

# "As Is" Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®



1\* **1. SALE AND PURCHASE:** \_\_\_\_\_ ("Seller")  
2\* and \_\_\_\_\_ ("Buyer")  
3 agree to sell and buy on the terms and conditions specified below the property described as:

4\* Address: \_\_\_\_\_  
5\* \_\_\_\_\_ County: \_\_\_\_\_

6\* Legal Description: \_\_\_\_\_  
7\* \_\_\_\_\_ Tax ID No: \_\_\_\_\_

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

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) \_\_\_\_\_, **2006** by

19\* \_\_\_\_\_ for \_\_\_\_\_ ("Escrow Agent")  
20\* \_\_\_\_\_  
21\* *Signature* for *Name of Company*

22\* (b) \$ \_\_\_\_\_ Additional deposit to be made by \_\_\_\_\_, \_\_\_\_\_ or \_\_\_\_\_ days from  
23 Effective Date.

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) This Contract is contingent on **Buyer** qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_,  
30\* \_\_\_\_\_ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period");

31\*  (1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price (plus  
32 any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

33\*  (2) Approval for **Seller** financing or assumption of mortgage (see attached addendum).

34\* **Buyer** will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit,  
35 employment, financial and other information required by the lender. Either party may cancel this Contract if (i) **Buyer**, after using  
36 diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment  
37 by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either **Buyer**  
38 elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, **Buyer** will return all **Seller**-  
39 provided title evidence, surveys and association documents and **Buyer's** deposit(s) will be returned after Escrow Agent receives  
40 proper authorization from all interested parties.

## CLOSING

41 **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on \_\_\_\_\_,  
42\* \_\_\_\_\_ ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and **Seller's** personal items  
43 removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days  
44 after the insurance suspension is lifted.

45 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted  
46 by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of  
47 **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph  
48 \_\_\_\_\_

49\* **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

- 50 19. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.
- 51 (a) **Seller Costs:** **Seller** will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified,  
52 confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an  
53\* amount equal to the last estimate of the assessment; Other: \_\_\_\_\_
- 54 (b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages; recording fees on the deed and  
55 financing statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood  
56\* insurance; home warranty plan; Other: \_\_\_\_\_
- 57 (c) **Title Evidence and Insurance: Check (1) or (2):**
- 58\*  (1) **Seller** will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  **Seller**  **Buyer** will  
59\* select the title agent.  **Seller**  **Buyer** will pay for the owner's title policy, search, examination and related charges.  
60 Each party will pay its own closing fees.
- 61\*  (2) **Seller** will provide title evidence as specified in Paragraph 10(a)(2).  **Seller**  **Buyer** will pay for the owner's title  
62 policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien  
63 search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.
- 64 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
65 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the  
66 Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
67 adjustment for exemptions and improvements. **Buyer** is responsible for property tax increases due to change in ownership.
- 68 (e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require  
69 **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

#### 70 PROPERTY CONDITION

- 71\* 6. **INSPECTION PERIODS:** **Buyer** will complete any and all inspections of the Property by \_\_\_\_\_, \_\_\_\_\_  
72 (within 10 days from Effective Date if left blank) ("Inspection Period"); and the walk-through inspection on the day before  
73 Closing Date or any other time agreeable to the parties.
- 74 7. **REAL PROPERTY DISCLOSURE:** **Seller** represents that **Seller** does not know of any facts that materially affect the value of  
75 the Property, including violations of governmental laws, rules and regulations, other than those that **Buyer** can readily observe  
76 or that are known by or have been disclosed to **Buyer**.
- 77 (a) **Energy Efficiency:** **Buyer** acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this  
78 is a new home, the builder's FL-EPL card is attached as an addendum.
- 79 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
80 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
81 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
82 obtained from your county public health unit. **Buyer** may, within the Inspection Period, have an appropriately licensed  
83 person test the Property for radon. If the radon exceeds acceptable EPA standards, **Seller** may choose to reduce the radon  
84 level to an acceptable EPA level, failing which either party may cancel this Contract.
- 85 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood  
86 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and  
87 rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard area and the  
88 buildings are built below the minimum flood elevation, **Buyer** may cancel this Contract by delivering written notice to **Seller**  
89 within 20 days from Effective Date, failing which **Buyer** accepts existing elevation of the buildings and zone designation of  
90 the Property.
- 91 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
92 summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER  
93 HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

