

# THE SIMMS TEAM

*We Sell Real Estate...and We're Good At It.*

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-9 Sale and Purchase Contract, partially filled out
- Seller's Property Disclosure
- Lead Based Paint Disclosure

Please note the following requests from the sellers:

All offers shall be on the FAR-9 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 Simms Team  
RE/MAX Metro

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Each Office Independently Owned and Operated

# Residential Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®



1 **1. SALE AND PURCHASE:** \_\_\_\_\_ Karen A Liebel \_\_\_\_\_ (“**Seller**”)  
2 and \_\_\_\_\_ (“**Buyer**”)

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

4 Address: \_\_\_\_\_ 4495 31st Avenue N., St. Petersburg, FL 33713

5 \_\_\_\_\_ St. Petersburg, FL 33705 \_\_\_\_\_ County: \_\_\_\_\_ Pinellas

6 Legal Description: \_\_\_\_\_ Plaza Terrace 3rd Add Blk 4, Lot 16

7 \_\_\_\_\_ Tax ID No: \_\_\_\_\_ 10/31/16/72072/004/0160

8 together with all existing improvements and attached items, including fixtures, built-in furnishings, major appliances (including but  
9 not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s), \_\_\_\_ (#) ceiling fans (if left blank, all ceiling fans),  
10 light fixtures, attached wall-to-wall carpeting, rods, draperies and other window treatments as of Effective Date. The only other  
11 items included in the purchase are: \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_

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

16 The real and personal property described above as included in the purchase is referred to as the “Property.” Personal property  
17 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

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

19 (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) on \_\_\_\_\_ by

20 \_\_\_\_\_ for delivery to \_\_\_\_\_ (“Escrow Agent”)

21 \_\_\_\_\_ Signature \_\_\_\_\_ Name of Company

22 (Address of Escrow Agent) \_\_\_\_\_

23 (Phone # of Escrow Agent) \_\_\_\_\_

24 (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_

25 or \_\_\_\_\_ days from Effective Date. (10 days if left blank)

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

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

28 (e) \$ \_\_\_\_\_ Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds  
29 paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.  
30

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

32  (b) **Buyer** will apply for new  conventional  FHA  VA financing specified in paragraph 2(c) at the prevailing interest rate and

33 loan costs based on **Buyer's** creditworthiness (the “Financing”) within \_\_\_\_\_ days from Effective Date (5 days if left blank) and

34 provide **Seller** with either a written Financing commitment or approval letter (“Commitment”) or written notice that **Buyer** is unable to

35 obtain a Commitment within \_\_\_\_\_ days from Effective Date (the earlier of 30 days after the Effective Date or 5 days prior to Closing

36 Date if left blank) (“Commitment Period”). **Buyer** will keep **Seller** and Broker fully informed about loan application status, progress

37 and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to **Seller** and **Broker**. If,

38 after using diligence and good faith, **Buyer** is unable to provide the Commitment and provides **Seller** with written notice that **Buyer** is

39 unable to obtain a Commitment within the Commitment Period, either party may cancel this Contract and **Buyer's** deposit will be

40 refunded. **Buyer's** failure to provide **Seller** with written notice that **Buyer** is unable to obtain a Commitment within the Commitment

41 Period will result in forfeiture of **Buyer's** deposit(s). Once **Buyer** provides the Commitment to **Seller**, the financing contingency is

42 waived and **Seller** will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property

43 appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, (2)

44 the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions

45 of this Contract), or (3) another provision of this Contract provides for cancellation.  
46

## CLOSING

47 **4. CLOSING DATE; OCCUPANCY:** Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision

48 in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, inspection and financing periods.

49 This Contract will be closed on \_\_\_\_\_ (“Closing Date”) at the time established by the closing agent, by which

50 time **Seller** will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed,

51 occupancy and possession, along with all keys, garage door openers and access codes, to **Buyer**. If on Closing Date insurance

52 underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted; If this transaction does not

53 close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

54 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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

59 **(a) Seller Costs:**

60 Taxes and surtaxes on the deed  
61 Recording fees for documents needed to cure title  
62 Other: \_\_\_\_\_

63 **Seller** will pay up to \$ \_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for repairs to warranted items ("**Repair**  
64 **Limit**"); and up to \$ \_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for wood-destroying organism treatment  
65 and repairs ("**WDO Repair Limit**"); and up to \$ \_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for costs  
66 associated with closing out open permits and obtaining required permits for unpermitted existing improvements ("**Permit Limit**").

