

Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



This Exclusive Right of Sale Listing Agreement ("Agreement") is between _____ ("Seller") and _____ ("Broker").

1. AUTHORITY TO SELL PROPERTY Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning the ____ day of _____, and terminating at 11:59 p.m. the ____ day of _____ ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

2. DESCRIPTION OF PROPERTY:

- (a) Real Property Street Address: _____

 See Attachment _____
- (b) Personal Property, including appliances: _____

I: See Attachment _____
- (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires _____

3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller:

- (a) Price: _____
- (b) Financing Terms: I: Cash Conventional VA FHA Other _____
I: Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____ with the following terms:

Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in _____, at an interest rate of _____ % fixed variable (describe) _____

Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

(c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed _____% of the purchase price; and any other expenses Seller agrees to pay in connection with a transaction.

4. BROKER OBLIGATIONS AND AUTHORITY Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller authorizes Broker to:

- (a) Advertise the Property as Broker deems advisable in newspapers, publications, computer networks including the Internet and other media; place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales contract); and use Seller's name in connection with marketing or advertising the Property;
- (b) Obtain information relating to the present mortgage(s) on the Property.
- (c) Place the property in a multiple listing service(s) (MLS). Seller authorizes Broker to report to the MLS/Association of Realtors® this listing information and price, terms and financing information on any resulting sale. Seller authorizes Broker, the MLS and/or Association of Realtors® to use, license or sell the active listing and sold data.
- (d) Provide objective comparative market analysis information to potential buyers; and
- (e) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and releases Broker, persons working through Broker and Broker's local Realtor Board / Association from all liability and responsibility in connection with any loss that occurs. I: Withhold verbal offers. I: Withhold all offers once Seller accepts a sales contract for the Property.
- (f) Act as a single agent of Seller with consent to transition to transaction broker.

5. SELLER OBLIGATIONS: In consideration of Broker's obligations, Seller agrees to:

- (a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- (b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.
- (c) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property.
- (d) Indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's

fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.

(e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).

(f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.) other than the following: _____

Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

(g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

6. COMPENSATION: **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to **Seller**.

Seller will pay **Broker** as follows (plus applicable sales tax):

(a) _____ % of the total purchase price OR \$ _____, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.

(b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.

(c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.

(d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by **Broker, Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within _____ days after Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Seller, Broker** or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.

(e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive _____ % of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: **Broker's** office policy is to cooperate with all other brokers except when not in **Seller's** best interest: **1:i** and to offer compensation in the amount of _____ % of the purchase price or \$ _____ to **Buyer's** agents, who represent the interest of the buyers, and not the interest of **Seller** in a transaction; **1:i** and to offer compensation in the amount of _____ % of the purchase price or \$ _____ to a broker who has no brokerage relationship with the **Buyer** or **Seller**; **1:I** and to offer compensation in the amount of _____ % of the purchase price or \$ _____ to Transaction brokers for the **Buyer**; **1:I** None of the above (if this is checked, the Property cannot be placed in the MLS.)

8. BROKERAGE RELATIONSHIP:

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, _____ 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; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

Date

Signature

CONSENT TO TRANSITION TO TRANSACTION BROKER

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 associates, 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 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.

_____ I agree that my agent may assume the role and duties of a transaction broker. (must be initialed or signed)

Date

Signature

Signature

TRANSACTION BROKER NOTICE

As a transaction broker, _____ and its associates, 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 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.

Date

Signature

Signature

9. CONDITIONAL TERMINATION: At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred in marketing the Property and pay a cancellation fee of \$ _____ plus applicable sales tax. **Broker** may void the conditional termination and **Seller** will pay the fee stated in paragraph 6(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.



