

Exclusive Right of Sale Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2* _____ ("Seller") and
3* Florida Future Realty ("Broker")

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

12 **2. DESCRIPTION OF PROPERTY:**
13* (a) Real Property Street Address: Address of property
14* _____
15* Legal Description: Legal Description of property
16* _____ See Attachment _____
17* (b) Personal Property, including appliances: _____
18* _____
19* _____ See Attachment _____
20* (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires _____.

21 **3. PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to Seller:
22* (a) Price: _____
23* (b) Financing Terms: Cash Conventional VA FHA Other _____
24* Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____ with the
25* following terms: _____
26* Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
27* an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in _____, at
28* an interest rate of _____ % fixed variable (describe) _____
29* Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an
30 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your
31 liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will
32 convey the escrow deposit to the buyer at closing.
33* (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed _____ % of the purchase
34 price; and any other expenses Seller agrees to pay in connection with a transaction.

35 **4. BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to sell the Property until
36 a sales contract is pending on the Property. Seller authorizes Broker to:
37 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in
38 (4)(a)(i) or (4)(a)(ii) below.
39 (Seller opt-out)(Check one if applicable)
40* (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.
41* (ii) Seller does not authorize Broker to display the Property on the Internet.
42 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on
43 the Internet will not see information about the listed property in response to their search.
44* _____ / _____ Initials of Seller.
45 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales
46 contract) and use Seller's name in connection with marketing or advertising the Property.
47 (c) Obtain information relating to the present mortgage(s) on the Property.
48 (d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing
49 information and price, terms and financing information on any resulting sale for use by authorized Board / Association
50 members, MLS participants and subscribers; and

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

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

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

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

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

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

86 **6. COMPENSATION:** **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to
87 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to
88 **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax);

89* (a) 7 % of the total purchase price plus \$ _____ OR \$ _____, no later than
90 the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.

91* (b) 10% (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,
92 **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.

93* (c) 50% (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to
94 lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive
95 right to lease the Property.

96 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease,
97 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by
98 **Broker**, **Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement,
99* defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within 120 days after
100 Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any
101 prospects with whom **Seller**, **Broker** or any real estate licensee communicated regarding the Property prior to Termination Date.
102 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.

103* (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive 50 % of all deposits that
104 **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

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

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

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

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

118 **9. CONDITIONAL TERMINATION:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker**
119 agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred
120* in marketing the Property and pay a cancellation fee of \$ 995.00 plus applicable sales tax. **Broker** may void the
121 conditional termination and **Seller** will pay the fee stated in paragraph 6(a) less the cancellation fee if **Seller** transfers or
122 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination
123 to Termination Date and Protection Period, if applicable.

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

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

140* **12. ADDITIONAL TERMS:** Listing broker will reduce price of property every 30 days as needed in
141* this declining market until an offer is received.

142* _____
143* The sale of this property is contingent upon a successful short sale with the seller(s)???
144* lender(s). Seller(s) has(ve) been advised to seek the counsel of an attorney and tax
145* accountant. Seller(s) understand(s) that the agent may advertise this property as a pre-
146* foreclosure and/or short sale.

147* _____
148* Short sale addendum is attached.

149* _____
150* _____
151* _____
152* _____
153* _____
154* _____
155* _____
156* _____

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

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

159* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

160* Address: _____

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

162* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

163* Address: _____

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

165* Brokerage Firm Name: Florida Future Realty Telephone: _____

166* Address: 2816 Del Prado Blvd. S Unit 2, Cape Coral, Florida 33904

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

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

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

Short Sale Addendum to Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



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

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

_____ (**Seller**) and
_____ **Florida Future Realty** _____ (**Broker**) concerning the Property located
at _____ **Address of property** _____.

