

Exclusive Right of Sale Listing Agreement

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

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal
5 property (collectively "Property") described below, at the price and terms described below, beginning
6* _____ and terminating at 11:59 p.m. on _____ ("Termination Date"). Upon
7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge
9 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
11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**
13* **(a) Street Address:** _____

14 _____
15* Legal Description: _____
16* _____ See Attachment _____

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

19 **(c) Occupancy:**
20* 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 (specify) _____

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

25* with the 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

28* _____, at an interest rate of _____% fixed variable (describe) _____.

29* Lender approval of assumption is required is not required unknown. **Notice to Seller: (1)** You may

30 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your

31 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required

32 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

33 **(2)** Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's

34 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or

35 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are

36 advised to consult with a legal or mortgage professional to make this determination.

37* **(c) Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed _____% of the

38 purchase price and any other expenses Seller agrees to pay in connection with a transaction.

39 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with
40 this Agreement until a sales contract is pending on the Property.

41 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
42 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
43 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public
44 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in
45 the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to
46 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use
47 by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker
48 otherwise in writing.

- 49 **6. Broker Authority: Seller** authorizes **Broker** to:
- 50 (a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):
- 51 (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing
- 52 websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing
- 53 networks and applications available to the general public.
- 54 (ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's**
- 55 **office.**
- 56 (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.
- 57 (iv) Use **Seller's** name in connection with marketing or advertising the Property.
- 58* Display the Property on the Internet except the street address.
- 59 (b) Not Publicly Market to the Public/Seller Opt-Out:
- 60* (i.) **Seller** does not authorize **Broker** to display the Property on the MLS.
- 61 (ii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale will not be placed
- 62 upon the Property and
- 63 (iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to
- 64 marketing the Property only to agents within **Broker's** office.
- 65 _____/_____ **Initials of Seller**
- 66 (c) Obtain information relating to the present mortgage(s) on the Property.
- 67 (d) Provide objective comparative market analysis information to potential buyers.
- 68* (e) **(Check if applicable)** Use a lock box system to show and access the Property. A lock box does not
- 69 ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock
- 70 box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor
- 71 Board / Association from all liability and responsibility in connection with any damage or loss that occurs.
- 72* Withhold verbal offers. Withhold all offers once **Seller** accepts a sales contract for the Property.
- 73 (f) Act as a transaction broker.
- 74 (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These
- 75 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
- 76 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
- 77 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
- 78 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
- 79 comments and reviews about this Property.
- 80* **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
- 81 estimate) to be displayed in immediate conjunction with the listing of this Property.
- 82* **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or
- 83 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.
- 84 **7. Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:
- 85 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to
- 86 **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- 87 (b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply
- 88 with them.
- 89 (c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during
- 90 reasonable times.
- 91 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
- 92 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
- 93 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
- 94 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the
- 95 existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker
- 96 who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This
- 97 clause will survive **Broker's** performance and the transfer of title.
- 98 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- 99 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
- 100 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such
- 101 material facts (local government building code violations, unobservable defects, etc.) other than the following:
- 102* _____
- 103 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.
- 104 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting
- 105 requirements, and other specialized advice.

