This new Addendum gives the Buyer a specified "Review Period" after the Effective Date within which to have the Sales Contract reviewed by Buyer’s accountant, attorney or other advisor and to terminate the Sales Contract for any reason within such Review Period.

Addendum to Sales Contract – Review By Advisor (Seller): This new Addendum gives the Seller a specified "Review Period" after the Effective Date within which to have the Sales Contract reviewed by Seller’s accountant, attorney or other advisor and to terminate the Sales Contract for any reason within such Review Period.

FORMS WITH NEW NAMES

Amendment to Sales Contract – Pre-Closing Occupancy has been renamed from the previous form entitled "Addendum to Sales Contract – Pre-Closing Occupancy".

Termination and Deposit Release Agreement has been renamed from the previous form entitled "Termination of Sales Contract and Deposit Release and Directive" to clarify the requirement that the document must be signed by BOTH Buyer and Seller in order for it to be effective.

NEW FORMS

Inspection Notice – List of Systems and Equipment Not in Working Condition: This new NABOR® form, which is intended to be used with the NABOR® “Inspection Notice – Buyer’s Election and Seller’s Response” form, allows the Buyer to specifically list all of the items of Systems and Equipment which are not in Working Condition for which the Buyer is making an election to request that the Seller perform Remedial Action (i.e., repair) and/or provide a credit at closing.

Termination of Sales Contract – Seller Notice: This new form permits the Seller to unilaterally terminate the Sales Contract in those circumstances in which the Seller is permitted to do so pursuant to any of the following NABOR® addenda:

- “Addendum to Sales Contract – Seller Financing”;
- “Addendum to Sales Contract – Short Sale”; or
- “Addendum to Sales Contract – Simultaneous Closing (Developer)”

MISCELLANEOUS SALES CONTRACT FORMS

Inspection Notice – Buyer’s Election and Seller’s Response: This document has been revised in several ways, including the following:

- Part 1 of the form has been revised to conform to the revised terms of the Sales Contract which require that, with respect to claimed Defective Inspection Items, the Buyer must attach complete copies of any inspection report(s) documenting the Defective Inspection Items;
- Part 2 of the document has been revised to require that, in circumstances in which the Buyer requests a credit based on Defective Inspection Items, the Buyer provide the Seller with written estimates/proposals which evidence the amount of the credit requested by the Buyer; and
- Part 3 of the form has been modified to conform to the terms of the revised Sales Contract which now provide that, if the Seller rejects or “counters” the Buyer’s proper request for Remedial Action and/or a credit at closing, the Buyer then has the right to terminate the Sales Contract until 5 days after the earlier to occur of: (a) after the date that Seller rejects or “counters” the Buyer’s request for Remedial Action and/or a credit at Closing; or (b) the Seller’s Response Deadline, failing which the Buyer is deemed to have accepted the Seller’s Response to the Buyer’s Election.

Seller’s Disclosure Statement (Residential Improved Property): This form has been revised in several respects, including:

- The reference to Polybutylene Piping, as previously contained in Paragraph 3 of the Seller’s Disclosure Statement, has been eliminated; and
- Section 19 of the Seller’s Disclosure Statement has been revised to add the following question: “Do you have a prior owner’s title policy to provide to the Buyer?”.

Addendum to Sales Contract – FIRPTA Buyer Residential Use Affidavit: This document, which was formerly entitled “Addendum to Sales Contract – FIRPTA Buyer Residential Use Exemption”, has been revised to incorporate recently enacted changes to Federal law which, under certain circumstances, permit the otherwise required withholding under FIRPTA to be eliminated (on transactions in which the Purchase Price is not greater than \$300,000) or reduced

from 15% to 10% of the Purchase Price (on transactions in which the Purchase is more than \$300,000 but not greater than \$1,000,000). This Addendum also prohibits the Buyer from unilaterally assigning the Sales Contract to another person or entity.

Addendum to Sales Contract – Seller’s Right to Make Back-Up Contract Primary

Contract: This form has been slightly revised to change the Closing Date in instances where a Back-up Contract becomes the “primary contract” to the later of: (a) the Closing Date identified in Paragraph 3 of the Sales Contract; or (b) the date 45 days after the additional deposit referenced in this Addendum is paid.

