

## PRE-OFFER PACKAGE

We appreciate your showing this property, and thank you and the prospective buyers for their offer. To make the process smoother, we are providing you with various documents prior to your writing the offer, and are conveying certain requests from the sellers so that they can be incorporated in the original offer.

Attached are the following:

- FAR-8 Sale and Purchase Contract, partially filled out
- Seller's Property Disclosure

Please note the following requests from the sellers:

All offers shall be on the FAR-8 form and shall be submitted directly to me, and I will then convey the offers to the Seller.

Seller asks that the Buyer give you the earnest money when the offer is submitted – please sign the contract acknowledging receipt of the deposit, as well as who is holding the escrow. (i.e., they do not want the deposit to be upon or after acceptance).

All offers shall be accompanied by a pre-approval from a lender, subject only to property conditions (appraisal, title, etc). In the case of a cash offer, the offer shall be accompanied by proof of funds to close.

Please let us know your agency relationship with the buyer in writing.

Thank you!

Sharon Simms  
and  
The Sharon Simms Team  
RE/MAX Metro

Phone: 727-866-0048  
Fax: 727-866-0611  
E-mail: offer@ssimms.com

# Residential Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®



1 **1. SALE AND PURCHASE:** \_\_\_\_\_ Alicia A Schmitt and Jeffrey T Schmitt \_\_\_\_\_ (“**Seller**”)  
2 and \_\_\_\_\_ (“**Buyer**”)

3 agree to sell and buy on the terms and conditions specified below the property described as:

4 Address: \_\_\_\_\_ 4400 48th Ave S \_\_\_\_\_

5 \_\_\_\_\_ St. Petersburg, FL 33711 \_\_\_\_\_ County: \_\_\_\_\_ Pinellas \_\_\_\_\_

6 Legal Description: \_\_\_\_\_ Maximo Moorings Unit 18 Lot 50 \_\_\_\_\_

7 \_\_\_\_\_ Tax ID No: \_\_\_\_\_ 03-32-16-56323-000-0500 \_\_\_\_\_

8 together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light  
9 fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the  
10 purchase are: \_\_\_\_\_ Dishwasher, Disposal, Dryer, Microwave, Range, Refrigerator, Washer \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 The following attached items are excluded from the purchase: \_\_\_\_\_

14 \_\_\_\_\_

15 The real and personal property described above as included in the purchase is referred to as the “Property.” Personal property  
16 listed in this Contract is included in the purchase price, has no contributory value and is being left for **Seller's** convenience.

## PRICE AND FINANCING

17 **2. PURCHASE PRICE:** \$ \_\_\_\_\_ payable by **Buyer** in U.S. currency as follows:

18 (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) \_\_\_\_\_, \_\_\_\_\_ by  
19 \_\_\_\_\_ for \_\_\_\_\_ (“Escrow Agent”)

20 \_\_\_\_\_  
21 *Signature* *Name of Company*

22 (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_,  
23 \_\_\_\_\_ or \_\_\_\_\_ days from Effective Date. (10 days if left blank)

24 (c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

25 (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

26 (e) \$ \_\_\_\_\_ Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds  
27 paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

28 **3. FINANCING:** (Check as applicable)  (a) **Buyer** will pay cash for the Property with no financing contingency.

29  (b) **Buyer** will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on  
30 **Buyer's** creditworthiness (the “Financing”) within \_\_\_\_\_ days from Effective Date (5 days if left blank) and provide **Seller**  
31 with a written Financing commitment or approval letter (“Commitment”) within \_\_\_\_\_ days from Effective Date (30 days if left  
32 blank) (“Commitment Period”). **Buyer** will keep **Seller** and Broker fully informed about loan application status, progress and  
33 Commitment issues and authorizes the mortgage broker and lender to disclose all such information to **Seller** and **Broker**.  
34 Once **Buyer** provides the Commitment to **Seller**, the financing contingency is waived and **Seller** will be entitled to retain the  
35 deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price  
36 and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (2) another provision of this  
37 Contract requires the deposits to be returned. If **Buyer**, using diligence and good faith, cannot provide the Commitment  
38 within the Commitment Period, this Contract will be terminated and **Buyer's** deposits refunded.

## CLOSING

39 **4. CLOSING DATE; OCCUPANCY:** Unless extended by other provisions of this Contract, this Contract will be closed on

40 \_\_\_\_\_ (“Closing Date”) at the time established by the closing agent, by which time **Seller** will (a)

41 have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy  
42 and possession, along with all keys, garage door openers and access codes, to **Buyer**. If on Closing Date insurance underwriting  
43 is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted; If this transaction does not close  
44 for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

45 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted  
46 by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and  
47 recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as  
48 per Paragraph 19. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

49 (a) **Seller** Costs: **Seller** will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; up to  
50 \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) of the purchase price for repairs to warranted items (“**Repair Limit**”);  
51 \_\_\_\_\_

52 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

53 FAR-8 Rev. 10/04 © 2004 Florida Association of REALTORS® All Rights Reserved

54 and up to \$ \_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for wood-destroying organism  
55 treatment and repairs ("WDO Repair Limit"); Other: \_\_\_\_\_

56 **(b) Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and  
57 financing statements; loan expenses; lender's title policy; inspections; survey; flood insurance; Other: \_\_\_\_\_

58 **(c) Title Evidence and Insurance:** Check (1) or (2):

59  (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment.  Seller  Buyer will select  
60 the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges. Each  
61 party will pay its own closing fees.

62  (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence.  Seller  Buyer will pay  
63 for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing,  
64 including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title  
65 examination fees and closing fees.

66 **(d) Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the  
71 full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the  
72 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing,  
73 and Buyer will pay all other amounts.

74 **(f) Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
75 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

76 **(g) Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a cost  
77 not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
78 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### 79 PROPERTY CONDITION

80 **6. INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_,  
81 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
82 \_\_\_\_\_, \_\_\_\_\_ (at least 5 days prior to closing, if left blank); and the walk-through inspection on the day before  
83 Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by \_\_\_\_\_,  
84 \_\_\_\_\_ (at least 5 days prior to closing if left blank).

85 **7. REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value  
86 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer  
87 can readily observe or that are known by or have been disclosed to Buyer. Seller will have all open permits (if any) closed out,  
88 with final inspections completed, no later than 5 days prior to closing.

89 **(a) Energy Efficiency:** Buyer acknowledges receipt of the energy-efficiency information brochure required by Section  
90 553.996, *Florida Statutes*.

91 **(b) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
92 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state  
93 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained  
94 from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person test the  
95 Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an  
96 acceptable EPA level, failing which either party may cancel this Contract.

97 **(c) Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
98 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
99 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are  
100 built below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days  
101 from Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

102 **(d) Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
103 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS**  
104 **RECEIVED AND READ THE DISCLOSURE SUMMARY.**

105 **(e) PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY  
106 TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT  
107 TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE  
108 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING  
109 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

110 **(f) Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to  
111 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

112 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

113 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
114 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
115 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections, return  
116 the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its  
117 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give  
118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable  
119 repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the  
120 terms of this Contract.

121 **(a) Warranty, Inspections and Repair:**

122 **(1) Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
123 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
124 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and that  
125 torn or missing pool cage and screen room screens and missing roof tiles will be replaced. Seller does not warrant and is  
126 not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item.  
127 Seller is not obligated to bring any item into compliance with existing building code regulations unless necessary to repair  
128 a warranted item. "Working condition" means operating in the manner in which the item was designed to operate and  
129 "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item, including pitted  
130 marcite; missing or torn window screens; fogged windows; tears, worn spots and discoloration of floor  
131 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom  
132 ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor  
133 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

134 **(2) Professional Inspection:** Buyer may, at Buyer's expense, have warranted items inspected by a person who  
135 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida  
136 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the  
137 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's  
138 written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts  
139 the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

140 **(3) Repair:** Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items  
141 into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items  
142 that are not in the condition warranted, have a second inspection made by a professional inspector and will report  
143 repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences,  
144 Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding  
145 on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs  
146 made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds  
147 the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which  
148 repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as  
149 is" condition.

