



REALTOR®

PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT
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REALTOR®

1 _____ ("BUYER/PURCHASER"),
2 and _____ ("SELLER"),
3 which terms may be singular or plural and include the successors, personal representatives and assigns of
4 BUYER and SELLER, hereby agree that SELLER will sell and BUYER will buy the following property with all
5 improvements ("Property"), upon the following terms and conditions and as completed or marked. In any
6 conflict of terms or conditions, that which is added will supersede that which is printed or marked. The Property
7 is in _____ County, Florida and is described as follows (if lengthy, attach legal description):

8 _____
9 _____
10 _____

11 ADDRESS: _____ Zip: _____

12 Real Estate Assessment # (optional) _____

13 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or
14 guardian's deed as appropriate to the status of the SELLER (unless otherwise required herein), subject to
15 current taxes, existing zoning (unless specified otherwise in paragraph 13), covenants, restrictions, and
16 easements of record.

- 17 1. PURCHASE PRICE to be paid by BUYER is payable as follows:
18 (A) Binder deposit, which will remain a binder until closing, unless sooner
19 disbursed, according to the provisions of this Agreement..... \$ _____
20 (B) Additional binder deposit due within ____ days after date of acceptance
21 of this Agreement..... \$ _____
22 (C) Balance due at closing (not including BUYER's closing costs, prepaid
23 items or prorations) by cashiers, official or certified check or wire transfer....\$ _____
24 (D) Proceeds of a new note and mortgage to be executed by BUYER to any
25 lender other than SELLER.....\$ _____
26 (E) PURCHASE PRICE\$ _____

27 2. FINANCING INFORMATION: BUYER intends to finance this transaction as follows: [] cash
28 transaction and therefore not contingent on financing; or [] with a loan without financing contingency;
29 or [] with the type of loan marked below with financing contingency, and if BUYER does not obtain the
30 required financing but otherwise complies with the terms hereof, the binder deposit(s), less sale and
31 loan processing costs incurred, will be returned to BUYER.

32 (A) APPLICATION: Within ____ days (five (5) days if left blank) after date of acceptance of this Agreement,
33 BUYER will make application for financing, pay lender for appraisal and credit reports, instruct lender to
34 order same without delay, and timely furnish any and all credit, employment, financial and other
35 information required by lender. BUYER hereby authorizes BUYER's lender to provide SELLER and
36 SELLER's broker with written notice of BUYER's loan status including application date(s), approval or
37 denial. Unless the mortgage loan is approved within _____ days (thirty (30) days if left blank) after
38 date of acceptance of this Agreement (the "Financing Contingency Period") without contingencies,
39 except those pertaining to the Property which are required for closing, such as marketable title, wood-
40 destroying organism inspection and survey as required by this Agreement, BUYER or SELLER will have
41 right to terminate this Agreement. If within five (5) days after expiration of the Financing Contingency
42 Period (unless the Financing Contingency Period is extended in writing by the parties) neither the
43 BUYER nor SELLER has terminated this Agreement by written notice to the other party, this Agreement
44 shall no longer be subject to a financing contingency and neither party will have the right to terminate
45 this Agreement under this provision and all time periods for closing and delivery of title insurance
46 commitment and survey shall run from the end of the five (5) day period.

47 1. [] FHA: "It is expressly agreed that, notwithstanding any other provisions of this Contract, the
48 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to
49 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has
50 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal

51 housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement lender setting forth the
52 appraised value of the Property of not less than \$ _____. The PURCHASER shall have the
53 privilege and option of proceeding with consummation of this Contract without regard to the amount of
54 the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the
55 Department of Housing and Urban Development will insure. HUD does not warrant the value nor the
56 condition of the Property. The PURCHASER should satisfy himself/herself that the price and condition of
57 the Property are acceptable.”

58 2. **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER
59 shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase
60 of the Property described herein, if this Agreement purchase price or cost exceeds the reasonable value
61 of the Property established by the Veterans Administration. The BUYER shall, however, have the
62 privilege and option of proceeding with the consummation of this Agreement without regard to the
63 amount of reasonable value established by the VA.