- 94 8. **As Is With Right to Inspect:** **Seller** makes no warranties other than marketability of title. **Seller** will keep the Property in the  
95 same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will  
96 convey the Property in its "as is" condition with no obligation to make any repairs.
- 97 (a) **Inspection Right; Seller Obligations:** **Buyer** may, at **Buyer's** expense, conduct professional and walk-through inspections  
98 as described below. If **Buyer** fails to timely conduct any inspection which **Buyer** is entitled to make under this paragraph,  
99 **Buyer** waives the right to the inspection and accepts the Property "as is." **Seller** will provide access and utilities for **Buyer's**  
100 inspections. **Buyer** will repair all damages to the Property resulting from the inspections and return the Property to its pre-  
101 inspection condition.
- 102 (b) **Professional Inspections:** The inspection(s) will be by a person who specializes in and holds an occupational license (if  
103 required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected.
- 104\* (c) **Cancellation Right:** **Buyer** may cancel this Contract by written notice to **Seller** within 2 days (within 5 days if left blank)  
105 from the end of the Inspection Period if the estimated cost of treatment and repairs determined to be necessary by **Buyer** is  
106\* greater than \$ 1,000.00. For the cancellation to be effective, **Buyer** must include in the written notice a copy of the

107\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

108 inspector's written report, if any, and treatment and repair estimates from the inspector or person(s) holding an appropriate  
109 Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to  
110 **Buyer**.  
111 **(d) Walk-through Inspection:** **Buyer** may walk through the Property solely to verify that **Seller** has fulfilled the contractual  
112 obligations. No other issues may be raised as a result of the walk-through inspection.

113 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored  
114 within 45 days from the Closing Date to substantially the same condition as it was on Effective Date, **Seller** will, at **Seller's**  
115 expense, restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in  
116 time, **Buyer** may accept the Property "as is" with **Seller** assigning the insurance proceeds for the Property to **Buyer** at closing,  
117 failing which either party may cancel this Contract.

118 **TITLE**

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

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

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

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

139 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of  
140 title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from  
141 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects  
142 within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing  
143 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  
144 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of  
145 **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

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

153 **MISCELLANEOUS**

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

159 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to**  
160 **deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render**  
161 **that contingency null and void and the Contract will be construed as if the contingency did not exist.**

162\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

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

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

#### 173 **DEFAULT AND DISPUTE RESOLUTION**

174 **15. DEFAULT: (a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort,  
175 **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without  
176 waiving the right to seek damages or to seek specific performance as per Paragraph **16**. **Seller** will also be liable to **Broker** for  
177 the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including  
178 timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
179 damages or to seek specific performance as per Paragraph **16**; and **Broker** will, upon demand, receive 50% of all deposits  
180 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

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

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

#### 203 **ESCROW AGENT AND BROKER**

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

212 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** **Broker** advises **Buyer** and **Seller** to verify all facts and representations that  
213 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
214 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
215 for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that **Broker** does not reside in the  
216 Property and that all representations (oral, written or otherwise) by **Broker** are based on **Seller** representations or public records  
217 unless **Broker** indicates personal verification of the representation. **Buyer agrees to rely solely on Seller, professional inspectors**  
218 **and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property**  
219 **value.** **Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by

220\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.



221 Broker and Broker's officers, directors, agents and employees in connection with or arising from **Buyer's** or **Seller's** misstatement  
222 or failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and Broker's officers, directors,  
223 agents and employees from all liability for loss or damage based on **(1) Buyer's** or **Seller's** misstatement or failure to perform  
224 contractual obligations; **(2) Broker's** performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of services  
225 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; **(3) products**  
226 or services provided by any vendor; and **(4) expenses** incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for  
227 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
228 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

229 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Seller** and **Buyer**  
230 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent: Seller**  
231 and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
232 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
233 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

234\* \_\_\_\_\_  
235 *Real Estate Licensee* *Real Estate Licensee*  
236\* \_\_\_\_\_  
237\* *Broker / Brokerage fee: (\$ or % of Purchase Price)* \_\_\_\_\_ *Broker / Brokerage fee: (\$ or % of Purchase Price)* \_\_\_\_\_  
238\* \_\_\_\_\_

239 **ADDENDA AND ADDITIONAL TERMS**

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

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|--|--|--|--|
| 241* <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> G. New Mort. Rates              | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property |
| 242* <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                 |
| 243* <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections             | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment               |
| 244* <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> P. Back-up Contract.            | <input type="checkbox"/> V. Prop. Disclosure Stmt.   |
| 245* <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> Other _____                 |
| 246* <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.       | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                 |

247\* **21. ADDITIONAL TERMS:**

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278\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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

304 OFFER AND ACCEPTANCE

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

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

309\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
310\* Print name: \_\_\_\_\_

311\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
312\* Print name: \_\_\_\_\_

313\* Phone: \_\_\_\_\_ Address: \_\_\_\_\_

314\* Fax: \_\_\_\_\_

315\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
316\* Print name: \_\_\_\_\_

317\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
318\* Print name: \_\_\_\_\_

319\* Phone: \_\_\_\_\_ Address: \_\_\_\_\_

320\* Fax: \_\_\_\_\_

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

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

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

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