

ONLINE

CONTRACT REVIEW



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- As- Is Contract
- Addendums to Contract
- Permit language in Contract
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- Timelines

Presenter: Charles Esposito, Esq.
JK Closings Managing Attorney



Real Estate Attorneys

Palm Beach | Broward | Miami-Dade

CLOSING AGENT SERVICES



"AS IS" Residential Contract For Sale And Purchase

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

PARTIES: _____ ("Seller"),
and _____ ("Buyer"),

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

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: _____
(b) Located in: _____ County, Florida. Property Tax ID #: _____
(c) Real Property: The legal description is _____

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

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

Other Personal Property items included in this purchase are: Washer/Dryer, Microwave

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

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

PURCHASE PRICE AND CLOSING

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

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

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: JK Closing Attorneys

Address: _____

Phone: _____ E-mail: _____ Fax: _____

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

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

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

- (d) Other: \$

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

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

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

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

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

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

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

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

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

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be



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JK Contract Review Course – Counting Days in FR/BAR

There is no Florida law governing the counting of days in contracts. Each contract can calculate time differently. The Florida Realtors/Florida Bar (FR/BAR) Standard and “As Is” contracts are no different.

What is the Effective Date?

The “Effective Date” (Paragraph 3(b), lines 48-49)

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

Notice that the effective date is not a date you can choose! It is the date the last offer or counter-offer has been signed **AND DELIVERED** by the last party to sign.

EXAMPLE: If the last counter-offer is **signed** by Seller at 8:00 PM on July 1st, and the Seller **delivers** the counter-offer on July 2nd at 9:00 AM, the Effective Date is July 2nd.

How does FAR/BAR calculate time periods?

Standard F (line 420): **Except** for the effective date and time for acceptance, **calendar days** are to be used to compute time periods, and any time periods or dates ending or occurring on a weekend or national holiday are extended to 5:00 PM of the next **business day**.

If a time period ends on a Saturday, Sunday or national legal holiday, then it would be extended to 5:00 PM the next **business day**; otherwise, the time period ends at 11:59 PM since **calendar days** are used.

EXAMPLE: If the Effective Date of the contract is Wednesday, Nov. 25, 2020, and the time period for making the deposit is "within 3 days after the Effective Date," (line 29-30) the deposit must be made no later than 5:00 PM on Monday, Nov. 30, 2020. Why?

- **Wednesday, Nov. 25: Not counted**
The language states the time for making the deposit begins **after** the Effective Date. When language in FR/BAR states “within ___ days after,” don’t count the initial day when the action (Effective Date/signature/receipt/delivery/expiration) occurs.
- **Thursday, Nov. 26: Day 1**
It counts even though it's Thanksgiving, a national legal holiday!
Holidays only affect time periods if the deadline **ends on the holiday**.
- **Friday, Nov. 27: Day 2** (and Black Friday is not a holiday, however our office is closed...)
- **Saturday, Nov. 28: Not counted**
Technically Day 3, but the deposit isn't due as the time period ended on a **weekend**, which means the deadline is extended to 5:00 PM of the following business day.
- **Sunday, Nov. 29: Not counted**
Same reason as Saturday.
- **Monday, Nov. 30: Day 3**
The deposit is due by 5:00 PM as this is the next business day.

5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

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

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

FINANCING

8. FINANCING:

☐ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

(i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's mortgage broker and lender in connection with Buyer's mortgage loan application.

(ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and 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, to Seller and Broker.

(iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

(iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period. Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:

- (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
(2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then 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; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, 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 for terms).

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

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

(b) COSTS TO BE PAID BY BUYER:

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

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.


Seller Pays (CHECK ONE):

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

Buyer Pays

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

Buyer pays, but Seller pays title search and lien search

- 164 *  ☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy
 165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
 166 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
 167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
 168 * policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____
 169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
 170 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
 171 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
 172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
 173 * (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by
 174 * _____ at a cost not to exceed \$ _____. A home
 175 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
 176 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
 177 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
 178 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
 179 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
 180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
 181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
 182 be paid in installments **(CHECK ONE):**
 183 * ☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
 184 Installments prepaid or due for the year of Closing shall be prorated.
 185 * ☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
 186 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
 187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
 188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- 190
 191 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
 192 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 193 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
 194 radon and radon testing may be obtained from your county health department.
 195 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
 196 does not know of any improvements made to the Property which were made without required permits or made
 197 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
 198 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
 199 written documentation or other information in Seller's possession, knowledge, or control relating to
 200 improvements to the Property which are the subject of such open permits or unpermitted improvements.
 201 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
 202 desires additional information regarding mold, Buyer should contact an appropriate professional.
 203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
 204 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
 205 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
 206 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
 207 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
 208 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
 209 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
 210 * may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
 211 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 212 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
 213 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums
 214 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured
 215 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial
 216 rating.
 217 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
 218 required by Section 553.996, F.S.

- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

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

consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

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

ESCROW AGENT AND BROKER

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

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

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

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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.

W. RESERVED

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

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**):

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

20. ADDITIONAL TERMS: **BAD FOR SELLER**

Seller shall close out any and all open permits and code violations at Seller's expense prior to closing.

COUNTER-OFFER/REJECTION

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

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.

W. RESERVED

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

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**):

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

20. ADDITIONAL TERMS: NEUTRAL LANGUAGE

1. If citations, open permits and/or violations are discovered after the "Inspection Period" and at/or prior to closing, then the Seller may elect to satisfy, close, or release such citations, open permits or violations prior to closing. If the Seller elects not to do so, then the Buyer may either accept the property in its "AS IS" condition or cancel the contract and be refunded the earnest money deposit and the contract will be terminated.

COUNTER-OFFER/REJECTION

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

☐ Seller rejects Buyer's offer.

this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

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

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

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

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

- 18. STANDARDS:**

A. TITLE:

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

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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

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

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

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

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

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

T. RESERVED.

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

V. 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 withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(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

ADDENDUM TO CONTRACT

This Addendum to the Contract for Sale and Purchase dated «=EffectiveDate» (“Contract”) is incorporated into the Contract between:

Buyer: «=borrower_name»
Seller: «=seller_name»
Property: «=property_address_inline»

In the event of inconsistencies between this Addendum and any prior Addenda and the Contract, the provisions contained in this Addendum shall prevail.

1. **EXTENSION.** Buyer and Seller agree to extend the closing to on or before «=ExtensionDate», conditioned on the following:
2. **PRO-RATIONS.** Buyer and Seller agree that all pro-rations shall be as of «=ProrationDate».
3. **ADDITIONAL DEPOSIT.** Buyer agrees that in consideration of the extension, the Buyer shall upon execution of this addendum, immediately deposit an additional \$____.00 in Escrow.
4. **TRANSFER OF DEPOSIT.** Buyer and Seller agree, authorize, and direct «=ClosingAgent» (“Escrow Agent”) upon the execution of this addendum to immediately transfer the \$«=EMD_Amount» (“Escrow”) to JK Closing Attorneys, PLLC which Escrow shall be immediately transferred to the Seller and upon closing shall appear as a Seller Held Escrow Deposit. Buyer authorizes and directs JK Closing Attorneys, PLLC, subsequent escrow agent, to disburse the \$«=EMD_Amount» (“escrow deposit”) directly to the Seller.
5. **FINANCE CONTINGENCY.** Notwithstanding any other prior agreement, addendum and any other provision of the Contract, the Buyer and Seller agree that the Buyer(s) hereby continue(s) to waive their finance contingency in accordance with paragraph 8 of the Contract.
6. **RELEASE OF DEPOSIT.** Buyer and seller agree that if this transaction fails to close and fund by **5PM on «=ExtensionDate»**, other than the fault of the Seller, then the Seller shall retain the already held deposit as liquidated damages and the Contract shall become null and void and shall have no further effect on either party and Buyer and Seller shall release each other of any and all liabilities whatsoever and Buyer shall **NOT** be entitled to any portion of the Escrow. No further releases or signatures shall be required in order to comply with this paragraph.

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 _____

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (**CHECK ONE**): ☐ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Association (**CHECK ONE**): ☐ has ☐ does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (**CHECK ONE**): ☐ have ☐ do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are

\$ _____ payable (**CHECK ONE**): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

and if more than one Association assessment

\$ _____ payable (**CHECK ONE**): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

and the current rent on recreation areas, if any, is

\$ _____ payable (**CHECK ONE**): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

- (c) Special Assessments and Prorations:

- (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: _____

- (ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**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.**

- (iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

- (iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

- (v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

- (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(l), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

5. NON-DEVELOPER DISCLOSURE:

(CHECK ONE):

☐ (a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

☒ (b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND

LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (**CHECK ONE**): ☐ requests ☐ does not request a current copy of the documents specified in Paragraph 5, above. If this Contract ~~does~~ does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

7. BUYER'S RECEIPT OF DOCUMENTS:

(**COMPLETE AND CHECK ONLY IF CORRECT**) ☐ Buyer received the documents described in Paragraph 5, above, on _____.

8. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # _____ Garage # _____ Other: _____

9. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

10. GOVERNANCE FORM:

PURSUANT TO CHAPTER 718, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE FROM SELLER A COPY OF THE GOVERNANCE FORM IN THE FORMAT PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, SUMMARIZING THE GOVERNANCE OF THE CONDOMINIUM ASSOCIATION.

CONDO DOCS FAQ&A

One of the most overlooked documents within a condominium association is often the Frequently Asked Questions and Answers Sheet (FAQ&A) or Disclosure as it is sometimes called.

This is a very important document that is required by Florida law. Statute 718.504 requires this to be provided by the association whether it is developer controlled or membership controlled. This document must be updated annually and made available to prospective purchasers or owners upon request as other certain association documents would be. It is generally provided to the owner, seller, or prospective buyer upon request at no charge.

And most importantly, it must include the following questions:

1. What are my voting rights in the condominium association?
2. What restrictions exist in the condominium documents on my right to use my unit?
3. How much are my assessments to the condominium association for my unit type, and when are they due?
4. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?
5. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?
6. Is the condominium association or any other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

These are the six questions that the statute requires, placed in order by the DBPR, Division of Condominiums.

And as always, it should be followed by a disclosure similar to the following:

Note: The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the purchase agreement, and the condominium documents for complete details.

Remember, the FAQ&A by law shall be updated annually.

Link to online DBPR Form - http://www.myfloridalicense.com/dbpr/lsc/documents/6000-4_faq_sheet.pdf

I. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

Since the passage of the Foreign Investment in Real Property Tax Act (FIRPTA) in 1980, foreign nationals who transfer or sell their U.S. properties are required to have up to 15% of the gross sales proceeds withheld per IRS regulations. This requirement reduces the foreign seller's net sale proceeds and also adds yet another step to what may already be a complex closing transaction. (Line 534 As Is)

A. WHO DOES FIRPTA APPLY TO?

FIRPTA applies when the Seller is a "foreign person," meaning either (i) a non-resident alien individual, or (ii) a foreign entity, partnership, trust, or estate. If the Seller falls under one of these categories, then the **Buyer** is responsible for withholding up to 15% of the gross sales proceeds.

1. U.S. PERSON OR FOREIGN PERSON

A U.S. Person is defined as:

- A. A citizen or resident of the U.S.
 - B. A domestic corporation*
 - C. A domestic partnership
 - D. A trust (where U.S. courts can supervise the trust and a U.S. person has control)
- *not including limited liability companies*

A) INDIVIDUALS

For FIRPTA withholding not to be required, an individual Seller must meet one of the following:

- 1. A citizen
- 2. A resident alien (green card); or
- 3. Substantial presence test
 - a. Present in U.S. 183 days over 3-year period and minimum 31 days in current year
 - b. Present year = 1-day, Preceding year = 1/3 day, 2nd preceding year = 1/6 day

Note: If a Seller is multiple individuals, the status of each individual must be determined *even for a married couple*.

B) DOMESTIC CORPORATION

The definition of a "U.S. person" lists domestic corporations. For corporations, the sole inquiry is whether the company was created or organized in the U.S. If the corporation was created or organized in the U.S., then the tax withholding does not apply in connection with the sale of its real property.

C) DOMESTIC PARTNERSHIP

As with corporations, the definition of a "U.S. person" also includes domestic partnerships. For federal tax purposes, a partnership means a business entity that is not a corporation and that has at least two members. To determine whether a partnership is a U.S. person, the sole inquiry is whether the partnership is domestic. If the partnership was created or organized in the U.S., then the tax withholding does not apply in connection with the sale of the partnership's real property.

D) TRUST

A trust is deemed a U.S. person if it meets a two-part test. The first part is whether a court within the U.S. is able to exercise primary supervision over the administration of the trust, also known as the "court test." The second part is whether one or more U.S. persons have the authority to control all substantial decisions of the trust, also known as the "control test."