Addendum to Listing Agreement

Listing Date _____ **Property Address** _____

1. Owner agrees , does not agree, to give full authorization to **Future Home Realty** and _____ with verbal and/or written permission, whichever comes first, to make any status changes deemed necessary for the purpose of working in Owner's best interest of marketing Owner's property to the fullest. This includes, but is not limited to, status changes such as: price changes, extensions, withdrawals, changes in terms or conditions or any other changes that work in Owner's best interests. Any changes in status will be followed in writing with a "Status Change Form".
2. Owner agrees, does not agree to put up a sold sign upon an accepted contract on the property.
3. Owner does, does not give permission, when advertising the property, to use such words as, desperate, owner must sell, divorce forces sale, foreclosure, etc., if such wording applies.
4. Owner has been given the opportunity to purchase a Home Warranty Plan, of which Owner accepts rejects. To decline the benefits of coverage I (we) agree not to hold Future Home Realty Broker, and/or agents liable for the repair or replacement of a system or appliance that would have otherwise have been covered by a Home Warranty Plan.
5. Owner agrees, does not agree to allow an additional copy of house keys for easier accessibility of service staff.
6. Owner instructs Broker / Agent to:
 - enter this property into the Multiple Listing System (MLS) without delay.
 - delay entry of this property into the Multiple Listing System (MLS) until _____ (Date).
7. Owner agrees that should commission and / or withdrawal fees be due but not paid, Future Home Realty may place a lien upon the property to secure payment.
8. Owner agrees that an Electronic or Combination Lock Box will be used to secure property as per listing agreement paragraph 4.

Please Initial:

_____ I (We) the Owner(s) require all offers from buyer's agents to be presented through the listing Office / Agent no buyer's agent present.

Future Home Realty – Robert McDugald

Agent Name _____

Owner(s) _____

Date _____

Owner(s) _____

Date _____

Short Sale Addendum to Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



A short sale generally occurs when the Seller's net sale proceeds after payment of customary closing costs from the sale of real property are insufficient to pay outstanding mortgage and/or other lien(s) in full at closing. Typically, a short sale seller is in default of loan or lien obligations and is able to document the financial inability to meet ongoing repayment obligations.

The following provisions are made a part of the Exclusive Right of Sale Listing Agreement between

_____ (Seller) and
_____ (Broker) concerning the Property located
at _____.

- 1. Seller** authorizes **Broker** and its agent (whether serving as transaction broker or single agent) to: (a) market the Property as a short sale or pre-foreclosure property in the MLS, in accordance with the MLS rules and regulations or other marketing medium; and (b) continue to market the Property for sale according to the MLS rules and regulations until Seller's lender(s) and/or lien holder(s) (collectively the "Lender") approves the short sale; and (c) disclose or provide any requested information or documentation to the Lender for the purpose of obtaining approval from the Lender in connection with the sale of the listed property; and (d) contact the Lender's loss mitigation or similar department to obtain loan and/or lien status, account and payoff -related information; and (e) provide comparables, broker price opinions (information regarding comparable properties, general condition of the community and the condition of the Property in relation to the other properties in the community), MLS and other data documenting the current value of the Property; and (f) provide any and all mortgage and/or other lien account and payoff information to prospective buyers and/or their agents or brokers; and (g) coordinate visual inspection of the Property by authorized representative(s) of the Lender.
- 2. Seller** authorizes Broker and its agent to include a contingency for: (a) approval of the purchase price and all other terms of the sales contract by Seller's Lender; and (b) Lender's agreement to accept a payoff which is less than the balance owed on the loan and/or lien; and (c) Lender's issuance of a release and satisfaction of the mortgage(s) and/or lien(s) upon Lender's receipt of the reduced payoff amount(s).
- 3. Seller** shall promptly (upon request) furnish the Lender with copies of the executed purchase and sale contract, preliminary closing statement prepared by the closing agent, seller's financial information such as pay stubs, tax returns, bank statements, medical bills, a hardship letter outlining Seller's financial difficulties to justify the short sale, proof of Seller's assets and liabilities, homeowner or condominium association lien status letters (when applicable) and any other documentation Lender deems necessary to substantiate Seller's inability to make repayment obligations to the Lender.
- 4. Seller** acknowledges that the commission offered to a cooperating broker under the listing agreement may be modified if Lender reduces the compensation to be paid to **Broker**.
- 5. Seller** acknowledges that: (a) Seller will not receive any net sales proceeds at closing and may be required by the lender to deposit own funds into escrow; and (b) sale of the Property is possible if the Lender agrees to take less than what was owed as a payoff and that the Lender may require the Seller to pay the difference of what was owed as a deficiency judgment; and (c) if Lender refuses to honor the approved discount(s) and closing is not possible, the Property could go to foreclosure; and (d) if the short sale is successful and there is no deficiency judgment, the discount received may become a taxable event to the Seller. Seller may also be taxed on gain in the value of the property from the date of Seller's purchase to the date of the sale. Seller is advised that other options, including but not limited to modification of the existing loan/lien, refinancing, bankruptcy, foreclosure or deed in lieu of foreclosure may be more appropriate than a short sale. Seller is advised to consult with the appropriate legal, tax and financial professionals.

