

“AS IS” Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** _____ ("Seller"),
 2* and _____ ("Buyer"),
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And
 5 Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: _____
 8* (b) Property is located in: _____ County, Florida. Real Property Tax ID No.: _____
 9* (c) Real Property: The legal description is _____

10 _____
 11 _____
 12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
 16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
 17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
 18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security
 19 gate and other access devices, and storm shutters/panels ("Personal Property").
 20* Other Personal Property items included in this purchase are: _____

21 _____
 22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 23* (e) The following items are excluded from the purchase: _____
 24 _____

25 **PURCHASE PRICE AND CLOSING**

26* **2. PURCHASE PRICE** (U.S. currency):\$ _____

- 27* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)**\$ _____
 28 The initial deposit made payable and delivered to "Escrow Agent" named below
 29* **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within _____ (if left
 30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
 31 **OPTION (ii) SHALL BE DEEMED SELECTED.**

32* Escrow Agent Information: Name: _____
 33* Address: _____
 34* Phone: _____ E-mail: _____ Fax: _____

- 35* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
 36* days after Effective Date\$ _____

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....\$ _____
 39* (d) Other: _____ \$ _____

- 40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 41* transfer or other **COLLECTED** funds\$ _____

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- 44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
 45* _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned
 46 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the
 47 day the counter-offer is delivered.

- 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
 49 initialed and delivered this offer or final counter-offer ("Effective Date").

- 50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
 51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
 52* ("Closing") on _____ ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.
- 58 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
59 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners'
60 insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days
61 after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind,
62 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has
63 * not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate
64 this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
65 releasing Buyer and Seller from all further obligations under this Contract.

66 **6. OCCUPANCY AND POSSESSION:**

- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of
68 the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have
69 removed all personal items and trash from the Property and shall deliver all keys, garage door openers,
70 access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer
71 assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for
72 maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of
73 time of taking occupancy.
- 74 * (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
75 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
76 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
77 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion,
78 that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by
79 delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller,
80 and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
81 this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property
82 is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 83 * **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
84 * this Contract; may assign but not be released from liability under this Contract; or may not assign this
85 Contract.

86 **FINANCING**

87 **8. FINANCING:**

- 88 * (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to
89 Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer
90 acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not
91 affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
- 92 * (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
93 * VA or other _____ (describe) loan on the following terms within _____ (if left blank, then 45)
94 * days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** fixed, adjustable, fixed or
95 * adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ %
96 * (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank,
97 then 30) years ("Financing").

98 * Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after
99 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan
100 Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the
101 status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's
102 lender to disclose such status and progress to Seller and Broker.

103
104 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not
105 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to**
106 **the earlier of:**

- 107 (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected
 108 to waive the financing contingency of this Contract; or
 109 (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph
 110 8(b) (ii), shall not be modified by Paragraph 5(a).

111 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms
 112 of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 113 obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8,
 114 then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter
 116 close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related
 117 conditions of the Loan Commitment have not been met (except when such conditions are waived by other
 118 provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms
 119 of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s)
 120 the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this
 121 Contract.

122* (c) Assumption of existing mortgage (see rider for terms).

123* (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

124 **CLOSING COSTS, FEES AND CHARGES**

125 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

126 (a) **COSTS TO BE PAID BY SELLER:**

- 127 • Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees
 128 • Owner's Policy and Charges (if Paragraph 9(c) (i) is checked) • Recording and other fees needed to cure title
 129 • Title search charges (if Paragraph 9(c) (iii) is checked) • Seller's attorneys' fees
 130* • Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked) • Other: _____

131 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11
 132 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
 133 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall
 134 pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

135 (b) **COSTS TO BE PAID BY BUYER:**

- 136 • Taxes and recording fees on notes and mortgages • Loan expenses
 137 • Recording fees for deed and financing statements • Appraisal fees
 138 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) • Buyer's Inspections
 139 • Survey (and elevation certification, if required) • Buyer's attorneys' fees
 140 • Lender's title policy and endorsements • All property related insurance
 141 • HOA/Condominium Association application/transfer fees • Owner's Policy Premium (if Paragraph
 142 • Municipal lien search (if Paragraph 9(c) (ii) is checked) 9 (c) (iii) is checked.)
 143* • Other: _____

144* (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked,
 145 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a
 146 Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
 147 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
 148 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,
 149 a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title
 150 policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as
 151 set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be
 152 calculated and allocated in accordance with Florida law, but may be reported differently on certain federally
 153 mandated closing disclosures and other closing documents.