E) LIMITED LIABILITY COMPANY

In general, a business entity is considered a "domestic" entity if it is created or organized under the laws of the U.S. or of any of its states. However, when the seller is a limited liability company, the fact that it was formed or created in the U.S. does not necessarily mean that it is a U.S. person for tax purposes. The reason is that a company is not listed in the definition of a "U.S. person."

Disclaimer: The information, agreements, forms, documents, and/or anything provided by JK Closing Attorneys, PLLC in this presentation or on our website and affiliate sites are for informational purposes only and do not constitute legal advice.

The difference between an LLC and other business entities is that an LLC has options as to how it is to be treated or classified by the IRS for tax purposes. The members (also known as the owners of the company) can elect to treat the company as either a 1) corporation; 2) disregarded entity; or 3) a partnership.

1) Corporation

- a. If a company elected to be treated as a corporation, the only inquiry is whether the company was created or organized in the U.S. If it is domestic, then the tax withholding does not apply in connection with the sale of its real property. The domestic company, in this case, may issue a nonforeign affidavit at closing, after providing documentation from the IRS confirming its election as a corporation. However, if the seller is a foreign company, then the tax withholding is required.

2) Disregarded Entity

- a. If a single member LLC does not elect to be treated as a corporation, then they are a disregarded entity and the FIRPTA analysis is treated as if it were a sole proprietorship (follows the individual owner's status). If it is determined that the single member is a foreign person, the tax withholding is required, regardless of the fact that the company is domestic.

3) Partnership

- a. Unless a multi-member LLC elects to be treated as a corporation, then it is treated like a partnership and follows the rules governing partnerships (is the partnership foreign or domestic?). The sole inquiry is whether the company was created or organized in the U.S. If such company was created or organized in the U.S., then the tax withholding is not required in connection with the sale of the company's real property.

B. EXCEPTIONS TO FIRPTA – FILE THE FIRPTA AFFIDAVIT

Under FIRPTA, if the Seller is Foreign, no withholding is required if:

1. The property is **RESIDENTIAL**; AND
2. The Buyer is an **INDIVIDUAL**; AND
3. The Buyer or Buyer's family will be the **OCCUPANTS** 50% of the time it is occupied in each of first two years (Note: Vacant time is not included and it does not have to be a primary residence); AND
4. The **PURCHASE PRICE** is \$300,000.00 or less.

When all of these apply, the **Buyer** will fill out the FIRPTA Affidavit directing JK Closing Attorneys not to withhold any proceeds.

IF #1-3 are met, but the **PURCHASE PRICE** is \$300,001.00 - \$1,000,000.00, then only 10% of the proceeds are required to be withheld.

C. FORM 8288-B

In transactions governed by FIRPTA, the **Buyer** is technically responsible for withholding the necessary proceeds and then submitting them to the IRS, though in reality this is typically done by the Closing Agent. In a typical FIRPTA transaction, the withheld funds are sent to the IRS within 20 of closing. However, if an 8288-B Application for a Withholding Certificate is submitted **on or prior to the closing date**, the funds will be held in escrow pending the IRS' rejection or approval of the 8288-B Application. If everything is in order, the IRS will issue the 8288-B Withholding Certificate authorizing the withholding agent to release the withheld funds (or a portion of the funds) directly back to the Seller.

As with any tax-related matter, timing is of critical importance: you want to get the certificate as soon as possible to get your funds, but you also do not want to start earlier than tax law allows. **The 8288-B Withholding Certificate Application cannot be submitted until a valid real estate contract has been executed.** Afterward, the **application must be submitted to the IRS on or before the closing date on the contract.** If it has not been sent by the time the transaction closes, then the filing will be considered untimely and the withholding agent must transfer the applicable withholding to the IRS within 20 days of the closing. The foreign seller should make it clear to both the buyer and JK Closing Attorneys that an application for an 8288-B Withholding Certificate will be made so that no one is caught off guard. This error can greatly delay the return of funds to the Seller.

PLEASE NOTE: JK Closing Attorneys **DOES NOT** submit Form 8288-B and if form 8288-B is not approved within 20 days of closing, JK Closing Attorneys will submit the **FULL WITHHOLDING** amount to the IRS.

Contract to Lease

(This is not a Lease. A Lease should be signed before occupancy.)

1. **Parties:** _____ (Prospective "Landlord")
and _____ (Prospective "Tenant")
agree to execute a lease agreement ("Lease") no later than _____ [date] for the property described below. The Lease will include the terms set forth in Paragraphs 3–12 of this Contract to Lease ("Contract") and other mutually agreeable terms. ☐ Landlord ☐ Tenant (Landlord if left blank) will prepare the Lease.

2. **Deposit:** With the intention of entering into a Lease with Landlord, Tenant has paid \$ _____ ("Deposit") to _____ [deposit holder]. Upon execution of a Lease by both parties, the parties authorize the deposit holder to transfer the Deposit according to Landlord's instructions, and Landlord will credit the Deposit to the money due under Paragraph 5 below.

3. **Property Address:** _____

The property will be ☐ unfurnished ☐ furnished (attach inventory).
The property will be used for only residential purposes and occupied by only Tenant.

**MAKE SURE LANDLORD
AND TENANT
UNDERSTAND HOW THIS
DEPOSIT WILL BE DISBURSED!**

4. **Lease Term:** The lease will begin on _____ [date] and end on _____ [date].

5. **Money Due before Occupancy:** Tenant will pay the sum of \$ _____ before occupying the property. Tenant will not be entitled to move in or to key the property until the money due before occupancy has been paid. If no date is specified below, then funds will be due on the date of execution of this Contract.

First month's rent plus applicable taxes	\$ _____	due _____
Advance rent for month of _____	\$ _____	due _____
plus applicable taxes	\$ _____	due _____
Last month's rent plus applicable taxes	\$ _____	due _____
Security deposit	\$ _____	due _____
Security deposit for Association	\$ _____	due _____
Pet deposit	\$ _____	due _____
Other: _____	\$ _____	due _____
Other: _____	\$ _____	due _____

The Paragraph 2 Deposit will be credited as follows: (Check as applicable)

☐ \$ _____ to first month's rent ☐ \$ _____ to security deposit
☐ \$ _____ to last month's rent ☐ \$ _____ other (specify) _____

(If left blank, the Deposit will be credited to the first month's rent. Any remaining balance will be credited to the amounts due in the following order: 1) security deposit, 2) last month's rent, and 3) advance rent.)

6. **Rent Payments, Taxes, and Charges:** Tenant will pay total rent for the Lease Term of \$ _____ (excluding taxes). Tenant will also pay total taxes on the rent when applicable in the amount of \$ _____. Tenant will pay the rent, including taxes when applicable, as follows: (Check one)

☐ in full on _____ [date] in the amount of \$ _____.
☐ monthly, on the _____ day (the 1st day if left blank) of each month in the amount of \$ _____.

7. **Pets:** ☐ prohibited ☐ permitted, as described _____

8. **Smoking:** ☐ prohibited ☐ permitted

9. **Utilities:** **Tenant** will pay for all utility services during the Lease Term, connection charges, and deposits for activating existing utility connections to the property except for _____, which **Landlord** agrees to provide at **Landlord's** expense.
10. **Maintenance:** **Landlord** will be responsible for maintenance and repair of the property except for _____, which **Tenant** agrees to maintain and repair.
11. **Servicemember Status:** Is the Prospective **Tenant** a servicemember as defined in F.S. 250.01? NO ☐ YES ☐ If yes, Landlord must provide a written approval or denial of **Tenant's** application within seven days after receipt. If **Tenant** is denied, **Landlord** must provide a reason for the denial to the **Tenant**.
12. The following real estate brokerages ("Brokers") are the only Brokers involved in the procurement of this Contract to Lease and shall be paid commissions in the amounts set forth below upon full execution of a Lease.

Listing Brokerage: _____ Commission: _____
 Tenant's Brokerage: _____ Commission: _____

RENEWALS: Landlord shall pay to the Brokers (to be split equally) a lease renewal/lease extension commission equal to the greater of _____% of the gross rent for such renewal/extension or the amount set forth in Landlord's listing or other brokerage agreement with the Listing Broker. This shall be due upon the execution of the renewal/extension. This provision shall survive any subsequent lease between Landlord and Tenant.

SALES: In the event that the subject property is sold to any tenant or occupant identified in the lease or any member of their immediate family or any entity in which they have an interest during the term of the Lease (or any renewal, extension or new lease term), Landlord shall pay the Brokers (to be split equally) a sales commission equal to the greater of _____% of the sales price or the amount set forth in Landlord's listing or other brokerage agreement with Listing Broker. This provision shall survive any subsequent agreement between Landlord and Tenant.