This addendum amends the above-referenced listing agreement between **Seller** and **Broker**. All other non-conflicting provisions of that agreement remain in full force and effect.

SELLER

DATE

SELLER

DATE

BROKER

DATE

LISTING ASSOCIATE

DATE



SELLER'S ESTIMATED CLOSING STATEMENT

Sellers: _____ Date: _____

Property: _____

Selling Price.....	\$ _____
Less:	
Broker's Professional Fee..... @ ____%	\$ _____
Total Title Closing Costs.....	\$ _____
Stamps on the Deed (\$.70 per 100.00).....	\$ _____
Attorney's Fees.....	\$ _____
Interest to Closing..... PRO-RATED...	\$ _____
Property Taxes..... PRO-RATED...	\$ _____
Recording Fees.....	\$ _____
Home Warranty.....	\$ _____
Express / Courier / Wire Fees.....	\$ _____
Termite Inspection (VA Only).....	\$ _____
Mortgage Discount Points.....	\$ _____
Processing Fee to Future Home Realty.....	\$ _____
Other.....	\$ _____
Estimated Sales Cost.....	\$ _____
 Net Proceeds from Sale.....	 \$ _____
Less:	
Existing Mortgage.....	\$ _____
Other Mortgages.....	\$ _____
Total Mortgages.....	\$ _____
Proceeds at Settlement.....	\$ _____

This form is used to estimate the probable charges incurred in the sale of a home. It is based on current fees locally being charged. This does not guarantee and/or certify that expenses may not exceed or be less than this estimate.

Please be advised your obligation for repairs and/or wood destroying organisms could be up to a maximum of \$ _____ for repairs and \$ _____ for wood destroying organisms. These possible costs are not included in your net proceeds.

Seller Date

Seller Date



AFFILIATED BUSINESS DISCLOSURE STATEMENT

Date: _____

Buyer(s): _____

Seller(s): _____

Property Address: _____

This is to give notice that Future Home Realty, Inc. and its owners / associates may have a business relationship with Innovative Mortgage Services, Inc., Impact Title Services, Inc., Home Warranty Companies, Insurance Companies and/or _____ through ownership interest or may receive compensation from such companies. Because of this relationship, one or more of these referrals may provide Future Home Realty, Inc. and it's owners / associates with a financial or other benefit. **YOU ARE NOT OBLIGATED TO USE ANY OF THESE COMPANIES AS A CONDITION FOR BUYING OR SELLING THIS PROPERTY. THERE ARE FREQUENTLY OTHER SETTLEMENT AND MORTGATGE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Buyer and Seller agree to hold **Future Home Realty** and its associates / staff harmless from any responsibility regarding recommendations of any specific licensed people/companies whether referred to by Future Home Realty or not, including, but not limited to contractors, decorators, handymen, repair services, carpet companies, cleaning services, home inspection companies, home warranty companies, pest control companies, mortgage companies, title service companies, closing companies, and any other trade or service companies.