64 3. **CONVENTIONAL FINANCING:** If BUYER's financing is conventional, it is expressly agreed that,
65 notwithstanding any other provision of this Agreement, BUYER shall not incur penalty by forfeiture of
66 deposit(s) or otherwise be obligated to complete the purchase of the Property described herein if the
67 purchase price exceeds the appraised value of the Property as established by the lender's appraiser.
68 BUYER shall, however, have the option of proceeding with the consummation of this Agreement without
69 regard to the amount of said appraised value. This contingency shall expire five (5) days after expiration
70 of the Financing Contingency Period.

71 4. **OTHER FINANCING:** **MORTGAGE ASSUMPTION** **SELLER FINANCING.** If marked see
72 Addendum attached hereto and made a part of.

73 3. **LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, and cost of restoration
74 does not exceed 3% of the purchase price of the Property, cost of restoration will be an obligation of
75 SELLER and closing will proceed pursuant to the terms of this Agreement with cost thereof escrowed at
76 closing. In the event the cost of repair or restoration exceeds 3% of the purchase price of the Property and
77 SELLER declines to repair or restore, BUYER may either take the Property as is, together with either the
78 said 3% or any insurance proceeds payable by virtue of such loss or damage, or terminate this
79 Agreement.

80 4. **PRORATIONS:** All taxes, rentals, condominium or homeowner's association fees, and Community
81 Development District (CDD) fees and assessments will be prorated through day before closing based on
82 the most recent information available to the closing attorney/settlement agent using the gross tax amount
83 for tax prorations. Any proration based on an estimate shall be reprorated at the request of either party
84 upon receipt of the actual bill.

85 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S
86 CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE
87 OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR
88 PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD
89 RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
90 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

91 5. **BUYER WILL PAY:**

92 (A) CLOSING COSTS: Recording fees Note stamps Intangible tax Credit report (s)
93 Mortgage transfer and assumption charges VA funding fee Mortgage origination fee
94 Mortgage insurance premium Closing attorney/settlement fee BUYER's Courier fees
95 Transaction/Professional service fee Mortgage discount Wood-destroying organism report
96 Appraisal fee Survey Tax service Doc prep fee Processing fee Home warranty
97 _____ Title insurance policy Title search and exam fee Title
98 insurance endorsements Underwriting fee Lender's flood certification fees Other

100 (B) All other charges required by lender or in connection with the loan, unless prohibited by law or
101 regulation.

102 (C) Condominium and homeowners association transfer and statement fees.

103 (D) PREPAIDS: Prepaid hazard insurance, taxes, interest and mortgage insurance premiums required
104 by the lender.

105 6. **SELLER WILL PAY:**

106 (A) CLOSING COSTS: Deed stamps _____ Title insurance policy Title
107 search and exam fee Closing attorney/settlement fee SELLER's Courier fees
108 Transaction/Professional service fee Underwriting fee Lender's flood certification fees Real
109 estate brokerage fee Mortgage discount not to exceed _____ Satisfaction of mortgage

110 and recording fee [] Survey [] Doc Prep fee [] Processing fee [] Repairs and replacements, in
111 addition to those in paragraph 15 (C), not to exceed \$ _____ [] For VA sale
112 only, wood-destroying organism report [] Appraisal fee [] Tax service [] Title insurance
113 endorsements [] Home warranty [] Other _____
114 (B) All other charges required by lender or in connection with the loan which BUYER is prohibited from
115 paying by law or regulation.
116 (C) All mortgage payments, condominium or homeowners association fees and assessments, Community
117 Development District and government special assessments due and payable shall be paid current at
118 SELLER's expense at the time of closing.
119 (D) If SELLER is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the
120 parties shall comply with the Act.