150 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-  
151 post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding  
152 fences. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control  
153 business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If  
154 the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
155 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does not have  
156 to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a current full treatment warranty to Buyer  
157 at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed  
158 building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments  
159 and repairs made by an appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to treat and repair  
160 the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by  
161 written notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with  
162 regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

163 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
164 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
165 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

166 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
167 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
168 restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees. If the  
169 restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Seller will credit the  
170 deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property  
171 and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a condominium,  
172 this paragraph applies only to the unit and limited common elements appurtenant to the unit; if the Property is in a homeowners'  
173 association, this paragraph will not apply to common elements or recreation or other facilities.

174 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

TITLE

10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will be as effective as if given to or by that party.

13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Agreement. This Contract will not be recorded in any public records.

14. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

235 brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits,  
236 **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as  
237 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among  
238 cooperating brokers except when closing does not occur due to **Buyer** not being able to secure Financing after providing a Commitment,  
239 in which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee.

240 **16. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims and other matters in  
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

242 **(a) Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from  
243 the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will  
244 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real  
245 Estate Commission. **Buyer** and **Seller** will be bound by any resulting award, judgment or order.

246 **(b) All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to  
247 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in  
248 the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided  
249 for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the  
250 contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules  
251 of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or  
252 firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party  
253 to the proceeding. This clause will survive closing.

254 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
255 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
256 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
257 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
258 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
259 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.  
260 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the  
261 arbitrators' fees and administrative fees of arbitration.

262

#### ESCROW AGENT AND BROKER

263 **17. ESCROW AGENT:** **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in escrow  
264 and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this  
265 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of  
266 escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.  
267 If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will  
268 recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court  
269 costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

270 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises **Buyer** and **Seller** to verify all facts and representations that  
271 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the  
272 effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property  
273 condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all  
274 representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**  
275 **solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage**  
276 **and facts that materially affect Property value.** **Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable  
277 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from  
278 **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and  
279 Broker's officers, directors, agents and employees from all liability for loss or damage based on **(1) Buyer's** or **Seller's** misstatement or  
280 failure to perform contractual obligations; **(2) Broker's** performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of  
281 services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; **(3)**  
282 products or services provided by any vendor; and **(4)** expenses incurred by any vendor. **Buyer** and **Seller** each assume full  
283 responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations.  
284 For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

285 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing**  
286 **Agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
287 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker  
288 has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse  
289 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by  
290 **Seller** or listing broker to cooperating brokers.

291 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

292 \_\_\_\_\_  
293 *Selling Sales Associate/License No.*  
294 **Sharon Simms BK0120632**  
295 *Listing Sales Associate/License No.*

\_\_\_\_\_  
*Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)*  
**RE/MAX Metro**  
*Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)*

**ADDENDA AND ADDITIONAL TERMS**

- 297 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
- |   |  |  |  |
|---|--|--|--|
| 298 <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> O. Interest-Bearing Account       | <input type="checkbox"/> V. Prop. Disclosure Stmt. |
| 299 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections                  | <input type="checkbox"/> P. Back-up Contract               | <input type="checkbox"/> W. FIRPTA                 |
| 300 <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop.   | <input type="checkbox"/> X. 1031 Exchange          |
| 301 <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals                        | <input type="checkbox"/> Y. Additional Clauses     |
| 302 <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> L. Insurance                    | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | <input type="checkbox"/> Other _____               |
| 303 <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> T. Rezoning                       | <input type="checkbox"/> Other _____               |
| 304 <input type="checkbox"/> G. New Mort. Rates   | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> U. Assignment                     | <input type="checkbox"/> Other _____               |

305 **21. ADDITIONAL TERMS:**

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348 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

349 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

350

**OFFER AND ACCEPTANCE**

351 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)

352 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
353 delivered to Buyer no later than \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_, \_\_\_\_\_, this offer will be  
354 revoked and Buyer's deposit refunded subject to clearance of funds.