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date

Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: _____

SELLER HAS HAS NOT OCCUPIED THE PROPERTY.

DATE SELLER PURCHASED PROPERTY? _____

IS THE PROPERTY CURRENTLY LEASED? NO YES TERMINATION DATE OF LEASE: _____

DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES ; YEAR _____

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: _____

LEGAL DESCRIPTION: _____

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO YES If yes, explain: _____

b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO YES If yes, explain: _____

2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

a. of any deed or homeowner restrictions? NO YES

b. of any proposed changes to any of the restrictions? NO YES

c. of any resale restrictions? NO YES

d. of any restrictions on leasing the property? NO YES

e. If any answer to questions 2a-2e is yes, please explain: _____

f. Are access roads private public CI? If private, describe the terms and conditions of the maintenance agreement: _____

g. If there is a homeowner association, is membership mandatory? NO YES and are fees charged by the homeowner association? NO YES If yes, explain: _____

Are You Aware:

a. if you have ever had the property surveyed? NO YES Date: _____

b. if the property was surveyed, did you receive an elevation certificate? NO YES Date: _____

c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO YES

d. of any portion of the property that is fenced? NO YES

If any answer to questions 3a-3d is yes, please explain: _____

4. THE LAND:

Are You Aware:

- a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES
 - i. of any sinkhole insurance claim that has been made on subject property? NO YES
 - ii. if claim made, was claim paid? NO YES
 - iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO YES
- b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO YES
- c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO YES

If any answer to questions 4a-4c is yes, please explain: _____

5. ENVIRONMENT:

Was the property built before 1978? NO YES

Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____

- i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

- ii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

- b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES
- c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO YES

If any answer to questions 5a-5c is yes, please explain: _____

6. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO YES If yes, identify the zoning classification _____
- b. of any zoning violations or nonconforming uses? NO YES
- c. if the property is zoned for its current use? NO YES
- d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO YES
- e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO YES
- f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO YES

If any answer to questions 6a-6f is yes, please explain: _____

7. FLOOD:

Are You Aware:

- a. if any portion of the property is in a special flood hazard area? NO YES
- b. does the property require flood insurance? NO YES
- c. whether any improvements including additions, are located below the base flood elevation? NO YES
- d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO YES

e. if any portion of the property is seaward of the coastal construction control line? NO YES

If any answer to questions 7a-7e is yes, please explain: _____

8. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any improvements located on the property or any structural damage to the property by them? NO YES If yes, explain: _____

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO YES Date of inspection _____ If so, what was the outcome of the inspection? _____

c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO YES Date and type of treatment _____, Company name: _____

9. STRUCTURE-RELATED ITEMS:

Are You Aware:

a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO YES

b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO YES

c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO YES

d. of any active permits on the property which have not been closed by a final inspection? NO YES

If any answer to questions 9a-9d is yes, please explain: _____

10. ROOF-RELATED ITEMS:

Are You Aware:

a. of any roof or overhang defects? NO YES

b. if the roof has leaked since you owned the property? NO YES

c. if anything was done to correct the leaks? NO YES

d. if the roof has been replaced? NO YES If yes, when: _____

e. If there is a warranty on the roof? NO YES If yes, is it transferable? NO YES

f. If the roof been inspected within the last twelve months? NO YES

If any answer to questions 10a-10f is yes, please explain: _____

11. PLUMBING-RELATED ITEMS:

a. What is your drinking water source? Public Private Well Other Source U. If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? _____

b. Do you have a water conditioning system? NO YES If yes, type: _____ Owned Leased c. What is the balance owed on the system? \$ _____

d. Do you have a sewer or septic system CI? If septic system describe the location of each system: _____

e. Are you aware of any septic tanks or wells on the property which are not currently being used? NO YES If yes, explain: _____

f. Are you aware of any plumbing leaks since you have owned the property? NO YES If yes, explain: _____

g. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO YES If yes, explain: _____

