



Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®

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

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

12 **2. DESCRIPTION OF PROPERTY:**

13 (a) Real Property Street Address: _____

14
15 Legal Description: _____
16 _____ See Attachment _____

17 (b) Personal Property, including appliances: _____
18 _____
19 _____ See Attachment _____

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

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

22 (a) Price: _____

23 (b) Financing Terms: Cash Conventional VA FHA Other _____

24 Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____ with the following terms:

25
26 Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus an assumption
27 fee of \$ _____. The mortgage is for a term of _____ years beginning in _____, at an interest
28 rate of _____% fixed variable (describe) _____

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

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

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

37 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in
38 (4)(a)(i) or (4)(a)(ii) below.

39 **(Seller opt-out)(Check one if applicable)**

40 (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

41 (ii) Seller does not authorize Broker to display the Property on the Internet.

42 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on
43 the Internet will not see information about the listed property in response to their search.

44 _____ / _____ Initials of Seller.

45 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales
46 contract) and use Seller's name in connection with marketing or advertising the Property.

47 (c) Obtain information relating to the present mortgage(s) on the Property.

48 (d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing
49 information and price, terms and financing information on any resulting sale for use by authorized Board/Association
50 members, MLS participants and subscribers; and

51 Seller (_____) (_____) and Broker/Sales Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

- 52 (e) Provide objective comparative market analysis information to potential buyers; and
53 (f) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the
54 Property's security; **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and
55 releases **Broker**, persons working through **Broker** and **Broker's** local Realtor Board / Association from all liability and
56 responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all offers once **Seller** accepts a
57 sales contract for the Property.
58 (g) Act as a transaction broker of Seller.
59 (h) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are
60 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
61 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website
62 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless
63 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
64 **Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be
65 displayed in immediate conjunction with the listing of this Property.
66 **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink
67 to such comments or reviews) in immediate conjunction with the listing of this Property.

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

- 69 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries
70 regarding the Property's transfer, whether by purchase or any other means of transfer.
71 (b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.
72 (c) Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.
73 (d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature, including attorney's fees,
74 and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions or
75 inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration
76 decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This
77 clause will survive **Broker's** performance and the transfer of title.
78 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
79 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable
80 or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code
81 violations, unobservable defects, etc.) other than the following: _____
82

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

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

86 **6. COMPENSATION:** **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to purchase
87 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
88 **Broker** as follows (plus applicable sales tax):

- 89 (a) _____% of the total purchase price plus \$ _____ OR \$ _____, no later than
90 the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.
91 (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller**
92 will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.
93 (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease,
94 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
95 the Property
96 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease,
97 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by **Broker**,
98 **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
99 executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within _____ days after Termination Date
100 ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
101 **Seller**, **Broker** or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be
102 due **Broker** if the Property is relisted after Termination Date and sold through another broker.
103 (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive _____% of all deposits that **Seller**
104 retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

105 **7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** **Broker's** office policy is to cooperate with all other
106 brokers except when not in **Seller's** best interest: and to offer compensation in the amount of _____% of the
107 purchase price or \$ _____ to **Buyer's** agents, who represent the interest of the buyers, and not the interest of **Seller** in

108 **Seller** (_____) (_____) and **Broker/Sales Associate** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

109 a transaction; and to offer compensation in the amount of _____% of the purchase price or \$_____ to a broker
110 who has no brokerage relationship with the **Buyer** or **Seller**; and to offer compensation in the amount of _____% of the
111 purchase price or \$_____ to Transaction brokers for the **Buyer**; None of the above (if this is checked, the Property cannot
112 be placed in the MLS.)

113 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, **Broker** will be acting as a transaction broker. **Broker** will deal
114 honestly and fairly with **Seller**, will account for all funds, will use skill, care, and diligence in the transaction, will disclose all
115 known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present
116 all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited confidentiality with **Seller**
117 unless waived in writing.

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

124 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters
125 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first
126 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If
127 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs,
128 unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, **Seller**
129 (_____) (_____), Listing Associate (_____) and Listing Broker (_____) agree that disputes not resolved by mediation will be
130 settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American
131 Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the
132 arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs and expenses, including attorney's
133 fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

134 **11. MISCELLANEOUS:** This Agreement is binding on **Broker's** and **Seller's** heirs, personal representatives, administrators,
135 successors and assigns. **Broker** may assign this Agreement to another listing office. This Agreement is the entire agreement
136 between **Broker** and **Seller**. No prior or present agreements or representations shall be binding on **Broker** or **Seller** unless
137 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals.
138 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees and other categories of potential or
139 actual transferees.