355 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

356 Print name: \_\_\_\_\_

357 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

358 Phone: \_\_\_\_\_ Print name: \_\_\_\_\_

359 Fax: \_\_\_\_\_ Address: \_\_\_\_\_

360 E-mail: \_\_\_\_\_

361 Date: \_\_\_\_\_ Seller: \_\_\_\_\_

362 Print name: \_\_\_\_\_ Alicia A Schmitt

363 Date: \_\_\_\_\_ Seller: \_\_\_\_\_

364 Phone: \_\_\_\_\_ Print name: \_\_\_\_\_ Jeffrey T Schmitt

365 Fax: \_\_\_\_\_ Address: \_\_\_\_\_

366 E-mail: \_\_\_\_\_

367

**COUNTER OFFER/REJECTION**

368  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
369 copy of the acceptance to Seller by 5:00 p.m. on \_\_\_\_\_, \_\_\_\_\_).  Seller rejects Buyer's offer.

370 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

371 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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# Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: SCHMITT  
SELLER HAS  HAS NOT  OCCUPIED THE PROPERTY.  
DATE SELLER PURCHASED PROPERTY? 10/2001  
IS THE PROPERTY CURRENTLY LEASED? NO  YES  TERMINATION DATE OF LEASE: \_\_\_\_\_  
DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO  YES  YEAR \_\_\_\_\_

GENERAL INFORMATION ABOUT PROPERTY:  
PROPERTY ADDRESS: 4400 - 48th AVE SO. ST. PETERSBURG, FL 33711  
LEGAL DESCRIPTION: MAXIMO MOORINGS UNIT 18, LOT 50

## NOTICE TO BUYER AND SELLER:

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

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

### 1. CLAIMS & ASSESSMENTS

- a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO  YES  If yes, explain: \_\_\_\_\_
- b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO  YES  If yes, explain: \_\_\_\_\_

### 2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

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

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

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

### 3. PROPERTY-RELATED ITEMS

Are You Aware:

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

**4. THE LAND:**

Are You Aware:

- a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO  YES
  - i. of any sinkhole insurance claim that has been made on subject property? NO  YES
  - ii. if claim made, was claim paid? NO  YES
  - iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO  YES
  - b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO  YES
  - c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO  YES
- If any answer to questions 4a-4c is yes, please explain: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**5. ENVIRONMENT:**

Was the property built before 1978? NO  YES

Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO  YES  If yes, explain: \_\_\_\_\_
  - i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO  YES  If yes, explain: \_\_\_\_\_
  - ii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO  YES  If yes, explain: \_\_\_\_\_
  - b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO  YES
  - c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO  YES
- If any answer to questions 5a-5c is yes, please explain: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**6. ZONING:**

Are You Aware:

- a. of the zoning classification of the property? NO  YES  If yes, identify the zoning classification \_\_\_\_\_
  - b. of any zoning violations or nonconforming uses? NO  YES
  - c. if the property is zoned for its current use? NO  YES
  - d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO  YES
  - e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO  YES
  - f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO  YES
- If any answer to questions 6a-6f is yes, please explain: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**7. FLOOD:**

Are You Aware:

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

e. if any portion of the property is seaward of the coastal construction control line? NO  YES

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

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

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

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism?  
NO  YES  Date of inspection 10/2001 If so, what was the outcome of the inspection? NEGATIVE

c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO  YES  Date and type of treatment: PRIOR TO OUR PURCHASE - DON'T KNOW THE DETAILS  
\_\_\_\_\_, Company name: \_\_\_\_\_

**9. STRUCTURE-RELATED ITEMS:**

Are You Aware:

a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO  YES

b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO  YES

c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO  YES

d. of any active permits on the property which have not been closed by a final inspection? NO  YES