- 106 8. **Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing,
107 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
108 terms acceptable to Seller. Seller will pay Broker as follows (plus applicable sales tax):
109* (a) _____% of the total purchase price plus \$_____ 275 OR \$_____, no
110 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's
111 fee being earned.
- 112* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is
113 exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this
114 subparagraph.
- 115* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or
116 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
117 contract granting an exclusive right to lease the Property.
- 118 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
119 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
120 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the
121 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
122* cancel an executed sales contract. (3) If, within _____ days after Termination Date ("Protection Period"),
123 Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
124 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date.
125 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another
126 broker.
- 127* (e) **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive _____% (50% if
128 left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to
129 exceed the Paragraph 8(a) fee.
- 130 9. **Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if
131 compensated by Seller or Broker, may represent the interests of the buyer. Broker's office policy is to cooperate
132 with all other brokers except when not in Seller's best interest and to offer compensation in the amount of
133* _____% of the purchase price or \$_____ to a single agent for the buyer; _____% of the
134* purchase price or \$_____ to a transaction broker for the buyer; and _____% of the purchase
135* price or \$_____ to a broker who has no brokerage relationship with the buyer.
136* None of the above. (If this is checked, the Property cannot be placed in the MLS.)
- 137 10. **Brokerage Relationship:** Broker will act as a transaction broker. Broker will deal honestly and fairly; will account
138 for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect
139 the value of the residential property which are not readily observable to the buyer; will present all offers and
140 counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with
141 Seller unless waived in writing.
- 142 11. **Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If
143 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct
144* expenses incurred in marketing the Property, and pay a cancellation fee of \$_____ plus
145 applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph
146 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property
147 during the time period from the date of conditional termination to Termination Date and Protection Period, if
148 applicable.
- 149 12. **Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
150 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
151 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator
152 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
153 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
154* **Arbitration:** By initialing in the space provided, Seller (____) (____), Sales Associate (____), and Broker (____)
155 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the
156 Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed
157 upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement
158 or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split
159 the arbitrator's fees and administrative fees of arbitration.
- 160 13. **Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives,
161 administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This

162 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations
163 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
164 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
165 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories
166 of potential or actual transferees.

167* **14. Additional Terms:** _____
168 _____
169 _____
170 _____
171 _____
172 _____
173 _____
174 _____
175 _____
176 _____
177 _____
178 _____
179 _____

180* **Seller's Signature:** _____ **Date:** _____

181* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

182* Address: _____

183* Email Address: _____

184* **Seller's Signature:** _____ **Date:** _____

185* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

186* Address: _____

187* Email Address: _____

188* **Authorized Sales Associate or Broker:** _____ **Date:** _____

189* Brokerage Firm Name: _____ RE/MAX Metro _____ Telephone: _____

190* Address: _____ 150 - 2nd Ave N, St Petersburg FL 33701

191*

Copy returned to Seller on _____ by <input type="checkbox"/> email <input type="checkbox"/> facsimile <input type="checkbox"/> mail <input type="checkbox"/> personal delivery.
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Comprehensive Rider to the Residential Contract For Sale And Purchase

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

When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

_____ (SELLER)
and _____ (BUYER)
concerning the Property described as _____

Buyer's Initials _____ Seller's Initials _____

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

PART A. DISCLOSURE SUMMARY

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For _____
(Name of Community)

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE _____ BUYER _____

DATE _____ BUYER _____

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

PART B.

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1. **APPROVAL:** The Association's approval of Buyer (**CHECK ONE**): ___ is ___ is not required. If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:

(a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____

(b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, and (**CHECK ONE**): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

(c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

The Association or Management Company to which assessments, special assessments or rent/land use fees are due and payable, is/are:

Contact Person _____ **Contact person** _____
Phone _____ **Phone** _____
Email _____ **Email** _____

Additional contact information can be found on the Association's website, which is:

www. _____

Comprehensive Rider to the Residential Contract For Sale And Purchase

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

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____

Seller's Initials _____

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
 - Known lead-based paint or lead-based paint hazards are present in the housing.
 - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the Seller (CHECK ONE BELOW):
 - Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
 - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (CHECK ONE BELOW):
 - Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- _____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ SELLER	_____ Date	_____ BUYER	_____ Date
_____ SELLER	_____ Date	_____ BUYER	_____ Date
_____ Listing Licensee	_____ Date	_____ Selling Licensee	_____ Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Seller's Property Disclosure – Residential

Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: _____ (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

¹ *Johnson v. Davis*, 480 So.2d 625 (Fla. 1985).