140 **12. ADDITIONAL TERMS:**

141 _____
142 _____
143 _____
144 _____
145 _____
146 _____
147 _____
148 _____
149 _____
150 _____
151 _____
152 _____
153 _____
154 _____
155 _____
156 _____

157 **Seller** (_____) (_____) and **Broker/Sales Associate** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

158 Date: _____ **Seller's Signature:** _____ Tax ID No: _____

159 Telephone #'s: Home _____ Work _____ Cell _____ Fax: _____

160 Address: _____ E-mail: _____

161 Date: _____ **Seller's Signature:** _____ Tax ID No: _____

162 Telephone #'s: Home _____ Work _____ Cell _____ Fax: _____

163 Address: _____ E-mail: _____

164 Date: _____ **Authorized Listing Associate or Broker:** _____

165 Brokerage Firm Name: _____ Telephone: _____

166 Address: _____

Copy returned to **Customer** on the _____ day of _____, _____ by: personal delivery mail E-mail facsimile

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167 **Seller** (_____) (_____) and **Broker/Sales Associate** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

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Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®

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:

ASSOCIATION DISCLOSURES

4
5 (____) (____) - (____) (____) **A. Condominium Association:** The Property is a condominium which is subject to the rules
6 and regulations of a condominium association ("Association"). If the condominium property is subject to a master
7 Homeowner's Association, also attach Homeowner's Association addendum B. **Seller's** warranty under Paragraph 8 of the
8 Contract and risk of loss under Paragraph 9 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable)
9 extend to the unit and limited common elements appurtenant to the Property and not to any common elements or any other
10 property.

11 **(1) Documents:** Seller will, at Seller's expense, deliver to Buyer the current and complete condominium documents (including question
12 and answer sheet, current year-end financial information and any recorded amendments) referenced in subparagraph (9) below no later
13 than 3 days from Effective Date (if Buyer has already received the required documents, indicate receipt by initialing
14 here (____)(____) Date received _____). If this Contract does not close, Buyer will immediately return the documents
15 to Seller, failing which Buyer authorizes Escrow Agent to reimburse Seller \$_____ from the deposit for the cost of the documents.

16 **(2) Association Approval:** If the condominium declaration or bylaws give the Association the right to approve Buyer as a
17 purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within _____ days from
18 Effective Date and use diligent effort to obtain approval, including making personal appearances and paying related fees if required.
19 Buyer and Seller will sign and deliver any documents required by the Association to complete the transfer. If Buyer is not
20 approved, this Contract will terminate and Seller will return Buyer's deposit unless this Contract provides otherwise.

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

25 **(4) Application/Transfer Fees:** Buyer will pay any application and/or transfer fees charged by the Association.

26 **(5) Parking/Boat Slip/Storage Unit:** Seller will assign to Buyer at closing parking space(s) # _____; boat
27 slip(s) # _____; and storage unit(s) # _____.

28 **(6) Fees:** Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide information
29 about its fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of
30 Closing Date. If, after the Effective Date, the Association imposes a special assessment for improvements, work or services, Seller will
31 pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. If special assessments may be paid in
32 installments Buyer Seller (if left blank, Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller will pay
33 the assessment in full prior to or at the time of closing. Seller represents that he/she is not aware of any pending special or other
34 assessment that the Association is considering except as follows: _____

35
36 Seller represents that he/she is not aware of pending or anticipated litigation affecting the Property or the common elements,
37 if any, except as follows: _____

38
39 Seller represents that the current assessments, maintenance, and/or association fees are:

40 \$ _____ per _____ to _____

41 \$ _____ per _____ to _____

42 \$ _____ per _____ to _____

43 and that there is is not a recreation or land lease with the Property. If there is a recreation or land lease, the current payment is
44 \$ _____ per month.

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

51 **(8) Sprinkler System: IF THE UNIT OWNERS VOTED TO FOREGO RETROFITTING EACH UNIT WITH A FIRE SPRINKLER OR
52 OTHER ENGINEERED LIFE SAFETY SYSTEM, SELLER SHALL PROVIDE THE BUYER, BEFORE CLOSING, A COPY OF THE
53 CONDOMINIUM ASSOCIATION'S NOTICE OF THE VOTE TO FOREGO RETROFITTING.**

(See Continuation)

54
55 Buyer (____)(____) and Seller (____)(____) acknowledge receipt of a copy of this page.

57 (____)(____) - (____)(____) **A. Condominium Association (CONTINUATION)**

58 **(9) Hazard Insurance:** After closing, **Buyer** may be required to provide the Association with evidence of a currently effective policy of
59 hazard and liability insurance upon request of the Association. If **Buyer** fails to provide the Association with a certificate of insurance
60 within 30 days of the Association's request, the Association may purchase a policy on behalf of **Buyer** and impose an assessment for
61 the cost of such policy.

62 **(10) Condominium Governance:** PURSUANT TO SECTION 718.503, FLORIDA STATUTES, **BUYER** IS ENTITLED TO RECEIVE
63 FROM THE **SELLER** A COPY OF A GOVERNANCE FORM PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS,
64 TIMESHARES AND MOBILE HOMES SUMMARIZING THE GOVERNANCE OF CONDOMINIUM ASSOCIATIONS.

65 **(11) Buyer Acknowledgement / Seller Disclosure:** (Check whichever applies)

66 THE **BUYER** HEREBY ACKNOWLEDGES THAT **BUYER** HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF
67 CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF
68 THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE
69 THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

70 THIS AGREEMENT IS VOIDABLE BY **BUYER** BY DELIVERING WRITTEN NOTICE OF THE **BUYER'S** INTENTION TO CANCEL WITHIN 3
71 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE
72 **BUYER** AND RECEIPT BY **BUYER** OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION,
73 BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND
74 FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE
75 VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. **BUYER** MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3
76 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE **BUYER** RECEIVES THE DECLARATION, ARTICLES OF
77 INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL
78 INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. **BUYER'S** RIGHT TO
79 VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

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

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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 Paragraph 8 of
6 the Contract and risk of loss under Paragraph 9 or Paragraph H of the Comprehensive Addendum (if applicable) extend only to the
7 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 Association
9 manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of properties in the
10 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 **Buyer** written
19 notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, **Buyer's** deposit will be refunded
20 unless this Contract provides otherwise and **Seller** will pay Broker's full commission at closing in recognition that Broker procured the
21 sale.

22 **(3) Fees:** **Buyer** will pay any application, transfer and initial membership fees charged by the Association. **Seller** will pay all fines
23 imposed against the Property as of Closing Date and any fees the Association charges to provide information about its fees or the
24 Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of Closing Date. If, after
25 the Effective Date, the Association imposes a special or other assessment for improvements, work or services, **Seller** will pay all
26 amounts due before Closing Date and **Buyer** will pay all amounts due after Closing Date. If special assessments may be paid in
27 installments **Buyer** **Seller** (if left blank, **Buyer**) shall pay installments due after Closing Date. If **Seller** is checked, **Seller** will pay
28 the assessment in full prior to or at the time of Closing. **Seller** represents that he/she is not aware of any pending special or other
29 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 AND OCCUPANCY OF**
51 **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.

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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)** IF THE ASSOCIATION IS STILL UNDER THE CONTROL OF THE DEVELOPER, THE DEVELOPER MAY HAVE THE RIGHT
69 TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP
70 OR THE APPROVAL OF THE PARCEL OWNERS.

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

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

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

78 _____
79 **Buyer** _____ *Date* _____ **Buyer** _____ *Date* _____

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

81 FARA-10b 1/09 ©2009 Florida Association of REALTORS® All Rights Reserved Page ____ of Addendum No. _____

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. OCUPANCY 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, Chinese/defective drywall, 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 corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO YES
 - iii. 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(II)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: _____
-

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.

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 , Number of smoke detectors? _____

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

Humidistat? NO YES Humidifier? NO YES

Electric air filters? NO YES

Vent fans? NO YES

Paddle fans? NO YES , 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 1b is yes, please explain: _____

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

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

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

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.

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)

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



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 ? 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: _____

3. PROPERTY-RELATED ITEMS

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: _____

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

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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, Chinese/defective drywall, 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 corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? 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

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.

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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 has been inspected within the last twelve months? NO YES

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

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

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11. PLUMBING-RELATED ITEMS:

- a. What is your drinking water source? Public Private Well Other Source. 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 What is the balance owed on the system? _____
- c. Do you have a sewer or septic system ? If septic system describe the location of each system: _____
- d. Are you aware of any septic tanks or wells on the property which are not currently being used? NO YES If yes, explain: _____
- e. Are you aware of any plumbing leaks since you have owned the property? NO YES If yes, explain: _____
- f. 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 ; 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 _____ **Heating:** Electric Fuel Oil Gas Other
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: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.



Seller's Mold Addendum to Disclosure

FLORIDA ASSOCIATION OF REALTORS®

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)