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

**10. ROOF-RELATED ITEMS:**

Are You Aware:

a. of any roof or overhang defects? NO  YES

b. if the roof has leaked since you owned the property? NO  YES

c. if anything was done to correct the leaks? NO  YES

d. if the roof has been replaced? NO  YES  If yes, when: 6/2006

e. If there is a warranty on the roof? NO  YES  If yes, is it transferable? NO  YES

f. If the roof been inspected within the last twelve months? NO  YES

If any answer to questions 10a-10f is yes, please explain: NEW TILE ROOF INSTALLED 6/2006  
USED MONIER LIFETILE by GIBSON & SON ROOFING - DON'T KNOW  
DETAILS ON WARRANTY

**11. PLUMBING-RELATED ITEMS:**

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

b. Do you have a water conditioning system? NO  YES  If yes, type: \_\_\_\_\_ Owned  Leased  c.  
What is the balance owed on the system? \$ \_\_\_\_\_

d. Do you have a sewer  or septic system ? If septic system describe the location of each system: \_\_\_\_\_

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

NO  YES  If yes, explain: \_\_\_\_\_

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

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

**12. POOLS/HOT TUBS/SPAS:**

- a. Does the property have a swimming pool? NO  YES  Hot tub? NO  YES  Spa? NO  YES
- b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? NO  YES  For the spa? NO  YES  For the hot tub? NO  YES
- c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements  Approved safety pool cover  Required door and window exit alarms  Required door locks  none
- d. Are you aware of any conditions regarding these items that materially affect the value of the property? NO  YES  If yes, explain: Pool needs to be remaniced we have 2 bids on this + will have caught.

**13. MAJOR APPLIANCES:**

Indicate existing equipment:

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

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

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

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO  YES  If yes, explain: Kitchen Appliances replaced in 2004 w/ Kitchenaid

**14. ELECTRICAL SYSTEM:**

Are You Aware:

- a. of any damaged or malfunctioning switches, receptacles, or wiring? NO  YES
  - b. of any conditions that materially affect the value or operating capacity of the electrical system? NO  YES
- If answers to questions 14a or 14b is yes, please explain: \_\_\_\_\_

**15. HEATING AND AIR CONDITIONING:**

Indicate existing equipment:

**Air conditioning:**

Central  Window/Wall  Number of units \_\_\_\_\_

**Heating:**

Electric  Fuel Oil  Gas  Other

**Solar Heating:**

Owned  Leased

**Wood-burning stove:** NO  YES

**Fireplace:** NO  YES  Describe fireplace equipment: \_\_\_\_\_

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

**16. OTHER EQUIPMENT:**

Indicate existing equipment:

Security System: NO  YES  Leased  Owned  Connected to Central Monitor  Monthly Fee \$ \_\_\_\_\_

Smoke Detectors: NO  YES  Number of smoke detectors? 3

Lawn Sprinkler System: NO  YES  Sprinkler water source: RECLAIMED If well is source, is there an iron filter? NO  YES  Is there a timer? NO  YES  Is the timer automatic? NO  YES

Garage door openers? NO  YES  Number of transmitters? 2, Humidistat? NO  YES  Humidifier? NO  YES

Electric air filters? NO  YES  Vent fans? NO  YES

Paddle fans? NO  YES  Number of paddle fans? 8

**17. OTHER MATTERS:**

Is there anything else that materially affects the value of the property? NO  YES  If yes, explain: \_\_\_\_\_



ADDENDUM TO SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

Seawall, dock, boat lift and all marine equipment are being conveyed in "as is" condition.

Maximo Marina owns the bottomland along the entire length of Maximo canal. Under an agreement dated 2/4/1972 no dock, tiepole or other type of construction shall extend into the canal on, under or above the water for a distance greater than fifteen (15) feet from the seawall and no portion of any boat shall extend into the canal more than thirty (30) feet while moored. This agreement is recorded in Book 3726 page 816.

Seller [Redacted Signature]

Date 11/25/06

Seller Alicia Silva

Date 11/25/06