121 7. **NON-DEFAULT PAYMENT OF EXPENSES:**

122 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,
123 whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with
124 costs deducted from the binder deposit(s). This will include but not be limited to the transaction not
125 closing because SELLER elects not to make the mortgage to BUYER or because BUYER does not
126 obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to
127 terminate under any other contingency in this Agreement except pursuant to paragraph 2(A).
128 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs
129 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of
130 SELLER, and BUYER will be entitled to the return of the binder deposit(s). This will include, but not be
131 limited to, the transaction not closing because the Property does not appraise for at least the purchase
132 price or because SELLER elects not to pay for the amount in excess of the amounts in paragraphs 3,
133 6, and 15 (with respect to repairs, replacements and treatment), or because the zoning is not as
134 required in paragraph 13, or because SELLER cannot deliver marketable title.

135 8. **DEFAULT:** If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid,
136 after deduction of unpaid closing costs incurred, will be retained by SELLER as agreed upon liquidated
137 damages, consideration for the execution of this Agreement and in full settlement of any claims,
138 whereupon BUYER and SELLER will be relieved of all obligations to each other under this Agreement. If
139 SELLER defaults under this Agreement, BUYER shall seek specific performance or elect to receive the
140 return of BUYER's binder deposit(s) without thereby waiving any action for damages resulting from
141 SELLER's default. Binder deposit(s) retained by SELLER as liquidated damages will be distributed
142 pursuant to the terms of the listing agreement or this Agreement.

143 9. **BINDER DISPUTE AND WAIVER OF JURY TRIAL:**

144 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the
145 holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to
146 determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall
147 be deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the
148 broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from
149 the Florida Real Estate Commission and, in either event, BUYER and SELLER agree to be bound
150 thereby.
151 (B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of
152 or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER
153 and Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a
154 trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether
155 arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will
156 be liable for their own costs and attorney's fees except for interpleader's attorney's fees and costs
157 which shall be payable as set forth in paragraph 9 (A).

158 10. **TITLE EXAMINATION AND TIME FOR CLOSING:**

159 (A) If title evidence and survey, as specified below, show SELLER is vested with marketable title, the
160 transaction will be closed and the deed and other closing papers delivered on or before
161 [] _____ [] _____ days after date of acceptance
162 of this Agreement [] _____ days after date of Loan Approval and satisfaction of conditions
163 in paragraph 18, if any, unless extended by other conditions of this Agreement. Marketable title means
164 title which a Florida title insurer will insure as marketable at its regular rates and subject only to
165 matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning
166 ordinances, covenants, restrictions and easements of record. If on the date of closing hazard
167 insurance underwriting is suspended, BUYER may postpone the closing for up to five (5) days after
168 suspension is lifted.