12. POOLS/HOT TUBS/SPAS:

- a. Does the property have a swimming pool? NO YES Hot tub? NO YES Spa? NO YES
- b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? NO YES For the spa? NO YES For the hot tub? NO YES
- c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements Approved safety pool cover
Required door and window exit alarms Required door locks none
- d. Are you aware of any conditions regarding these items that materially affect the value of the property? NO YES If yes, explain: _____

13. MAJOR APPLIANCES:

Indicate existing equipment:

Range Oven Microwave Dishwasher Garbage Disposal Trash Compactor Refrigerator
Freezer Washer Dryer

Are any of these appliances leased? NO YES Are any of these gas appliances? NO YES

Is the water heater: owned leased CI; Is the water heater: electric gas

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO YES If yes, explain: _____

14. ELECTRICAL SYSTEM:

Are You Aware:

a. of any damaged or malfunctioning switches, receptacles, or wiring? NO YES

b. of any conditions that materially affect the value or operating capacity of the electrical system? NO YES

If answers to questions 14a or 14b is yes, please explain: _____

15. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

Air conditioning:

Central Window/Wall Number of units _____

Other

Heating:

Electric Fuel Oil Gas

Solar Heating:

Owned Leased

Wood-burning stove: NO YES

Fireplace: NO YES Describe fireplace equipment: _____

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO YES If yes, explain: _____

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO YES Leased Owned Connected to Central Monitor Monthly Fee \$ _____

Smoke Detectors: NO YES CI, Number of smoke detectors? _____

Lawn Sprinkler System: NO YES Sprinkler water source: _____ If well is source, is there an iron filter? NO YES Is there a timer? NO YES Is the timer automatic? NO YES

Garage door openers? NO YES CI, Number of transmitters? _____, Humidistat? NO YES Humidifier? NO YES Electric air filters? NO YES Vent fans? NO YES

Paddle fans? NO YES CI, Number of paddle fans? _____

17. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO YES

If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: _____ Date: _____
(signature) (print)

Seller: _____ Date: _____
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____

_____ Date:

(signature) (print)

Buyer: _____

(signature) (print)

Date:

Seller's Mold Addendum to Disclosure

FLORIDA ASSOCIATION OF REALTORS®

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. ENVIRONMENT

Are You Aware:

a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____

i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

ii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: _____ / _____ Date: _____
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement. Buyer:

_____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) **B. Homeowners' Association:** The Property is located in a community with a voluntary
5* mandatory (see the disclosure summary below) homeowners' association ("Association"). **Seller's** warranty under
6 Paragraph **8** of the Contract and risk of loss under Paragraph **9** or Paragraph **H** of the Comprehensive Addendum (if
7 applicable) extend only to the Property and does not extend to common areas or facilities described below.

8 **Notice:** Association documents may be obtained from the county record office or, if not public record, from the developer or
9 Association manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of
10 properties in the community and may be subject to special assessments.

11 **(1) Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a purchaser, this
12* Contract is contingent on such approval by the Association. **Buyer** will apply for approval within ____ days from Effective
13 Date (5 days if left blank) and use diligent effort to obtain approval, including making personal appearances and paying
14 related fees if required. **Buyer** and **Seller** will sign and deliver any documents required by the Association to complete the
15 transfer. If **Buyer** is not approved, this Contract will terminate and **Seller** will return **Buyer's** deposit unless this Contract
16 provides otherwise.

17 **(2) Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent on the
18 Association deciding not to exercise such right. **Seller** will, within 3 days from receipt of the Association's decision, give
19 **Buyer** written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, **Buyer's**
20 deposit will be refunded unless this Contract provides otherwise and **Seller** will pay Broker's full commission at closing in
21 recognition that Broker procured the sale.