67 **(b) Buyer Costs:**

68 Taxes and recording fees on notes and mortgages  
69 Recording fees on the deed and financing statements  
70 Loan expenses  
71 Lender's title policy  
72 Inspections  
73 Survey  
74 Flood insurance, homeowner insurance, hazard insurance  
75 Other: \_\_\_\_\_

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

77  **(1)** The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment.  **Seller** will select the title  
78 agent and will pay for the owner's title policy, search, examination and related charges or  **Buyer** will select the title  
79 agent and pay for the owner's title policy, search, examination and related charges or  **Buyer** will select the title agent  
80 and **Seller** will pay for the owner's title policy, search, examination and related charges.

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

84 **(d) Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
85 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
86 the Property. If taxes and assessments for the current year cannot be determined, taxes shall be prorated on the basis of  
87 taxes for the preceding year as of the day before Closing Date and shall be computed and readjusted when the current taxes  
88 are determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by  
89 January 1 of the year of the Closing Date, which improvements were not in existence on January 1 of the prior year, taxes  
90 shall be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties prior to  
91 Closing Date, failing which, request will be made to the County Property Appraiser for an informal assessment taking into  
92 consideration available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal  
93 assessment prior to Closing Date, **Buyer** and **Seller** will split the cost of a private appraiser to perform an assessment prior  
94 to Closing Date. Nothing in this paragraph shall act to extend the Closing Date. This provision shall survive closing.

95 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the  
96 full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the  
97 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing,  
98 and **Buyer** will pay all other amounts. If special assessments may be paid in installments  **Buyer**  **Seller** (if left blank,  
99 **Buyer**) shall pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the  
100 time of closing. Public body does not include a Homeowner Association or Condominium Association.

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

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

106 **PROPERTY CONDITION**

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

112 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

113 **7. REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value  
114 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer  
115 can readily observe or that are known by or have been disclosed to Buyer.

116 (a) **Energy Efficiency:** Buyer acknowledges receipt of the energy-efficiency information brochure required by Section  
117 553.996, *Florida Statutes*.

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

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

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

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

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

139 (g) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as  
140 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law  
141 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased  
142 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation  
143 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine  
144 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether  
145 there are significant erosion conditions associated with the shoreline of the Property being purchased.

146  Buyer waives the right to receive a CCCL affidavit or survey.

147 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
148 closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. Seller will provide  
149 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections,  
150 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its  
151 completion. If Seller is unable to complete required repairs or treatments or meet the Maintenance Requirement prior to  
152 closing, Seller will give Buyer a credit at closing for the cost of the repairs and maintenance Seller was obligated to perform. At  
153 closing, Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all  
154 work done on the Property pursuant to the terms of this Contract. At closing, Seller will provide Buyer with any written  
155 documentation that all open permits have been closed out and that Seller has obtained required permits for improvements to  
156 the Property.

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

158 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
159 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in  
160 working condition until closing; that the structures (including roofs, doors and windows) and pool, if any, are structurally  
161 sound and watertight; and that torn or missing screens and missing roof tiles will be repaired or replaced. Seller  
162 warrants that all open permits will be closed out and that Seller will obtain any required permits for improvements to  
163 the Property prior to Closing Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the  
164 cosmetic condition resulted from a defect in a warranted item. Seller is not obligated to bring any item into compliance  
165 with existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating  
166 in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections  
167 that do not affect the working condition of the item, including pitted marcite; tears, worn spots and discoloration of floor  
168 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom  
169 ceiling/walls/flooring/tile/fixtures/ mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor  
170 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

171 (2) **Professional Inspection:** Buyer may, at Buyer's expense, have warranted items inspected by a person who  
172 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida  
173 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of

174 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of inspector's written report dealing with such items to **Seller**. If **Buyer** fails to deliver timely written notice, **Buyer** waives **Seller's** warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that **Seller** must meet the maintenance requirement.

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

**(4) Permits:** **Seller** shall close out any open permits and remedy any violation of any governmental entity, including but not limited to, obtaining any required permits for improvements to the Property, up to the Permit Limit, and with final inspections completed no later than 5 days prior to Closing Date. If final inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may cancel this Contract and **Buyer's** deposit shall be refunded. If the cost to close out open permits or to remedy any violation of any governmental entity exceeds the Permit Limit, either party may cancel the Contract unless either party pays the excess or **Buyer** accepts the Property in its "as is" condition and **Seller** credits **Buyer** at closing the amount of the Permit Limit.

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

**(c) Walk-through Inspection/Reinspection:** **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has made repairs required by this Contract, has met the Maintenance Requirement and has met contractual obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations and Maintenance Requirement will be deemed fulfilled.

**9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored by the Closing Date or within 45 days after the Closing Date to substantially the same condition as it was on Effective Date, **Seller**, will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed the restoration, and the parties will close the transaction on the later of: (1) Closing Date; or, (2) 10 days after **Buyer's** receipt of **Seller's** notice. **Seller** will not be obligated to replace trees. If the restoration cannot be completed in time, **Buyer** may cancel this Contract and **Buyer's** deposit shall be refunded, or **Buyer** may accept the Property "as is", and **Seller** will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at closing in such amounts as are (i) attributable to the Property and (ii) not yet expended in restoring the Property to the same condition as it was on Effective Date.

## 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

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

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 Date, 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.

## MISCELLANEOUS

### 11. EFFECTIVE DATE; TIME; FORCE MAJEURE:

**(a) Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers the final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

**(b) Time:** 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.

**(c) Force Majeure:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's** deposit shall be refunded.

**12. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. Except for the notices required by Paragraph 3 of this Contract, **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 delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered 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 Contract. 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 brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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296 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among  
297 Broker) up to the full amount of the brokerage fee.

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

300 **(a) Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from  
301 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will  
302 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real  
303 Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's  
304 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the  
305 escrow dispute through mediation, arbitration, interpleader or an escrow disbursement order, if the broker so chooses,  
306 applies to brokers only and does not apply to title companies, attorneys or other escrow companies.

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

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

323

#### ESCROW AGENT AND BROKER

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

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

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

353 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

354 \_\_\_\_\_  
 355 Selling Sales Associate/License No. \_\_\_\_\_ Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) 3%  
 356 Sharon Simms BK0120632 RE/MAX Metro  
 357 Listing Sales Associate/License No. \_\_\_\_\_ Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) See list agrmt

**ADDENDA AND ADDITIONAL TERMS**

359 **20. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this Contract (check  
 360 if applicable):

- |   |   |  |  |
|---|---|--|--|
| <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. |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections                             | <input type="checkbox"/> P. Back-up Contract               | <input type="checkbox"/> W. FIRPTA                 |
| <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          |
| <input type="checkbox"/> D. Mort. Assumption  | <input checked="" type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals                        | <input type="checkbox"/> Y. Additional Clauses     |
| <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 _____               |
| <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> M. Housing Older Persons                   | <input type="checkbox"/> T. Rezoning                       | <input type="checkbox"/> Other _____               |
| <input type="checkbox"/> G. New Mort. Rates   | <input type="checkbox"/> N. Lease purchase/Lease option             | <input type="checkbox"/> U. Assignment                     | <input type="checkbox"/> Other _____               |

368 **21. ADDITIONAL TERMS:**

369 Seller will be obligated to treat the property for wood destroying organisms only if the inspector's report shows there is visible live  
 370 infestation.

371 \_\_\_\_\_  
 372 Seller's obligation to provide permits for improvements shall only apply to improvements made during Seller's ownership.  
 373 \_\_\_\_\_  
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410 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.



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

412

**OFFER AND ACCEPTANCE**

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

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

417

**COUNTER OFFER/REJECTION**

418  **Seller** counters **Buyer's** offer (to accept the counter offer, **Buyer** must sign or initial the counter offered terms and deliver a  
419 copy of the acceptance to **Seller**. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the  
420 date the counter is delivered.  **Seller** rejects **Buyer's** offer.

421 Date: \_\_\_\_\_ **Buyer:** \_\_\_\_\_  
422 Print name: \_\_\_\_\_

423 Date: \_\_\_\_\_ **Buyer:** \_\_\_\_\_  
424 Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
425 Fax: \_\_\_\_\_ Address: \_\_\_\_\_

426 E-mail: \_\_\_\_\_

427 Date: \_\_\_\_\_ **Seller:** \_\_\_\_\_  
428 Print name: \_\_\_\_\_ Karen A. Liebel

429 Date: \_\_\_\_\_ **Seller:** \_\_\_\_\_  
430 Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
431 Fax: \_\_\_\_\_ Address: \_\_\_\_\_

432 E-mail: \_\_\_\_\_

433 **Effective Date:** \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

434 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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# Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: \_\_\_\_\_  
SELLER HAS  HAS NOT  OCCUPIED THE PROPERTY.  
DATE SELLER PURCHASED PROPERTY? \_\_\_\_\_  
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: 4495 31st Ave North, St Pete 33713  
LEGAL DESCRIPTION: \_\_\_\_\_

**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: Rear yard fenced

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (KAR) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer ( ) ( ) and Seller (  ) ( ) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.

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 \_\_\_\_\_ If so, what was the outcome of the inspection? \_\_\_\_\_  
 \_\_\_\_\_
- c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO  YES  Date and type of treatment \_\_\_\_\_, 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: \_\_\_\_\_
  - 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: Inspected 4/07  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Buyer ( ) ( ) and Seller ( KAT ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

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: \_\_\_\_\_

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: \_\_\_\_\_

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 Central / window
  - 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: \_\_\_\_\_

Buyer ( ) ( ) and Seller KAT ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO  YES  Leased  Owned  Connected to Central Monitor  Monthly Fee \$ 25
Smoke Detectors: NO  YES  Number of smoke detectors? 2
Lawn Sprinkler System: NO  YES  Sprinkler water source: Well 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? 5

17. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO  YES

If yes, explain:

Blank lines for explanation.

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: [Signature] / Karen Liebel Date: 2/11/07
Seller: / (print) Date:

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: / Date:
Buyer: / Date:

Buyer ( ) ( ) and Seller [Signature] ( ) ( ) acknowledge receipt of a copy of this page, which is Page 5 of 5 Pages.

## Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

FLORIDA ASSOCIATION OF REALTORS®



I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

**1. Before You Sign a Contract/Lease.** Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

**A. Disclose** to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

**B. Provide** the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

**C. Disclose** to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

**D. Allow** the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

**2. Sales Contract Requirements.** You must ensure that the sales contract has an attachment having the following elements:

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

**B.** A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

**C.** A list of any records or reports described in 1.B.(2) that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

**D.** A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

**E.** A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

**F.** Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

**3. Lease Requirements.** As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

- A. The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
- B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.
- C. A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.
- D. A statement by the tenant:
  - (1) affirming receipt of the information paragraph 3.B. and C. above; and
  - (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.
- E. A statement by each real estate licensee/agent involved in the transaction that:
  - (1) the licensee/agent has informed you of your legal obligations; and
  - (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.
- F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

**4. Record Retention Requirements.** Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

**5. Impact of Law and Disclosures.** Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by \_\_\_\_\_  
(licensee) to seller or landlord on the 11th day of February 2007.

**Seller/Landlord** makes the following disclosure to licensee:

**(1) Lead-based paint and lead-based paint hazards in the housing:** (check one)

- (a) Seller/Landlord has no knowledge of LBP/LBPH in the housing.
- (b) Seller/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information):

**(2) Available Records and Reports:** (check one)

- (a) Seller/Landlord has no records or reports regarding LBP/LBPH in the housing.
- (b) Seller/Landlord has available the following documents regarding LBP/LBPH in the housing:

K. Subel  
Seller/Landlord

2/11/07  
Date

\_\_\_\_\_  
Seller/Landlord

\_\_\_\_\_  
Date