- 169 (B) If title evidence or survey reveals any defects which render the title unmarketable, BUYER or closing
170 agent will have five (5) days from receipt of title commitment and survey to notify SELLER of such title
171 defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and
172 will have thirty (30) days to do so, in which event this transaction will be closed within ten (10) days
173 after delivery to BUYER of evidence that such defects have been cured. SELLER agrees to pay for
174 and discharge all due and delinquent taxes, liens and other monetary encumbrances, unless
175 otherwise agreed. If SELLER is unable to convey to BUYER marketable title, BUYER will have the
176 right to terminate this Agreement, at the same time returning to SELLER all title evidence and surveys
177 received from SELLER, or BUYER will have the right to accept such title as SELLER may be able to
178 convey, and to close this transaction upon the terms stated herein, which election will be exercised
179 within ten (10) days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.
- 180 11. **TITLE EVIDENCE:** At least _____ days before closing (five (5) days if left blank), SELLER will deliver to
181 BUYER or closing agent: [] Title insurance commitment for an owner's policy in the amount of the
182 purchase price [] Title insurance commitment for mortgage policy in the amount of the new mortgage.
183 Any expense of curing title defects such as but not limited to legal fees, discharge of liens and recording
184 fees will be paid by SELLER.
- 185 12. **SURVEY:** At least _____ days before closing (five (5) days if left blank), SELLER will deliver to BUYER or
186 closing agent: [] A new staked survey of the Property dated within three (3) months of closing showing
187 all improvements, certified to BUYER, lender, and the title insurer. [] A copy of a previously made survey
188 of the Property showing all existing improvements. [] No survey is required. If a surveyor's flood
189 elevation certificate is required, BUYER shall pay for it.
- 190 13. **ZONING AND RESTRICTIONS:** Unless the Property is zoned _____ and can be legally
191 used for _____, or if
192 there is notice of proposed zoning changes or deed or other restrictions that could prevent such use at the
193 time of closing, BUYER will have the right to terminate this Agreement. SELLER warrants and represents
194 that there is ingress and egress to and from the Property sufficient for its current use. BUYER will have ten
195 (10) days after the date of acceptance of this Agreement to verify the existing zoning and current proposed
196 changes and deliver written notice of objections to SELLER or be deemed to have waived objections.
- 197 14. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and
198 capacity to convey the Property. SELLER represents that SELLER has no knowledge of facts materially
199 affecting the value of the Property other than those which BUYER can readily observe **except:**
200 _____ SELLER further represents that the Property is
201 not now and will not be prior to closing subject to a municipal or county code enforcement proceeding and
202 that no citation has been issued **except:** _____
203 (If the Property is or becomes subject to such a proceeding prior to closing, SELLER shall comply with
204 Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER
205 shall be responsible for compliance with applicable code and all orders issued in such proceeding unless
206 otherwise agreed herein.)
- 207 (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the buyer
208 of real property with a building for occupancy located thereon may have the building's energy-
209 efficiency rating determined. BUYER acknowledges receipt of the energy efficiency rating information
210 brochure prepared by the State of Florida at the time of or prior to BUYER signing this Agreement.
- 211 (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has
212 accumulated in a building in sufficient quantities, may present health risks to persons who are
213 exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in
214 buildings in Florida. Additional information regarding radon testing may be obtained from your county
215 health unit.
- 216 (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies
217 whether flood insurance is required and what restrictions apply to improving the Property and
218 rebuilding in the event of casualty.
- 219 (D) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood
220 crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of
221 the Property.
- 222 (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause
223 health problems and damage to the Property. [] If marked see attached Mold Inspection Addendum.

224 15. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition
225 until closing, except for normal wear and tear and any repairs and replacements required by this
226 Agreement. BUYER and SELLER agree that the cost of inspections below or any other inspections
227 requested by BUYER are exempt from paragraph 7 of this Agreement and will be paid by BUYER
228 regardless of the outcome of this Agreement. If the professional inspections or other inspections provided
229 for in this Agreement are not done within the time required, BUYER waives the right to have the
230 inspections and accepts the Property in its "AS IS" condition. BUYER will be responsible for repair of all
231 damages to the Property resulting from inspections and BUYER will return the Property to its pre-
232 inspection condition.

233 (A) **Professional Inspections:** BUYER may, at BUYER's expense, have the Property inspected as
234 described below by professional inspectors who specialize in home inspections and hold an
235 occupational license for such purpose or hold a Florida license to build, repair or maintain the items
236 inspected.

237 (1) Within ten (10) days after date of acceptance of this Agreement BUYER may have the Property
238 inspected to determine if:

239 (a) all major appliances; heating, cooling, mechanical, electrical and plumbing systems; and pool
240 equipment (if any) are in working condition, except _____;

241 (b) the main structure and the roof and pool (if any) are structurally sound and water tight; (c) the
242 roof on the main structure has a remaining economic life of two (2) years or any longer period
243 required by lender. "Working Condition" means operating in the manner in which the item was
244 designed to operate. The Professional Inspections are not intended to discover or note cosmetic
245 conditions and SELLER is not obliged to cure cosmetic conditions or to bring any item into
246 compliance with current building codes unless necessary to put an item in working condition.