22 **(3) Fees:** **Buyer** will pay any application, transfer and initial membership fees charged by the Association. **Seller** will pay all
23 fines imposed against the Property as of Closing Date and any fees the Association charges to provide information about its
24 fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of
25 Closing Date. If, after the Effective Date, the Association imposes a special or other assessment for improvements, work or
26 services, **Seller** will pay all amounts due before Closing Date and **Buyer** will pay all amounts due after Closing Date. If special
27* assessments may be paid in installments **Buyer** **Seller** (if left blank, **Buyer**) shall pay installments due after Closing Date. If **Seller**
28 is checked, **Seller** will pay the assessment in full prior to or at the time of Closing. **Seller** represents that he/she is not aware of any
29 pending special or other assessment that the Association is considering except as follows:

30* \$ _____ per _____ to _____
31 The following dues/maintenance fees are currently charged by the homeowners' association:
32* \$ _____ per _____ to _____
33* \$ _____ per _____ to _____
34* \$ _____ per _____ to _____

35 **(4) Damage to Common Elements:** If any portion of the common element is damaged due to fire, hurricane or other casualty before
36 closing, either party may cancel the Contract and **Buyer's** deposit shall be refunded if (a) as a result of damage to the common
37 elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer**
38 elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5
39 days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the
40* damage to the common element is greater than \$ _____ or % _____ of the purchase price (1.5% if left blank).

41 **(5) Disclosure Summary for Mandatory Associations:** IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401,
42 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS
43 CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY **BUYER** BY DELIVERING TO **SELLER** OR **SELLER'S** AGENT OR
44 REPRESENTATIVE WRITTEN NOTICE OF THE **BUYER'S** INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE
45 DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS
46 VOIDABILITY RIGHT HAS NO EFFECT. **BUYER'S** RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

47* **Disclosure Summary For** (Name of Community) _____:

48 **(1)** AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A
49 HOMEOWNERS' ASSOCIATION.

50 **(2)** THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE
51 AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

52 **(3)** YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO
53* PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
54 YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH

55 (See Continuation)

56* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.

58* (____) (____) - (____)(____) **B. Homeowners' Association (CONTINUATION)**

59 SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS
60* \$ _____ PER _____.

61 **(4)** YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR
62 SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

63 **(5)** YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS'
64 ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

65 **(6)** THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY
66 USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE
67* CURRENT AMOUNT IS \$ _____ PER _____.

68 **(7)** THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL
69 OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

70 **(8)** THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A
71 PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING
72 DOCUMENTS BEFORE PURCHASING PROPERTY.

73 **(9)** THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD
74 OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED
75 FROM THE DEVELOPER.

76 Buyer acknowledges receipt of this summary before signing this Contract.

77* _____
78 **Buyer** _____ *Date* _____ **Buyer** _____ *Date* _____

79* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.

Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

FLORIDA ASSOCIATION OF REALTORS®



I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following Lead Warning Statement: "Every purchaser 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 inspection 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."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

Seller (____) (____) or **Landlord** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

- A.** The following Lead Warning Statement: "Housing 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 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
- B.** A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.
- C.** A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.
- D.** A statement by the tenant:
 - (1) affirming receipt of the information paragraph 3.B. and C. above; and
 - (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.
- E.** A statement by each real estate licensee/agent involved in the transaction that:
 - (1) the licensee/agent has informed you of your legal obligations; and
 - (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.
- F.** Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by _____
(licensee) to seller or landlord on the ____ day of _____, ____ .

Seller/Landlord makes the following disclosure to licensee:

- (1) Lead-based paint and lead-based paint hazards in the housing:** (check one)
- (a) Seller/Landlord** has no knowledge of LBP/LBPH in the housing.
 - (b) Seller/Landlord** knows of the following LBP/LBPH in the housing (describe all known additional information):

- (2) Available Records and Reports:** (check one)
- (a) Seller/Landlord** has no records or reports regarding LBP/LBPH in the housing.
 - (b) Seller/Landlord** has available the following documents regarding LBP/LBPH in the housing:

Seller/Landlord _____ **Date** _____ **Seller/Landlord** _____ **Date** _____

Seller (____) (____) or **Landlord** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.