154 **(CHECK ONE):**

155* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
 156 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
 157 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
 158 provider(s) as Buyer may select; or

159* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
 160 services related to Buyer's lender's policy, endorsements and loan closing; or

161* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's
 162 policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

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

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED
221 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN
223 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 225 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by
226 the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA,
227 which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can
228 provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform
229 Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining
230 to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective
231 rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- 232 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which
233 are not readily observable and which have not been disclosed to Buyer. Except as provided for in the
234 preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either
235 express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in
236 writing Seller has received no written or verbal notice from any governmental entity or agency as to a
237 currently uncorrected building, environmental or safety code violation.

238 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

239 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
240 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
241 IS Maintenance Requirement").

242 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 243* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15)
244 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
245 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
246 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by
247 delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer
248 timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and
249 Seller shall be released of all further obligations under this Contract; however, Buyer shall be
250 responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the
251 Property resulting from such inspections, and shall provide Seller with paid receipts for all work done
252 on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer
253 exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property
254 and any violation of governmental, building, environmental, and safety codes, restrictions, or
255 requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be
256 responsible for any and all repairs and improvements required by Buyer's lender.
- 257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date
258 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through
259 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of
260 Personal Property are on the Property and to verify that Seller has maintained the Property as required by the
261 AS IS Maintenance Requirement and has met all other contractual obligations.
- 262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
263 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
264 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
265 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
266 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
267 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
268 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
269 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
270 become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon

326 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
327 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to
328 pay to Cooperating Broker.

- 329 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
330 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
331 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
332 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this Contract.

335 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
336 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be
337 settled as follows:

- 338 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
339 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
340 16(b).

- 341 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
342 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
343 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
344 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
345 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
346 16 shall survive Closing or termination of this Contract.

347 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
348 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
349 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to
350 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
351 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

352 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

353 **18. STANDARDS:**

354 **A. TITLE:**

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
356 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto,
357 shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by
358 Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title
359 insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the
360 Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land
361 use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters
362 appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of
363 record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property
364 lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes
365 for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if
366 additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**.
367 If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title
368 defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
371 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and
372 it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
373 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
374 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify
375 Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller
376 will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties
377 will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of
378 Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after
379 expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to
380 exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects
381 ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

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Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer’s receipt of Seller’s notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer’s receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer’s request, execute an affidavit of “no change” to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) (“Estoppel Letter(s)”). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller’s affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller’s affidavit, if any, differ materially from Seller’s representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller’s affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller’s obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller’s lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. “Force Majeure” means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee’s, personal representative’s, or guardian’s deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
440 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title
441 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

442 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
443 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien
444 affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer
445 with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as
446 applicable the survey, flood elevation certification, and documents required by Buyer's lender.

447 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment
448 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
449 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all**
450 **closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

451 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
452 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
453 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
454 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault
455 of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days
456 from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit
457 and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
458 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
459 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely
460 demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening
461 defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

462 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as
463 of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
464 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
465 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if
466 assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may
467 be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will
468 be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated
469 based on current year's tax with due allowance made for maximum allowable discount, homestead and other
470 exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is
471 available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
472 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
473 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
474 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
475 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
476 informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at
477 either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive
478 Closing.

479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
480 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
481 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

482 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
483 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does
484 not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
485 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
486 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of
487 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
488 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
489 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
490 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
491 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
493 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall
494 cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

552 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
553 disbursement in accordance with the final determination of the IRS, as applicable.

554 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
555 8288 and 8288-A, as filed.

556 W. RESERVED

557 X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller
558 and against any real estate licensee involved in the negotiation of this Contract for any damage or
559 defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and
560 be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.
561 This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall
562 survive Closing.

563 ADDENDA AND ADDITIONAL TERMS

564 * 19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into
565 this Contract (Check if applicable):

- 566 * 567 * 568 * 569 * 570 * 571 * 572 * 573 * 574 * 575 * 576 * 577 * 578 * 579 * 580 * 581 * 582 *
 A. Condominium Rider
 B. Homeowners' Assn.
 C. Seller Financing
 D. Mortgage Assumption
 E. FHA/VA Financing
 F. Appraisal Contingency
 G. Short Sale
 H. Homeowners/Flood Ins.
 J. Interest-Bearing Acct.
 K. RESERVED
 L. RESERVED
 M. Defective Drywall
 N. Coastal Construction Control Line
 O. Insulation Disclosure
 P. Lead Paint Disclosure (Pre-1978)
 Q. Housing for Older Persons
 R. Rezoning
 S. Lease Purchase/ Lease Option
 T. Pre-Closing Occupancy
 U. Post-Closing Occupancy
 V. Sale of Buyer's Property
 W. Back-up Contract
 X. Kick-out Clause
 Y. Seller's Attorney Approval
 Z. Buyer's Attorney Approval
 AA. Licensee Property Interest
 BB. Binding Arbitration

566 * 20. ADDITIONAL TERMS: #1 Seller(s) and Buyer(s) herein authorize closing agent and lender to release preliminary closing
567 disclosures/statements and final signed closing disclosures/statements to Listing & Selling Realtors in this transaction.

568 _____
569 _____
570 _____
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582 _____

583 COUNTER-OFFER/REJECTION

- 584 * Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
585 deliver a copy of the acceptance to Seller).
586 * Seller rejects Buyer's offer.

587 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
588 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

589 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

590 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms
591 and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions

592 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested*
593 *persons.*

594 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
595 BE COMPLETED.

596
597* Buyer: _____ Date: _____

598
599* Buyer: _____ Date: _____

600
601* Seller: _____ Date: _____

602
603* Seller: _____ Date: _____

604
605 Buyer's address for purposes of notice Seller's address for purposes of notice

606* _____

607* _____

608* _____

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
610 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
611 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the
612 parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the
613 escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing
614 Broker to Cooperating Brokers.

615* _____ License # _____
616 **Cooperating Sales Associate, if any** **Listing Sales Associate**

617* _____ RE/MAX Metro CQ1013572 _____
618 **Cooperating Broker, if any** **Listing Broker**

Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1 * **PARTIES:** _____ ("Seller"),
2 * and _____ ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and
5 any riders and addenda ("Contract"):

6 1. PROPERTY DESCRIPTION:

7 * (a) Street address, city, zip: _____
8 * (b) Property is located in: _____ County, Florida. Real Property Tax ID No.: _____
9 * (c) Real Property: The legal description is _____

10 _____
11 _____
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security
19 gate and other access devices, and storm shutters/panels ("Personal Property").

20 * Other Personal Property items included in this purchase are: _____

21 _____
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

23 * (e) The following items are excluded from the purchase: _____

24 _____

25 PURCHASE PRICE AND CLOSING

26 * 2. **PURCHASE PRICE** (U.S. currency): \$ _____

27 * (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** \$ _____

28 The initial deposit made payable and delivered to "Escrow Agent" named below
29 * **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within _____ (if left
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32 * Escrow Agent Information: Name: _____

33 * Address: _____

34 * Phone: _____ E-mail: _____ Fax: _____

35 * (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
36 * days after Effective Date \$ _____

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38 * (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

39 * (d) Other: _____ \$ _____

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41 * transfer or other **COLLECTED** funds \$ _____

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

43 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45 * _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned
46 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the
47 day the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52 * ("Closing") on _____ ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.
- 58 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
59 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners'
60 insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days
61 after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind,
62 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has
63 * not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate
64 this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
65 releasing Buyer and Seller from all further obligations under this Contract.

66 **6. OCCUPANCY AND POSSESSION:**

- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of
68 the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have
69 removed all personal items and trash from the Property and shall deliver all keys, garage door openers,
70 access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer
71 assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for
72 maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of
73 time of taking occupancy, except with respect to any items identified by Buyer pursuant to Paragraph 12, prior
74 to taking occupancy, which require repair, replacement, treatment or remedy.
- 75 * (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
76 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
77 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
78 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion,
79 that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by
80 delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller,
81 and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
82 this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property
83 is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 84 * **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
85 * this Contract; may assign but not be released from liability under this Contract; or may not assign this
86 Contract.

87 **FINANCING**

88 **8. FINANCING:**

- 89 * (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to
90 Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer
91 acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not
92 affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
- 93 * (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
94 * VA or other _____ (describe) loan on the following terms within _____ (if left blank, then 45)
95 * days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** fixed, adjustable, fixed or
96 * adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ %
97 * (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank,
98 then 30) years ("Financing").

99 * Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after
100 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan
101 Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the
102 status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's
103 lender to disclose such status and progress to Seller and Broker.

104 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not
105 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to**
106 **the earlier of:**

- (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or
- (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph 8(b) (ii), shall not be modified by Paragraph 5(a).

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

- (c) Assumption of existing mortgage (see rider for terms).
- (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

Seller shall pay the following amounts/percentages of the Purchase Price for the following costs and expenses:

- (i) up to \$ _____ or _____ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and
- (ii) up to \$ _____ or _____ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and
- (iii) up to \$ _____ or _____ % (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then, sums equal to 125% of estimated costs to complete the applicable item(s) (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual costs of required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be

163 calculated and allocated in accordance with Florida law, but may be reported differently on certain federally
164 mandated closing disclosures and other closing documents.

165 **(CHECK ONE):**

166* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
167 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
168 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
169 provider(s) as Buyer may select; or

170* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
171 services related to Buyer's lender's policy, endorsements and loan closing; or

172* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's
173 policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title
174 evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search;
175 and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for
176 Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more
177* than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or
178 performed by Closing Agent.

179 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
180 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
181 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

182* (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
183* _____ at a cost not to exceed \$ _____. A home
184 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
185 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

186 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
187 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
188 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
189 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
190 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
191 be paid in installments **(CHECK ONE):**

192* (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
193 Installments prepaid or due for the year of Closing shall be prorated.

194* (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

195 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

196 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
197 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

198 **DISCLOSURES**

199 **10. DISCLOSURES:**

200 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
201 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
202 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
203 radon and radon testing may be obtained from your county health department.

204 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure,
205 Seller does not know of any improvements made to the Property which were made without required permits
206 or made pursuant to permits which have not been properly closed.

207 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned
208 or desires additional information regarding mold, Buyer should contact an appropriate professional.

209 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
210 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
211 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
212 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish
213 and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s)
214 and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance
215 coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C.
216* §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank,
217 then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and
218 Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of

219 buildings and flood zone designation of Property. The National Flood Insurance Program may assess
220 additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures
221 (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an
222 elevation certificate may be required for actuarial rating.

- 223 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information
224 Brochure required by Section 553.996, F.S.
- 225 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
226 mandatory.
- 227 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS
228 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
229 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 230 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
231 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED
232 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
233 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN
234 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
235 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 236 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by
237 the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA,
238 which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can
239 provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform
240 Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining
241 to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective
242 rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- 243 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which
244 are not readily observable and which have not been disclosed to Buyer.

245 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

246 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs,
247 replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but
248 not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance
249 Requirement").

250 **12. PROPERTY INSPECTION AND REPAIR:**

- 251 * (a) **INSPECTION PERIOD:** Buyer shall have _____ (if left blank, then 15) days after Effective Date
252 ("Inspection Period"), within which Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit"
253 Inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b),
254 (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived
255 Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this
256 Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return
257 Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property
258 upon its completion.
- 259 (b) **GENERAL PROPERTY INSPECTION AND REPAIR:**
- 260 (i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair
261 or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in
262 and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
263 license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection
264 Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by
265 delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional
266 Inspector's written report dealing with such items.
- 267 (ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage:
268 ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The
269 above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical,
270 electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and
271 shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and
272 patio screens), fogged windows, and missing roof tiles or shingles shall be repaired or replaced by Seller prior
273 to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the
274 Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working

275 Condition” means operating in the manner in which the item was designed to operate. “Cosmetic Conditions”
276 means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to:
277 pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail
278 holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and
279 minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors.
280 Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must
281 repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

282 (iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to
283 bring items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt
284 of Buyer’s written notice or General Inspection report, either have the reported repairs to General Repair
285 Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second
286 inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to
287 Buyer. If Buyer’s and Seller’s inspection reports differ and the parties cannot resolve the differences, Buyer
288 and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written
289 report shall be binding on the parties.

290 If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs
291 made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair
292 Limit, then within 5 days after a party’s receipt of the last estimate: (A) Seller may elect to pay the excess by
293 delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of
294 General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and
295 agreeing to accept the balance of General Repair Items in their “as is” condition, subject to Seller’s continuing
296 Maintenance Requirement. If neither party delivers such written notice to the other, then either party may
297 terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all
298 further obligations under this Contract.

299 (c) **WOOD DESTROYING ORGANISM (“WDO”) INSPECTION AND REPAIR:**

300 (i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business (“WDO
301 Inspector”) to determine the existence of past or present WDO infestation and damage caused by infestation
302 (“WDO Inspection”). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector’s written
303 report to Seller if any evidence of WDO infestation or damage is found. “Wood Destroying Organism” (“WDO”)
304 means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying
305 fungi, that damages or infests seasoned wood in a structure, excluding fences.

306 (ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer’s WDO
307 Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at
308 Seller’s cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller
309 shall within 10 days after receipt of Buyer’s WDO Inspector’s report, have reported WDO damage estimated
310 by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector,
311 and a copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph
312 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to
313 Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller’s estimate, Buyer may
314 deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall
315 make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the
316 Property in its “as is” condition with regard to WDO infestation and damage, subject to Seller’s continuing
317 Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may
318 terminate this Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby
319 releasing Buyer and Seller from all further obligations under this Contract.

320 (d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

321 (i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to
322 determine whether there exist any open or expired building permits or unpermitted improvements to the
323 Property (“Permit Inspection”). Buyer shall, within the Inspection Period, deliver written notice to Seller of the
324 existence of any open or expired building permits or unpermitted improvements to the Property.

325 (ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer’s Permit Inspection
326 notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed
327 person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit
328 Limit, have open and expired building permits identified by Buyer or known to Seller closed by the applicable
329 governmental entity, and obtain and close any required building permits for improvements to the Property.
330 Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired
331 building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained

332 required building permits for improvements to the Property. If final permit inspections cannot be performed
333 due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such
334 final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the
335 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

336 If cost to close open or expired building permits or to remedy any permit violation of any governmental entity
337 exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may
338 elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller
339 accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive
340 credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the
341 other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby
342 releasing Buyer and Seller from all further obligations under this Contract.

343 (e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date
344 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through
345 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of
346 Personal Property are on the Property and to verify that Seller has maintained the Property as required by the
347 Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all
348 other contractual obligations.

349 (f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND**
350 **WARRANTIES:**

351 All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately
352 licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality,
353 value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except
354 as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable
355 repair, treatment and maintenance contracts and warranties to Buyer.

356 **ESCROW AGENT AND BROKER**

357 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
358 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
359 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
360 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
361 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent
362 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties
363 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow
364 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall
365 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction
366 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such
367 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,
368 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate
369 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve
370 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

371 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
372 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
373 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
374 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is
375 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
376 or termination of this Contract.

377 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
378 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
379 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
380 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
381 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
382 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
383 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**
384 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**
385 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
386 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
387 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees

388 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection
389 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
390 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
391 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
392 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
393 recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services
394 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such
395 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors
396 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not
397 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,
398 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this
399 Contract.

400 **DEFAULT AND DISPUTE RESOLUTION**

401 **15. DEFAULT:**

402 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
403 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the
404 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this
405 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further
406 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity
407 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon
408 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
409 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to
410 pay to Cooperating Broker.

411 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
412 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
413 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
414 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
415 performance.

416 This Paragraph 15 shall survive Closing or termination of this Contract.

417 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 418 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be 419 settled as follows:

420 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
421 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
422 16(b).

423 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
424 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
425 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
426 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
427 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
428 16 shall survive Closing or termination of this Contract.

429 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 430 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 431 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to 432 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting 433 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

434 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

435 **18. STANDARDS:**

436 **A. TITLE:**

437 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
438 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto,
439 shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by
440 Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title
441 insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the
442 Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

443 use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters
444 appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of
445 record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property
446 lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes
447 for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if
448 additional items, attach addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no
449 violation of the foregoing and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at
450 Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect.
451 Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida
452 Bar and in accordance with law.

453 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
454 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and
455 it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
456 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days (“Cure Period”)
457 after receipt of Buyer’s notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify
458 Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller
459 will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer’s attorney) and the parties
460 will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer’s receipt of
461 Seller’s notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after
462 expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to
463 exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects
464 (“Extended Cure Period”); or (b) electing to accept title with existing defects and close this Contract on Closing
465 Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer’s
466 receipt of Seller’s notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby
467 releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller
468 is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer
469 shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this
470 Contract.

471 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
472 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
473 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
474 such matters, together with a copy of Survey, to Seller within 5 days after Buyer’s receipt of Survey, but no later
475 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
476 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
477 prior survey, Seller shall, at Buyer’s request, execute an affidavit of “no change” to the Real Property since the
478 preparation of such prior survey, to the extent the affirmations therein are true and correct.

479 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
480 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of
481 access.

482 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
483 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
484 deposits paid by tenant(s) or occupant(s) (“Estoppel Letter(s)”). If Seller is unable to obtain such Estoppel
485 Letter(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a
486 Seller’s affidavit, and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If
487 Estoppel Letter(s) or Seller’s affidavit, if any, differ materially from Seller’s representations and lease(s) provided
488 pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller’s affidavit, Buyer may deliver
489 written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing
490 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
491 further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall
492 assume Seller’s obligations thereunder.

493 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
494 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
495 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
496 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
497 general contractors, subcontractors, suppliers and materialmen in addition to Seller’s lien affidavit setting forth
498 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all
499 charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

500 have been paid or will be paid at Closing.

501 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**
502 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or
503 dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or
504 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the
505 Property is located) of the next business day.

506 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
507 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused
508 or prevented by Force Majeure. “Force Majeure” means: hurricanes, earthquakes, floods, fire, acts of God,
509 unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable
510 diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods,
511 including Closing Date, will be extended for the period that the Force Majeure prevents performance under this
512 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more
513 than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to
514 the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further
515 obligations under this Contract.

516 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee’s,
517 personal representative’s, or guardian’s deed, as appropriate to the status of Seller, subject only to matters
518 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be
519 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in
520 this Contract.

521 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

522 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
523 attorney or other closing agent (“Closing Agent”) designated by the party paying for the owner’s policy of title
524 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

525 (ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of
526 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien
527 affidavit(s), owner’s possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer
528 with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as
529 applicable the survey, flood elevation certification, and documents required by Buyer’s lender.

530 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment
531 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
532 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all**
533 **closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

534 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
535 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
536 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
537 for a period of not more than 10 days after Closing; (2) if Seller’s title is rendered unmarketable, through no fault
538 of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days
539 from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit
540 and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
541 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
542 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely
543 demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening
544 defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

545 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as
546 of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
547 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
548 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if
549 assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may
550 be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will
551 be credited to Buyer. Escrow deposits held by Seller’s mortgagee will be paid to Seller. Taxes shall be prorated
552 based on current year’s tax with due allowance made for maximum allowable discount, homestead and other
553 exemptions. If Closing occurs on a date when current year’s millage is not fixed but current year’s assessment is
554 available, taxes will be prorated based upon such assessment and prior year’s millage. If current year’s
555 assessment is not available, then taxes will be prorated on prior year’s tax. If there are completed improvements
556 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

of prior year, then taxes shall be prorated based upon prior year’s millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party’s request, be readjusted upon receipt of current year’s tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty (“Casualty Loss”) and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property “as is” together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller’s sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code (“Exchange”), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker’s real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including “pdf”) media. A facsimile or electronic (including “pdf”) copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida’s Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: “COLLECTION” or “COLLECTED” means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent’s accounts.

T. LOAN COMMITMENT: “Loan Commitment” means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (“FIRPTA”): If a seller of U.S. real property is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

614 obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the
 615 complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding
 616 compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.
 617 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts
 618 proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller,
 619 signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S.
 620 taxpayer identification number and home address (or office address, in the case of an entity), as provided for in
 621 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller
 622 on the transfer and timely remit said funds to the IRS.
 623 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated
 624 withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced
 625 sum, if any required, and timely remit said funds to the IRS.
 626 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and
 627 has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
 628 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by
 629 Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the
 630 funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated
 631 by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or
 632 remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 633 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 634 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the
 635 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 636 disbursement in accordance with the final determination of the IRS, as applicable.
 637 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 638 8288 and 8288-A, as filed.

ADDENDA AND ADDITIONAL TERMS

640 * **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into
 641 this Contract (**Check if applicable**):

- | | | |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. "As Is" | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. Right to Inspect/ Cancel | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners'/Flood Ins | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BB. Binding Arbitration |

642 * **20. ADDITIONAL TERMS:** #1 Seller(s) and Buyer(s) herein authorize closing agent and lender to release preliminary closing
 643 disclosures/statements and final signed closing disclosures/statements to Listing & Selling Realtors in this transaction.

644 _____
 645 _____
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659

COUNTER-OFFER/REJECTION

- 660* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
- 661 deliver a copy of the acceptance to Seller).
- 662* Seller rejects Buyer's offer.

663 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**

664 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

665 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

666 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*

667 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*

668 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested*

669 *persons.*

670 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO

671 BE COMPLETED.

672

673* Buyer: _____ Date: _____

674

675* Buyer: _____ Date: _____

676

677* Seller: _____ Date: _____

678

679* Seller: _____ Date: _____

680

681 Buyer's address for purposes of notice Seller's address for purposes of notice

682* _____

683* _____

684* _____

685 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled

686 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent

687 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the

688 parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the

689 escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing

690 Broker to Cooperating Brokers.

691* _____ License # _____

692 **Cooperating Sales Associate, if any** **Listing Sales Associate**

693* _____ RE/MAX Metro CQ1013572 _____

694 **Cooperating Broker, if any** **Listing Broker**