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

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

DATE

DATE

DATE

DATE

BROKER

DATE

LISTING ASSOCIATE

DATE

Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: _____
SELLER HAS HAS NOT OCCUPIED THE PROPERTY.
DATE SELLER PURCHASED PROPERTY? _____
IS THE PROPERTY CURRENTLY LEASED? NO YES TERMINATION DATE OF LEASE: _____
DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES ; YEAR _____

GENERAL INFORMATION ABOUT PROPERTY:
PROPERTY ADDRESS: _____
LEGAL DESCRIPTION: _____

NOTICE TO BUYER AND SELLER:

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

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

1. CLAIMS & ASSESSMENTS

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

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

2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

- a. of any deed or homeowner restrictions? NO YES
- b. of any proposed changes to any of the restrictions? NO YES
- c. of any resale restrictions? NO YES
- d. of any restrictions on leasing the property? NO YES
- e. If any answer to questions 2a-2e is yes, please explain: _____

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

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

3. PROPERTY-RELATED ITEMS

Are You Aware:

- a. if you have ever had the property surveyed? NO YES Date: _____
 - b. if the property was surveyed, did you receive an elevation certificate? NO YES Date: _____
 - c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO YES
 - d. of any portion of the property that is fenced? NO YES
- If any answer to questions 3a-3d is yes, please explain: _____

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

4. THE LAND:

Are You Aware:

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

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

5. ENVIRONMENT:

Was the property built before 1978? NO YES

Are You Aware:

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

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

ii. of any corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO YES If yes, explain: _____

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

b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES

c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO YES

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

6. ZONING:

Are You Aware:

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

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

f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO YES

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

7. FLOOD:

Are You Aware:

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

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

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

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

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

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

9. STRUCTURE-RELATED ITEMS:

Are You Aware:

- a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO YES
- b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO YES
- c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO YES
- d. of any active permits on the property which have not been closed by a final inspection? NO YES

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

10. ROOF-RELATED ITEMS:

Are You Aware:

- a. of any roof or overhang defects? NO YES
- b. if the roof has leaked since you owned the property? NO YES
- c. if anything was done to correct the leaks? NO YES
- d. if the roof has been replaced? NO YES If yes, when: _____
- e. If there is a warranty on the roof? NO YES If yes, is it transferable? NO YES
- f. If the roof been inspected within the last twelve months? NO YES

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

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

11. PLUMBING-RELATED ITEMS:

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

b. Do you have a water conditioning system? NO YES If yes, type: _____ Owned Leased

What is the balance owed on the system? \$ _____

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

d. Are you aware of any septic tanks or wells on the property which are not currently being used?

NO YES If yes, explain: _____

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

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

12. POOLS/HOT TUBS/SPAS:

a. Does the property have a swimming pool? NO YES Hot tub? NO YES Spa? NO YES

b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? NO YES For the spa? NO YES For the hot tub? NO YES

c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements Approved safety pool cover
Required door and window exit alarms Required door locks none

d. Are you aware of any conditions regarding these items that materially affect the value of the property?

NO YES If yes, explain: _____

13. MAJOR APPLIANCES:

Indicate existing equipment:

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

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

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

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

14. ELECTRICAL SYSTEM:

Are You Aware:

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

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

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

15. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

Air conditioning:
Central Window/Wall Number of units _____

Heating:
Electric Fuel Oil Gas Other

Solar Heating:
Owned Leased

Wood-burning stove: NO YES

Fireplace: NO YES Describe fireplace equipment: _____

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

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

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO [] YES [] Leased [] Owned [] Connected to Central Monitor [] Monthly Fee \$ _____
Smoke Detectors: NO [] YES [], Number of smoke detectors? _____
Lawn Sprinkler System: NO [] YES [] Sprinkler water source: _____ If well is source, is there an iron filter? NO [] YES [] Is there a timer? NO [] YES [] Is the timer automatic? NO [] YES []
Garage door openers? NO [] YES [], Number of transmitters? _____, Humidistat? NO [] YES [] Humidifier? NO [] YES []
Electric air filters? NO [] YES [] Vent fans? NO [] YES []
Paddle fans? NO [] YES [], Number of paddle fans? _____

17. OTHER MATTERS:

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

If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

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

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

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

RECEIPT AND ACKNOWLEDGMENT OF BUYER

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

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

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

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

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