Condominium Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: _____
 SELLER HAS HAS NOT OCCUPIED THE PROPERTY _____
 DATE SELLER PURCHASED PROPERTY? _____
 IS THE PROPERTY CURRENTLY LEASED? NO YES TERMINATION DATE OF LEASE: _____
 DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES YEAR _____
 GENERAL INFORMATION ABOUT PROPERTY:
 PROPERTY ADDRESS: _____
 LEGAL DESCRIPTION: _____

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

Chapter 718 of the Florida Statutes allows a Buyer to void a purchase and sale agreement 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 the 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.

A. THE UNIT

1. CONDOMINIUM ASSOCIATION DOCUMENTS

Are You Aware:

- a. of any proposed changes to any of the condominium documents? NO YES
- b. of any resale restrictions? NO YES
- c. of any restrictions on leasing the property? NO YES
- d. if the condominium unit is subject to a master homeowner's association? NO YES
- e. If any answer to questions 2a-2d is yes, please explain: _____

2. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including condominium assessment/association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO YES
 If yes, explain: _____

b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO YES If yes, explain: _____

3. OCCUPANCY AND OWNERSHIP INFORMATION

- a. unit is owner occupied Non-rental second home long term lease which expires on _____
 short-term vacation rental program other _____
- b. does the unit currently qualify for homestead exemption? NO YES
- c. unit ownership is evidenced by fee simple deed leasehold assignment

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

4. MATERIAL ALTERATIONS TO UNIT:

- a. Are you aware of any material alterations to the inside of the unit? NO YES
 - b. Were the alterations made in violation of applicable building codes or without necessary permits? NO YES
- If any answer to questions 4a or 4b is yes, please explain: _____
- _____

5. ENVIRONMENT:

I. Was the property built before 1978? NO YES

II. Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water in the unit? NO YES
 - i. of any damage to the structures located in the unit due to any of the substances, materials or products listed in subsection (a) above? NO YES
 - ii. of any clean up, repairs, or remediation of the unit due to any of the substances, materials or products listed in subsection (a) above? NO YES
 - b. of any condition or proposed change in the vicinity of the unit that does or will materially affect the value of the unit, such as, but not limited to, proposed development or proposed roadways? NO YES
- If any answer to questions 5(11)a-b is yes, please explain: _____
- _____

6. FLOOD:

Are You Aware:

- a. if any portion of the unit has been flooded by storm surge? NO YES
 - b. if the unit requires flood insurance? NO YES
- If any answer to questions 6a-6b is yes, please explain: _____
- _____

7. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

- a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any part of the unit or any structural damage to the unit by them? NO YES If yes, explain: _____
- b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO YES Date of inspection _____ If so, what was the outcome of the inspection? _____
- c. Has the unit been treated for termites, dry rot, pest or wood destroying organisms? NO YES Date and type of treatment _____, Company name: _____
- d. Do you have any termite contracts or termite bonds on the unit? NO YES If yes, are the bonds transferable? NO YES

8. PLUMBING-RELATED ITEMS:

- a. What is your drinking water source? Public Private Well Other Source
- b. Do you have a water conditioning/treatment system? NO YES If yes, type: _____ Owned Leased What is the balance owed on the system? \$ _____
- c. Do you have sewer septic system? If septic system describe the location of each system: _____
- d. Are you aware of any plumbing leaks since you have owned the unit? NO YES If yes, explain: _____

9. MAJOR APPLIANCES:

Indicate existing equipment:

Range Oven Microwave Dishwasher Garbage Disposal Trash Compactor Refrigerator Freezer Washer Dryer

Are any of these appliances leased? NO YES Are any of these gas appliances? NO YES

Is the water heater: owned leased Is the water heater: electric gas

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the unit? NO YES If yes, explain:

10. ELECTRICAL SYSTEM:

Are You Aware:

- a. of any damaged or malfunctioning switches, receptacles, or wiring? NO YES
 - b. of any conditions that materially affect the value or operating capacity of the electrical system? NO YES
- If answers to questions 10a or 10b is yes, please explain: _____
-

11. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

Air conditioning/Heating:

Central Window/Wall Number of units _____

Electric Fuel Oil Gas Other

What year was the outside condensing unit placed in service: _____

What year was the inside air handler unit placed in service: _____

Solar Heating:

Owned Leased

Wood-burning stove: NO YES

Fireplace: NO YES Describe fireplace equipment: _____

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the unit? NO YES If yes, explain: _____

12. FIRE SPRINKLER:

Are You Aware:

a. if the unit or common elements have been retrofitted with a fire sprinkler or other engineered life safety system?
NO YES

If yes, is there a pending special assessment for retrofitting? NO YES How much? _____

If no, has there been a two-thirds vote of the unit owners to forego retrofitting? NO YES

13. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO YES Leased Owned Connected to Central Monitor Monthly Fee \$ _____

Smoke Detectors: NO YES CI, Number of smoke detectors? _____

Garage door openers? NO YES CI, Number of transmitters? _____

Humidistat? NO YES Humidifier? NO YES

Electric air filters? NO YES

Vent fans? NO YES

Paddle fans? NO YES CI, Number of paddle fans? _____

14. MAINTENANCE CONTRACTS:

Are You Aware:

a. of any appliance or equipment maintenance/repair contracts? NO YES If yes, Date expire _____

Are they transferable? NO YES

B. LIMITED COMMON ELEMENTS

Are there any facilities outside the unit such as designated parking space(s), storage closets, boat slips, pool cabanas, garages, car ports etc. that are for your exclusive use? NO YES If yes, identify the facility and whether a separate deed or other legal document grants the exclusive right to use _____

C. COMMON ELEMENTS

1. INSURANCE:

Are You Aware:

a. if the association maintains full replacement value flood insurance on portions of the condominium property required to be insured by the Declaration of Condominium? NO YES

b. if the association maintains full replacement value against named perils (fire, windstorm, wind-driven rain etc.) on portions of the condominium property required to be insured by the Declaration of Condominium? NO YES

If any answer to questions 1a or 1 b is yes, please explain: _____

2. STRUCTURE-RELATED ITEMS:

Are You Aware:

- a. of any structural damage to the condominium building or roof which may have resulted from events including, but not limited to, hurricane, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the unit? NO YES
- b. of any damage to the amenities and/or any other common element that materially affects the value of the unit? NO YES
- c. of any improvements or additions to the common elements that have been constructed in violation of building codes or without necessary permits? NO YES
- d. of any active permits on the common elements which have not been closed by a final inspection? NO YES
- e. of any special assessments to correct any damage to the condominium building, roof or common elements? NO YES

If any answer to questions 2a-2e is yes, please explain: _____

3. ALTERATION/CONVEYANCE OF COMMON ELEMENTS:

Are you aware of any proposed plan to materially alter the common elements, expand the common elements, or convey any part of the common elements? NO YES If yes, please explain: _____

D. COASTAL CONSTRUCTION CONTROL LINE

Are you aware if the condominium property is is not located partially or totally seaward of the coastal construction control line as defined in Chapter 161.053 of the Florida Statutes?

E. FEES

1. Condominium assessment fee: \$ _____ due monthly quarterly

Check all items included in the condominium assessment/association fee: water and sewer electricity telephone high speed internet pest control basic TV cable appliance maintenance club membership leasehold or ground lease fee recreational lease fee reserves on limited common elements other

2. Master association fee: \$ _____ due monthly quarterly N/A

3. Common element use fee: \$ _____ due monthly quarterly N/A

4. Limited common element use fee: \$ _____ due monthly quarterly N/A
(in addition to fee in E1 above)

F. OTHER MATTERS

Is there anything else that materially affects the value of the unit? NO YES If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: _____ (signature) _____ (print)
_____ (signature) _____ (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____

_____ Date:

(signature)

(print)

Buyer: _____

(signature)

(print)

Date: