

# 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"):

## 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 \_\_\_\_\_

## PURCHASE PRICE AND CLOSING

25 \_\_\_\_\_  
 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.**

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

43 \_\_\_\_\_  
 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 1<sup>st</sup>

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 40% 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

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

614 seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to  
615 the 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 40%the applicable percentage of the amount realized by  
622 Seller 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 40%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:** \_\_\_\_\_  
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COUNTER-OFFER/REJECTION

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- 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\* \_\_\_\_\_

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

693\* \_\_\_\_\_

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