247 "Cosmetic Condition" means visible aesthetic imperfections which do not affect the working
248 condition of the item, such as, but not limited to, tears, worn spots and discoloration of floor
249 coverings, wallpapers, or window treatments, nail holes, scratches, dents, scrapes, chips and
250 caulking in bathrooms, ceilings, walls, flooring, tile, fixtures or mirrors, and minor cracks in
251 windows, driveways, sidewalks, pool decks, garage floors and patio floors. **Fogged windows are**
252 **deemed not to be a cosmetic condition.**

253 BUYER must, within fifteen (15) days after date of acceptance of this Agreement, deliver to
254 SELLER written notice of any items which are not in the condition required and a copy of the
255 inspector's written report, if any.

256 (2) **Repair and Replacement Inspection:** BUYER may, within three (3) days after receipt of
257 SELLER's written notice that repairs and replacements are complete, reinspect the Property solely
258 to verify that SELLER has made repairs and replacements required under this Agreement. No
259 other repair or replacement issues may be raised as a result of the reinspection unless the issue
260 was not visible during prior inspection(s).

261 (3) **Walk Through:** Prior to closing BUYER may walk through the Property solely to verify that
262 SELLER has maintained the Property in the condition required in this Agreement. No other issues
263 may be raised as a result of the walk through unless the issue was not visible during prior
264 inspection(s).

265 (4) **Access and Utilities:** SELLER will make the Property available for inspections during the time
266 provided in paragraph 15, and, if not, the time for inspections will be extended by the time access
267 was denied. If utilities are not active at the time the inspections or appraisal are to be made,
268 SELLER will pay to have the utilities activated for these purposes.

269 (5) **Broker's Notice:** Neither the Listing Broker nor Selling Broker warrant the condition, size or
270 square footage of the Property and neither is liable to BUYER or SELLER in any manner
271 whatsoever for any claim, loss or damage regarding same. BUYER and SELLER hereby release
272 and hold harmless said Brokers and their licensees from any claim, loss or damage arising out of
273 or occurring with respect to the condition, size or square footage of the Property. Brokers shall not
274 be liable for the performance by any provider of services or products recommended by Brokers.
275 Such recommendations are made as a courtesy. BUYER and SELLER may select their own
276 providers of services or products.

277 (6) **BUYER's Responsibility:** Repairs and replacements to the Property after closing or BUYER's
278 possession, whichever occurs first, will be BUYER's responsibility unless otherwise agreed in
279 writing.

280 (B) **Repairs and Replacements:** SELLER is obligated only to make repairs and replacements identified in
281 BUYER's written notice described in paragraph 15 (A), and then only as is necessary to bring those
282 items to the condition required, unless otherwise set forth in this Agreement. SELLER's obligation to
283 pay for repairs and replacements is limited to the amount shown in paragraph 6(A) of this Agreement.
284 SELLER, within ten (10) days after receiving BUYER's written notice of repairs and replacements and
285 BUYER's loan approval, if applicable, will have repairs and replacements made in a workmanlike
286 manner by an appropriately licensed person. However, if such costs exceed the amount specified in
287 paragraph 6(A), SELLER must notify BUYER in writing within said ten (10) day period whether or not
288 SELLER will pay the excess costs for repairs and replacements. If SELLER declines to pay the excess
289 costs, BUYER may cancel this Agreement within five (5) days after receipt of SELLER's written notice
290 of SELLER's refusal to pay the excess costs by giving written notice to the SELLER, or be deemed to
291 have elected to proceed with this transaction, in which event BUYER will receive credit at closing of an
292 amount equal to the total of the SELLER's repair and replacement limit in paragraph 6(A), if allowed by
293 lender. If prohibited by lender, SELLER will accomplish the required repairs and replacements and
294 BUYER will pay the excess amount to SELLER at closing. To secure the BUYER's obligation to pay
295 the excess amount to SELLER, BUYER shall deposit an additional binder ("Excess Binder") with the
296 Broker in the amount which, when added to the amount to be paid by SELLER, will equal the cost of
297 the repairs and replacements. The Excess Binder will not be refunded to BUYER unless SELLER is
298 unable or unwilling to perform SELLER's obligations hereunder and if not refunded to BUYER, the
299 Excess Deposit shall be disbursed by the Broker in payment of the repairs and replacements.

300 (C) **Wood-Destroying Organisms:** "Wood-Destroying Organisms (WDO)" means arthropod or plant life
301 which may damage a structure. Within twenty (20) days after date of acceptance of this Agreement
302 BUYER, at BUYER's expense (unless VA), may have the Property inspected by a Florida certified pest
303 control firm and notify SELLER as to whether there is any visible active wood-destroying organism
304 infestation or visible existing damage to the improvements from wood-destroying organisms by
305 furnishing a copy of such firm's written report to SELLER. SELLER will, within ten (10) days after
306 receiving such firm's written WDO report and BUYER's loan approval, if applicable, have repairs made
307 in a workman like manner by an appropriately licensed person. SELLER will pay costs of treatment
308 and repair by appropriately licensed persons of all wood destroying organism report damage up to one
309 percent (1.0%) of the purchase price. However, if such costs exceed the amount agreed to be paid by
310 SELLER, SELLER must notify BUYER in writing within ten (10) days after receiving a copy of the
311 WDO report stating whether or not SELLER will pay the excess costs for treatment or repairs. If
312 SELLER declines to pay the excess costs, BUYER will have the option of (a) terminating this
313 Agreement or (b) proceeding with this transaction, in which event SELLER will bear costs equal to one
314 percent (1.0%) of the purchase price. SELLER is not obligated to treat the Property if there is evidence
315 of previous infestation but no visible live infestation and SELLER provides written proof to BUYER of
316 previous treatment of the Property for such infestation by a Florida certified pest control firm or
317 transfers a current bond or service agreement for such infestation to BUYER at closing. BUYER will
318 pay for any reinspection fees unless prohibited by law or regulation.

319 16. **POSSESSION:** [] SELLER represents that there are no parties in possession other than SELLER.
320 BUYER will be given possession at closing unless otherwise specified herein _____
321 _____

322 If possession is to be delivered before or after closing, the parties shall execute a separate agreement
323 prepared by legal counsel at possessor's expense. SELLER shall sweep the Property clean and remove
324 all personal property not included in sale by time of BUYER's possession.

325 [] BUYER understands that the Property is available for rent or rented and the tenant may continue in
326 possession following closing unless otherwise agreed in writing. At closing, all tenant deposits will be
327 transferred from SELLER to BUYER and any leases shall be deemed to have been assigned by SELLER
328 to BUYER and the obligations thereunder assumed by BUYER.

329 17. **PERSONAL PROPERTY:** Included in the purchase price is all fixed equipment such as, but not limited to,
330 automatic garage door opener & controls, drapery hardware, attached lighting fixtures, mailbox, all ceiling
331 fans, fence, plants and shrubbery, all as now installed on the Property, and these additional items:

332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____

339 Items specifically excluded from this Agreement:

340 _____
341 _____
342 _____

343 18. **ADDITIONAL TERMS, CONDITIONS, OR ADDENDA:** _____
344 _____
345 _____
346 _____
347 _____
348 _____
349 _____
350 _____

351 19. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge
352 receipt of a copy of this Agreement. All parties agree that the terms of this Agreement constitute the entire
353 agreement between them and that they have not received or relied on any representations by Brokers or
354 any material regarding the Property including, but not limited to, listing information, that are not expressed
355 in this Agreement. **No prior or present agreements or representations will bind BUYER, SELLER or**
356 **Brokers unless incorporated into this Agreement.** Modifications of this Agreement will not be binding
357 unless in writing, signed and delivered by the party to be bound. Headings are for reference only and shall
358 not be deemed to control interpretations. Signatures, initials and modifications communicated by facsimile
359 will be considered as original. If any provision of this Agreement is or becomes invalid or unenforceable,
360 all remaining provisions will continue to be fully effective. This Agreement will not be recorded in any
361 public records. **If not understood, BUYER and SELLER should seek competent legal advice.** As used
362 in this Agreement, "days" means calendar days. Any time periods herein, other than the time of
363 acceptance, which end on a Saturday, Sunday, or State holiday shall extend to the next day which is not a
364 Saturday, Sunday or State holiday. All references to a time of day shall be Eastern Time (ET). **TIME IS OF**
365 **THE ESSENCE IN THIS AGREEMENT.** In the performance of the terms and conditions of this Agreement
366 each party will deal fairly and in good faith with the other. Other than fact of acceptance of this Agreement,
367 notice to the Broker for a party shall be deemed notice to that party. All assignable repair and treatment
368 contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated
369 herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if
370 any.

