

Residential Contract For Sale And Purchase

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



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

6 **1. PROPERTY DESCRIPTION:**

7 * (a) Street address, city, zip: _____
8 * (b) Located in: _____ County, Florida. Property Tax ID #: _____
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), light fixture(s), drapery rods
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").
21 * Other Personal Property items included in this purchase are: _____
22 _____

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

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

26 **PURCHASE PRICE AND CLOSING**

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

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

33 * Escrow Agent Name: _____

34 * Address: _____ Phone: _____

35 * Email: _____ Fax: _____

36 * (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
37 * days after Effective Date \$ _____
38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

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

40 * (d) Other: _____ \$ _____

41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42 * transfer or other Collected funds (See STANDARD S)..... \$ _____

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

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45 * _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned
46 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 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; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

53 * this Contract, the Closing shall occur on _____ (“Closing Date”), at the time
54 established by the Closing Agent.

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

56 (a) In the event Closing funds from Buyer’s lender(s) are not available on Closing Date due to Consumer Financial
57 Protection Bureau Closing Disclosure delivery requirements (“CFPB Requirements”), if Paragraph 8(b) is
58 checked, Loan Approval has been obtained, and lender’s underwriting is complete, then Closing Date shall be
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
60 days.

61 (b) If an event constituting “Force Majeure” causes services essential for Closing to be unavailable, including the
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners’ insurance, Closing Date shall be
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and
70 shall have accepted the Property in its existing condition as of time of taking occupancy (see Rider T PRE-
71 CLOSING OCCUPANCY BY BUYER), except with respect to any items identified by Buyer pursuant to
72 Paragraph 12, prior to taking occupancy, which require repair, replacement, treatment or remedy.

73 * (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
74 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after
75 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof
76 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all
77 within 5 days after Effective Date. If Buyer determines, in Buyer’s sole discretion, that the lease(s) or terms of
78 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such
79 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the
80 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)
81 and Seller’s affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not
82 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after
83 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 Contract.
86 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

87 **FINANCING**

88 **8. FINANCING:**

89 * (a) This is a cash transaction with no financing contingency.

90 * (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date (“Loan Approval
91 * Period”): (1) Buyer obtaining approval of a conventional FHA VA or other _____ (describe)
92 * mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate
93 * in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then
94 * prevailing rate based upon Buyer’s creditworthiness), and for a term of _____ (if left blank, then 30) years
95 * (“Financing”); and (2) Buyer’s mortgage broker or lender having received an appraisal or alternative valuation of the
96 * Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender
97 * to provide Financing for Buyer and proceed to Closing (“Appraisal”).

98 * (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
99 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
100 Paragraph 8(b)(1) and (2), above, (“Loan Approval”) within the Loan Approval Period and, thereafter, to close this
101 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
102 unless Rider V is attached.

103 Buyer’s failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
104 be considered a default under the terms of this Contract. For purposes of this provision, “diligent effort” includes,
105 but is not limited to, timely furnishing all documents and information required by Buyer’s mortgage broker and lender
106 and paying for Appraisal and other fees and charges in connection with Buyer’s application for Financing.

107 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer’s
108 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions

of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within the Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided 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.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided 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.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C 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)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

• Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) • Seller's Closing Services

• Charges for FIRPTA withholding and reporting • Other:

• Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) • Other:

• Charges for FIRPTA withholding and reporting

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 Maintenance Requirement or 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.

**[The remainder of this page is intentionally left blank.
This Contract continues with Paragraph 9(b) on Page 4 of 14.]**

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

- 165 • Taxes and recording fees on notes and mortgages
 - 166 • Recording fees for deed and financing statements
 - 167 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
 - 168 • Survey (and elevation certification, if required)
 - 169 • Lender's title policy and endorsements
 - 170 • HOA/Condominium Association application/transfer fees
 - 171 • Municipal lien search (if Paragraph 9(c)(ii) is checked)
 - 172 • Other: _____
 - 173 • ~~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)
 - Buyer's Closing Services

174 (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked,
175 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida
176 licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
177 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
178 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title
179 covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective
180 Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be
181 paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will
182 be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally
183 mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"
184 means a search of records necessary for the owner's policy of title insurance to be issued without exception for
185 unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body,
186 authority or agency. At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to
187 Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer,
188 with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing,
189 an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If
190 Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer
191 and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing
192 services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance
193 premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance
194 with Florida law, but may be reported differently on certain federally mandated closing disclosures and other
195 closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for
196 the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters
197 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.
198 "Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party
199 shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each
200 party may select.

201 **(CHECK ONE):**

- 202 (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums
203 for any lender's title policy and endorsements; or Seller shall designate Closing Agent and pay for Owner's
204 Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing
205 services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer
206 to Closing Agent or such other provider(s) as Buyer may select; or
207 (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any
208 lender's title policy and endorsements; or Buyer shall designate Closing Agent and pay for Owner's Policy and
209 Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or
210 (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for
211 premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation.
212 Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title
213 insurance underwriter, not to exceed \$ _____ (if left blank, then \$200.00); (B) tax search; and (C)
214 municipal lien search. Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy
215 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
216 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
217 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
218 policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____
219 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

- 220 (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property
 221 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
 222 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- 223 (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
 224 _____ at a cost not to exceed \$_____. A home
 225 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
 226 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- 227 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
 228 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
 229 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
 230 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
 231 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
 232 be paid in installments **(CHECK ONE):**
 233 (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
 234 Installments prepaid or due for the year of Closing shall be prorated.
 235 (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body
 236 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be
 237 deemed selected for such assessment(s).
 238 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
 239 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
 240 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to
 241 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

242 DISCLOSURES

243 10. DISCLOSURES:

- 244 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
 245 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 246 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
 247 radon and radon testing may be obtained from your county health department.
- 248 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
 249 does not know of any improvements made to the Property which were made without required permits or made
 250 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,
 251 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then
 252 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,
 253 knowledge, or control relating to improvements to the Property which are the subject of such open permits or
 254 unpermitted improvements.
- 255 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
 256 desires additional information regarding mold, Buyer should contact an appropriate professional. See Rider I
 257 MOLD INSPECTION.
- 258 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
 259 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
 260 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
 261 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
 262 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
 263 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
 264 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
 265 * may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
 266 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 267 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
 268 designation of Property.
- 269 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
 270 required by Section 553.996, F.S.
- 271 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 272 mandatory.
- 273 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS
 274 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
 275 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

- 276 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
277 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
278 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
279 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
280 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
281 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 282 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
283 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
284 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
285 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
286 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
287 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
288 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
289 FIRPTA.
- 290 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
291 not readily observable and which have not been disclosed to Buyer. Except as otherwise disclosed in writing
292 Seller has received no written or verbal notice from any governmental entity or agency as to a currently
293 uncorrected building, environmental or safety code violation.

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

295 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs,
296 replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but
297 not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").
298 See Paragraph 9(a) for escrow procedures, if applicable.

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

300* (a) **INSPECTION PERIOD:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection
301 Period"), within which Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections as
302 described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d)
303 below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's
304 obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract
305 does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to
306 its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
307 completion.

308 (b) **GENERAL PROPERTY INSPECTION AND REPAIR:**

309 (i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair
310 or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in
311 and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
312 license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection
313 Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by
314 delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional
315 Inspector's written report dealing with such items.

316 (ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling,
317 roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items
318 together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical,
319 security, sprinkler, septic, and plumbing systems and machinery, seawalls, dockage, watercraft lift(s) and
320 related equipment, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn
321 screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles shall be repaired
322 or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined
323 below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace.
324 "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic
325 Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not
326 limited to: pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window
327 treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or
328 mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio
329 floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must
330 repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

331 (iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring
332 items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's

333 written notice or General Inspection report, either have the reported repairs to General Repair Items completed
334 at Seller's expense, or have repairs estimated by an appropriately licensed person and a copy delivered to
335 Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and
336 estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the
337 differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector,
338 whose written report shall be binding on the parties.

339 If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs
340 made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair
341 Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by
342 delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of
343 General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and
344 agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing
345 Maintenance Requirement. If neither party delivers such written notice to the other, then either party may
346 terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all
347 further obligations under this Contract.

348 (c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

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

355 (ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO
356 Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's
357 cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within
358 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an
359 appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a
360 copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f)
361 below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property
362 exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written
363 notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost
364 to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition
365 with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer
366 does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to
367 the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further
368 obligations under this Contract.