Yes **No** **Don't Know**

4. Plumbing

- (a) What is your drinking water source? public private well other
- (b) Have you ever had a problem with the quality, supply, or flow of potable water?
- (c) Do you have a water treatment system?
If yes, is it owned leased?
- (d) Do you have a sewer or septic system? If septic system, describe the location of each system: _____
- (e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?
- (f) Are there or have there been any defects to the water system, septic system, drain fields or wells?
- (g) Have there been any plumbing leaks since you have owned the Property?
- (h) Are any polybutylene pipes on the Property?
- (i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain:

5. Roof and Roof-Related Items

- (a) To your knowledge, is the roof structurally sound and free of leaks?
- (b) The age of the roof is _____ years OR date installed _____
- (c) Has the roof ever leaked during your ownership?
- (d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof?
If yes, please explain: _____
- (e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system?
If yes, please explain: _____

6. Pools; Hot Tubs; Spas

Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.

- (a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s):
enclosure that meets the pool barrier requirements approved safety pool cover required door and window exit alarms required door locks none
- (b) Has an in-ground pool on the Property been demolished and/or filled?

7. Sinkholes

Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.

- (a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?
- (b) Has any insurance claim for sinkhole damage been made?
If yes, was the claim paid? yes no If the claim was paid, were all the proceeds used to repair the damage? yes no
- (c) If any answer to questions 7(a) - 7(b) is yes, please explain:

Yes No Don't Know

8. Homeowners' Association Restrictions; Boundaries; Access Roads

- (a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)
Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.
- (b) Are there any proposed changes to any of the restrictions?
- (c) Are any driveways, walls, fences, or other features shared with adjoining landowners?
- (d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?
- (e) Are there boundary line disputes or easements affecting the Property?
- (f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?
- (g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?
 If yes, is there a right of entry? yes no
- (h) Are access roads private public? If private, describe the terms and conditions of the maintenance agreement: _____

- (i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____

9. Environmental

- (a) Was the Property built before 1978?
 If yes, please see Lead-Based Paint Disclosure.
- (b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?
- (c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?
- (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?
- (e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____

10. Governmental, Claims and Litigation

- (a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?
- (b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?
- (c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?
- (d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?
- (e) Have you ever had any claims filed against your homeowner's Insurance policy?



AFFILIATED BUSINESS DISCLOSURE

This disclosure provides notice to you that **RE/MAX Metro** has a business relationship with **Baywalk Title, Inc. dba Title Insurors of Florida** and **Metro TI LLC dba Motto Mortgage Advisors**. The owners of RE/MAX Metro have a 100% ownership interest in Title Insurors of Florida and Motto Mortgage Advisors. Because of this relationship, this referral may provide RE/MAX Metro a financial or other benefit.

Set forth below is an estimated charge or range of charges for settlement services for Title Insurors of Florida.

Title Insurors of Florida

Seller's Charges:

Closing Service Fee.....\$400 - \$450 Search Fee.....\$75 - \$150
(Short Sales – Call for a quote)

Title insurance is based on promulgated rates.

The first \$100,000 will be charged \$5.75 per \$1,000.

The rate is then reduced to \$5.00 per \$1,000 up to \$1,000,000.

(See Title Agent for exact quotes for properties exceeding \$1,000,000.)

If a prior policy is provided, which is less than 3 years old, a reissue credit will be given at closing.

Buyer's Charges:

Closing Service Fee.....\$250 - \$675 Lender Policy (if required)\$25 flat fee
Plus endorsements as required by Lender.

Motto Mortgage Advisors

Buyer's Charges:

Credit Report.....\$25 - \$50
Appraisal\$400 - \$750
Closing Service Fee.....\$250 - \$625

You are NOT required to use the listed providers as a condition for the purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ACKNOWLEDGEMENT: I/We have read this disclosure form, and understand that RE/MAX Metro is referring me/us to purchase the above described settlement service and may receive a financial or other benefit as the result of this referral.