371 20. **BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any
372 other agreements with real estate brokers other than those named below with regard to the Property.
373 BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new
374 owner of the Property. "Broker", as used in this Agreement, is intended to refer to persons licensed to sell
375 real property in the State of Florida.

376 21. **HOMEOWNER'S ASSOCIATION DISCLOSURE:** If applicable, see homeowners association disclosure
377 summary attached hereto and incorporated herein by this reference. BUYER shall not sign this
378 Agreement until BUYER has received and read the disclosure summary.

379 22. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest
380 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain
381 any interest earned as the cost associated with maintenance of said escrow.

382 23. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective
383 Social Security or Tax I.D. number to closing attorney/ settlement agent upon request.

384 24. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain
385 mortgage payoff letters (including from foreclosure attorneys) and Homeowner's and Condominium
386 Association status letters on behalf of SELLER.

387 25. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal
388 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and
389 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall
390 not incur any costs, fees or liability as a result of or in connection with the exchange.

391 26. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY AND DELIVERED TO BUYER AND
392 SELLER OR FACT OF ACCEPTANCE COMMUNICATED IN WRITING (INCLUDING FAX) BETWEEN
393 BUYER AND SELLER ON OR BEFORE _____:01 [] A.M. [] P.M. _____ (DATE),
394 THIS OFFER WILL TERMINATE.

395 _____
396 BUYER DATE SELLER DATE

397 _____
398 BUYER DATE SELLER DATE

399 Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph 9
400 above. Broker, by signature below, acknowledges receipt of \$ _____ [] cash [] check as
401 the binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow
402 pending disbursement according to the terms hereof, together with any additional binder deposit(s)
403 escrowed by the terms of this Agreement.

404 _____
405 Company By Title

406 **BROKER'S FEE:** Broker's fees shall be paid as marked below.

407 [] **There is a listing agreement (or other written agreement) between SELLER and Listing Broker.**
408 SELLER agrees to pay Listing Broker named below according to the terms of an existing listing agreement (or
409 other written agreement) or as otherwise mutually agreed. Upon closing Listing Broker agrees to pay Selling
410 Broker a co-op brokerage fee of _____% of the purchase price or \$_____. In any
411 litigation arising out of this Agreement concerning the brokerage fee, each party will be liable for their own costs
412 and attorney's fees.

413 [] **There is NOT a listing agreement (or other written agreement) between SELLER, BUYER or any**
414 **Broker.** SELLER agrees to pay Selling Broker upon closing a brokerage fee of _____% of the purchase
415 price or \$_____. If the transaction does not close due to SELLER's default, refusal or failure to
416 perform, SELLER will pay the full brokerage fee to Selling Broker on demand. If BUYER defaults under this
417 Agreement and the binder deposit(s) is retained, 50% thereof, after deduction of unpaid closing costs incurred,
418 will be paid to SELLER, and the balance will be paid to Selling Broker as full consideration of Selling Broker's
419 services. In any litigation arising out of this Agreement concerning the brokerage fee, each party will be liable
420 for their own costs and attorney's fees.

421 _____
422 Firm Name of Listing Broker Firm Name of Selling Broker Seller

423 By: _____ By: _____
424 Authorized Licensee Authorized Licensee Seller

END OF THIS AGREEMENT

Note To Closing Attorney/Settlement Agent (to be completed by Listing Broker): The total brokerage fee is
_____ % of the purchase price or \$_____.