13. **Association Approval:** Where applicable, the lease will be contingent upon condominium/cooperative/homeowners' association ("Association") approval. ☐ **Landlord** ☐ **Tenant** will pay a nonrefundable application fee of \$_____ and make application for Association approval by _____ [date]. If such approval is not obtained before beginning of Lease Term, either party may terminate the lease by written notice to the other at any time before Association approval; and **Tenant** will receive a return of all Deposits paid. If the lease is not terminated, rent will abate until Association approval is obtained.
14. **Additional Terms:** (Notice to **Landlord** and **Tenant**: You or your attorney must make any amendments to the lease form.) _____
15. **Background/Credit/Reference Check:** If **Landlord** determines that **Tenant's** background, credit, or reference check is not acceptable, **Landlord** may terminate this Contract by refunding the Deposit to **Tenant**; thereupon, the parties will be released from all obligations under this Contract.

16. **Failure to Perform:** If **Tenant** fails to perform any of the promises of this Contract, the Deposit paid by **Tenant** may be retained by or for the account of **Landlord** as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; and the parties will be released from all obligations under this Contract. If **Landlord** fails to perform any of the promises of this Contract, **Tenant** may elect to receive a refund of Deposit paid without waiving any action for damages resulting from **Landlord's** breach.

If Tenant simply decides they do not want to execute a lease any longer they are in default of this Contract and Landlord is owed the deposit.

BE CAREFUL!

Prospective Landlord (_____) (_____) and Prospective Tenant (_____) (_____) acknowledge



Broward/Miami Seller's Net Sheet

Reductions from Proceeds

Commission due Realtors \$ _____

Transaction/Processing Fee \$ _____

Typical Fee Charged to Seller:**

Closing Fee \$650.00

Doc Prep Fee \$150.00

Total: \$800.00



OUR FEE
\$595
+\$75 courier

***Our fee will **replace** the closing fees from buyer's title agent normally charged to the seller.

Additional Seller Fees at Closing:

Title Search \$200.00 (estimate)
*Ask us if we can help **lower** the title search fee **before** signing the purchase and sale agreement!*

Lien Clearing Fees

City Lien Search \$250.00 - \$350.00 (estimate)

Condo/HOA Estoppel \$350.00 - \$450.00 (estimate) (*per association*)

Documentary Stamps on Deed (0.007 x Purchase Price) \$ _____

Recording Fees \$75.00 (estimate)

Mortgage Payoff \$ _____

Other Payoffs (if applicable) \$ _____

Current Year Taxes (Pro-Rated) \$ _____

Any Past Due Taxes (if applicable) \$ _____

Closing Costs: \$ _____

Purchase Price: \$ _____

ESTIMATED Net: \$ _____

In Broward and Miami-Dade counties, the Buyer generally chooses the closing agent (line 162 or 164 of As Is Contract). As a law firm, JK Closing Attorneys can represent **Sellers** throughout the closing process. Our representation fees **REPLACE** the doc prep and settlement fees that would normally be charged to the Seller by the closing agent.

Included in our flat rate is contract review, document preparation (and addendums), transaction coordination, and access to legal counsel by both the Client and Listing Agent.

Download now



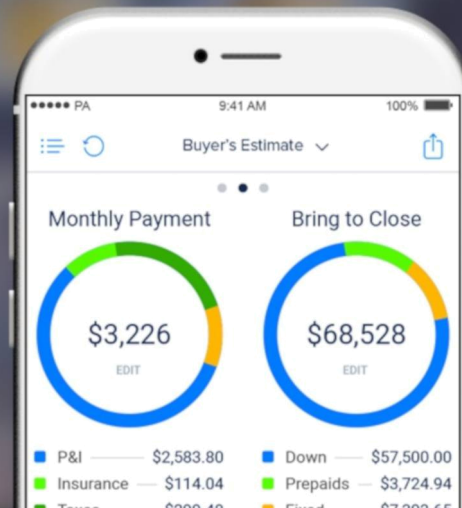
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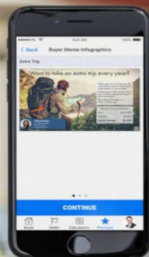
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