Seller or Buyer Name

Seller or Buyer Signature Date

Seller or Buyer Name

Seller or Buyer Signature Date

RE/MAX Metro Sellers Disclosures



- Seller is an LLC: Seller line on agreement should read "ABC Public Company, LLC."
Signature line should be "John Q. Public, as Manager, as Member, or as Agent."
- Seller is a Corporation: Seller line on agreement should read "Acme, Inc".
Signature line should be "John Q. Public, as President or as Vice President."
- Seller is a Trust: Seller line on agreement should read "John Q. Public as Trustee of ABC Trust".
Signature line should be "John Q. Public, as Trustee".
- Seller is an Estate: Seller line on agreement should be "Estate of William L. Smith, deceased".
Signature line should be court appointed seller's name followed by the title assigned by court "Susan Smith, Personal Representative of the Estate of William L. Smith deceased".
- Seller is Power of Attorney: Seller line on agreement should read "Bill Smith".
Signature line should be "John Q. Public, as POA for Bill Smith".
(Must provide copy of POA)

() () **FIRPTA TAX WITHHOLDING**

If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the amount withheld to the Internal Revenue Service ("IRS") unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. No withholding is required under Section 1445 of the Code if the seller is not a "foreign person."

() () **PROFESSIONAL ADVICE**

We are not attorneys and do not provide legal advice or render any opinion on the title to or the condition of real estate. We recommend that you consult appropriate professionals for legal, title, tax, environmental and other specialized advice concerning matters affecting the property and your real estate transaction.

() () **HOME WARRANTY**

We acknowledge having the benefits, costs, and limitations of a Home Warranty Plan shared with us by our RE/MAX Metro agent.

- We hereby elect to purchase this coverage.

OR

- We hereby waive this coverage and agree to hold harmless RE/MAX Metro and its agents against any liability resulting from failure of systems and appliances that would have been covered by a Home Warranty Plan.

RE/MAX Metro Sellers Disclosures

WIRE INSTRUCTIONS AND CONFIDENTIAL INFORMATION

Always independently verify wiring instructions sent via email by calling and speaking to the company directly.

Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply.

Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. **In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number).** Buyer and Seller should contact them at a number that is independently obtained (e.g., from the Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

I have read this and agree to hold RE/MAX Metro harmless from any damages that might occur as a result of any failure to verify wire instructions or failure to use these procedures.

HOLD HARMLESS

Buyer(s) and Seller(s) understand and acknowledge that any agreement between them and any contractor, decorator, handyman or repair service, carpet company, cleaning service, home inspection company, moving company or any other service referred by RE/MAX Metro, or its agents and staff, is a separate agreement with that party and the Buyer(s) and/or Seller(s) agree to hold RE/MAX Metro and its agents and staff harmless from any responsibility regarding the agreement with the respective party or parties.

The Coronavirus (COVID-19)

The Coronavirus (COVID-19) pandemic may cause unprecedented impacts to real estate transactions, including, but not limited to, travel restrictions, self-imposed and/or governmental required isolations, potential closures of offices and institutions required to fund, close and record real estate transactions, and actions or inactions of a homeowners' association or condominium association ("Impacts"). The Coronavirus (COVID-19) pandemic may also expose all participants in a real estate transaction to serious health risks including, but limited to, disease, illness, disability or death ("Health Risks"). You agree to release and hold harmless RE/MAX Metro and its successors, assigns, parents, subsidiaries, affiliated and related entities, officers, directors, members, directors, shareholders, agents, independent contractors and all persons acting by or through RE/MAX Metro from any and all claims, demands, actions, suits, causes of action, obligations, damages, attorneys' fees and costs and liabilities of whatever kind or nature in law, equity or otherwise that arise from or relate to Impacts and/or Health Risks caused by the Coronavirus (COVID-19) pandemic.

Seller Signature

Date

Seller Signature

Date

Brokerage Relationship Disclosure

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND

SELLERS THEIR DUTIES. As a single agent, _____ RE/MAX METRO _____

and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

Date

Signature

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

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