Homeowners’ Association Disclosure Summary: The “note” in the preamble of this document has been revised to clarify that: (a) a separate Homeowners’ Association Disclosure Summary should be completed and signed for each homeowners’ association in which membership is mandatory; and (b) the form should not be used to disclose membership requirements, assessments or other fees imposed by a condominium or cooperative association.

Termination of Sales Contract – Buyer Notice: This form, which replaces the previous form entitled “Buyer’s Termination Notice and Directive”, permits the Buyer to unilaterally terminate the Sales Contract in circumstances where the Buyer is permitted to do so under the NABOR® “AS IS Sales Contract” or any of the following NABOR® addenda:

- “Addendum to Sales Contract – ‘AS IS’ Sale of Property/Due Diligence”;
- “Addendum to Sales Contract – Appraisal Contingency”;
- “Addendum to Sales Contract – Back-Up Contract”;
- “Addendum to Sales Contract – Defective Drywall Disclosure and Inspection Contingency”;
- “Addendum to Sales Contract – Homeowner Documents Review”;
- “Addendum to Sales Contract – Lead-Based Paint and/or Lead-Based Paint Hazards”;
- “Addendum to Sales Contract – Lease Back by Seller”;
- “Addendum to Sales Contract – Personal Property Inventory”;
- “Addendum to Sales Contract – Right to Inspect and Right to Terminate”;
- “Addendum to Sales Contract – Seller Financing”;
- “Addendum to Sales Contract – Short Sale”;
- “Addendum to Sales Contract – Simultaneous Closing (Developer)”;
- “Addendum to Sales Contract – Visual Inspection of Property by Buyer”

LISTING CONTRACTS AND RELATED FORMS

EXCLUSIVE LISTING CONTRACT

(NOTE: The paragraph references are to the Listing of Residential Improved Property Exclusive Right and Authority to Sell Contract. The identical changes have also been made to the corresponding sections of the Listing of Vacant Land Exclusive Right and Authority to Sell Contract (unless noted with **)).

NEW Inclusion of Certain Non-Leased Fixtures, Page 1**: The first page has been revised to include, as part of the Property to be sold, all non-leased fixtures as well as the following items existing on the Effective Date: “built-in-appliances and beverage cooler(s)/dispenser(s); attached lighting; ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-visual, home entertainment and/or home sound systems including all operational components and software; hurricane/storm shutters and panels; central vacuum system including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system including cameras; drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment”.

REVISED Inclusion of Certain Additional Items of Personal Property, Page 1:** Page 1 has also been modified to include the following **new** items of Personal Property to be sold, provided such items exist as of the Effective Date:

- pool or solar cover;
- child safety pool fence; and
- automated pool cleaning equipment

NEW Safety Hazards; Non-liability and Indemnification of Broker, Paragraph 4(C): The newly added provisions of Paragraph 4(C) requires the Seller to “inspect the Property from time to time and prior to any scheduled inspections or presentations of the Property to detect and remove safety hazards or unsafe conditions on the Property” and to take reasonable actions and precautions to minimize the risk of personal injury. In addition, this new provision provides that the listing Broker shall not be liable for, and that the Seller shall indemnify the listing Broker against, injuries, losses or damage suffered on the Property or for any theft of Seller’s property, except when caused by the listing Broker’s gross negligence or intentional wrongdoing.

NEW Condo/HOA and Governmentally Imposed Liens and Special Assessments, Paragraph 8: This new paragraph has been added to correspond to the substantive provisions new Sales Contract Paragraph 6.

BUYER BROKER EXCLUDING AGREEMENT

REVISED: Paragraph 5 of this form has been slightly revised to confirm that, if the Compensation paid by the Seller to the (Buyer’s) Broker is less than the Compensation due to (Buyer’s) Broker under the Buyer Broker Exclusive Agreement, the Buyer shall pay the difference to the (Buyer’s) Broker.

As stated above, this article does not address every change in every form. Please read and re-familiarize yourself with the revised forms before using them. Also, do not mix old forms with new forms – section numbers and time periods have been updated. We hope that you will agree that, with these additions and revisions, NABOR® ’s forms remain the best in the business.