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

370 (i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to
371 determine whether there exist any open or expired building permits or unpermitted improvements to the
372 Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the
373 existence of any open or expired building permits or unpermitted improvements to the Property. If Buyer's
374 inspection of the Property identifies permits which have not been properly closed or improvements which were
375 not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information
376 in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of
377 such open permits or unpermitted improvements.

378 (ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice,
379 have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and
380 a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have
381 open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental
382 entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing
383 Date, Seller will provide Buyer with any written documentation that all open and expired building permits
384 identified by Buyer or known to Seller have been closed out and that Seller has obtained and closed required
385 building permits for improvements to the Property. If final permit inspections cannot be performed due to delays
386 by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections,
387 failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby
388 releasing Buyer and Seller from all further obligations under this Contract.

389 If cost to close open or expired building permits or to remedy any permit violation of any governmental entity
390 exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may

391 elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller
392 accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit
393 from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other,
394 then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer
395 and Seller from all further obligations under this Contract.

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

402 (f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**
403 All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately
404 licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality,
405 value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as
406 provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair,
407 treatment and maintenance contracts and warranties to Buyer.

408 **ESCROW AGENT AND BROKER**

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

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

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

448 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
449 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
450 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

451 **DEFAULT AND DISPUTE RESOLUTION**

452 **15. DEFAULT:**

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

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

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

467 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 468 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled 469 as follows:

470 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
471 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
472 16(b).

473 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
474 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
475 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
476 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
477 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
478 16 shall survive Closing or termination of this Contract.

479 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 480 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 481 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 482 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the 483 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

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

485 **18. STANDARDS:**

486 **A. TITLE:**

487 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
488 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
489 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
490 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
491 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
492 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
493 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
494 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
495 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
496 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
497 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
498 addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing
499 and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of
500 items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined
501 according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

502 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
503 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
504 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
505 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
506 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
507 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
508 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
509 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
510 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,
511 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
512 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
513 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
514 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
515 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
516 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
517 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
518 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

529 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
530 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
531 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
532 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit,
533 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
534 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
535 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
536 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
537 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
538 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
539 thereunder.

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

548 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
549 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
550 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
551 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
552 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or
553 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
554 day on which a national legal public holiday is observed.

555 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under
556 this Contract or be liable to each other for damages so long as performance or non-performance of the right or
557 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,
558 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,
559 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of

560 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by
561 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.
562 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents
563 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.
564 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time
565 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,
566 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond
567 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit
568 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

575 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
576 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
577 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
578 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
579 means.

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

585 (iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury
586 Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer
587 shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial
588 Owners, including photo identification, and related to the transaction contemplated by this Contract which are
589 required to complete mandatory reporting including the Currency Transaction Report; and Buyer consents to
590 Closing Agent's collection and report of said information to IRS.

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

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

606 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
607 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
608 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments
609 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents
610 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
611 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
612 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
613 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
614 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment
615 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
616 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements

617 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
618 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
619 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
620 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
621 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
622 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
623 shall survive Closing.

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

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

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

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

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

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

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

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

665 **T. RESERVED.**

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

669 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
670 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
671 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
672 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
673 from the IRS authorizing a reduced amount of withholding.

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

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

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

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

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

ADDENDA AND ADDITIONAL TERMS

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

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| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> H. Homeowners'/Flood Ins | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> I. Mold Inspection | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> FF. Credit Related to Buyers Broker Compensation |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> GG. Sellers Agreement with Respect to Buyers Broker Compensation |
| <input type="checkbox"/> K. "As Is" | <input type="checkbox"/> V. Sale of Buyer's Property | |
| <input type="checkbox"/> L. Right to Inspect/ Cancel | <input type="checkbox"/> W. Back-up Contract | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause | _____ |
| <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Seller's Attorney Approval | _____ |
| | <input type="checkbox"/> Z. Buyer's Attorney Approval | |

20. ADDITIONAL TERMS: _____

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COUNTER-OFFER

718 * Seller counters Buyer's offer.

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

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

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Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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

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ATTENTION: SELLER AND BUYER

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CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

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At time of purchase, Buyer must provide a signed affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

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Buyer: _____ Date: _____

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Buyer: _____ Date: _____

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Seller: _____ Date: _____

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Seller: _____ Date: _____

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

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

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Cooperating Sales Associate, if any

Listing Sales Associate

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Cooperating Broker, if any

Listing Broker

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