

# Exclusive Right of Sale Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between  
2\* \_\_\_\_\_ ("Seller") and  
3\* Florida Future Realty, Inc. ("Broker")

4 **1. AUTHORITY TO SELL PROPERTY:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property  
5\* (collectively "Property") described below, at the price and terms described below, beginning the \_\_\_\_\_ day of  
6\* \_\_\_\_\_, \_\_\_\_\_, and terminating at 11:59 p.m. the \_\_\_\_\_ day of \_\_\_\_\_,  
7 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this  
8 Agreement will automatically extend through the date of the actual closing of the sales contract. **Seller and Broker**  
9 acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,  
10 color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. **Seller**  
11 certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

## 12 2. DESCRIPTION OF PROPERTY:

13\* (a) Real Property Street Address: \_\_\_\_\_  
14\* \_\_\_\_\_

15\* Legal Description: \_\_\_\_\_  
16\* \_\_\_\_\_  See Attachment \_\_\_\_\_

17\* (b) Personal Property, including appliances: \_\_\_\_\_  
18\* \_\_\_\_\_  
19\* \_\_\_\_\_  See Attachment \_\_\_\_\_

20\* (c) Occupancy: Property  is  is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_.

## 21 3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller:

22\* (a) Price: \_\_\_\_\_

23\* (b) Financing Terms:  Cash  Conventional  VA  FHA  Other \_\_\_\_\_

24\*  Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ \_\_\_\_\_ with the  
25\* following terms: \_\_\_\_\_

26\*  Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ \_\_\_\_\_ plus  
27\* an assumption fee of \$ \_\_\_\_\_. The mortgage is for a term of \_\_\_\_\_ years beginning in \_\_\_\_\_, at  
28\* an interest rate of \_\_\_\_\_ %  fixed  variable (describe) \_\_\_\_\_

29\* Lender approval of assumption  is required  is not required  unknown. Notice to Seller: You may remain liable for an  
30 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your  
31 liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will  
32 convey the escrow deposit to the buyer at closing.

33\* (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed \_\_\_\_\_ % of the purchase  
34 price; and any other expenses Seller agrees to pay in connection with a transaction.

## 35 4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until 36 a sales contract is pending on the Property. Seller authorizes Broker to:

37 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in  
38 (4)(a)(i) or (4)(a)(ii) below.

### 39 (Seller opt-out)(Check one if applicable)

40\*  (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

41\*  (ii) Seller does not authorize Broker to display the Property on the Internet.

42 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on  
43 the Internet will not see information about the listed property in response to their search.

44\* \_\_\_\_\_ / \_\_\_\_\_ Initials of Seller.

45 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales  
46 contract) and use Seller's name in connection with marketing or advertising the Property.

### 47 (c) Obtain information relating to the present mortgage(s) on the Property.

48 (d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing  
49 information and price, terms and financing information on any resulting sale for use by authorized Board / Association  
50 members, MLS participants and subscribers; and

51\* Seller (\_\_\_\_\_) (\_\_\_\_\_) and Broker/Sales Associate (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

- 52 (e) Provide objective comparative market analysis information to potential buyers; and  
 53\* (f) (Check if applicable)  Use a lock box system to show and access the Property. A lock box does not ensure the  
 54 Property's security; **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and  
 55 releases **Broker**, persons working through **Broker** and **Broker's** local Realtor Board / Association from all liability and  
 56\* responsibility in connection with any loss that occurs.  Withhold verbal offers.  Withhold all offers once Seller accepts a  
 57 sales contract for the Property.  
 58 (g) Act as a transaction broker of Seller.  
 59 (h) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are  
 60 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a  
 61 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website  
 62 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless  
 63 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.  
 64\*  **Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be  
 65 displayed in immediate conjunction with the listing of this Property.  
 66\*  **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink  
 67 to such comments or reviews) in immediate conjunction with the listing of this Property.

68 **5. SELLER OBLIGATIONS:** In consideration of **Broker's** obligations, **Seller** agrees to:

- 69 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all  
 70 inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.  
 71 (b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.  
 72 (c) Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.  
 73 (d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature, including  
 74 attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations,  
 75 misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the  
 76 Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is  
 77 entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.  
 78 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).  
 79 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily  
 80 observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local  
 81\* government building code violations, unobservable defects, etc.) other than the following: \_\_\_\_\_  
 82\* \_\_\_\_\_

83 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- 84 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements  
 85 and other specialized advice.

86 **6. COMPENSATION:** **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to  
 87 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to  
 88 **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax);

- 89\* (a) \_\_\_\_\_ % of the total purchase price plus \$ \_\_\_\_\_ OR \$ \_\_\_\_\_, no later than  
 90 the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.  
 91\* (b) \_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,  
 92 **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.  
 93\* (c) \_\_\_\_\_ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to  
 94 lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive  
 95 right to lease the Property.  
 96 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease,  
 97 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by  
 98 **Broker**, **Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement,  
 99\* defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within \_\_\_\_ days after  
 100 Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any  
 101 prospects with whom **Seller**, **Broker** or any real estate licensee communicated regarding the Property prior to Termination Date.  
 102 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.  
 103\* (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive \_\_\_\_\_ % of all deposits that  
 104 **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

105 **7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** **Broker's** office policy is to cooperate with all other  
 106\* brokers except when not in **Seller's** best interest:  and to offer compensation in the amount of \_\_\_\_\_ % of the  
 107\* purchase price or \$ \_\_\_\_\_ to **Buyer's** agents, who represent the interest of the buyers, and not the interest of **Seller** in

108\* **Seller** (\_\_\_\_\_) (\_\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

109\* a transaction;  and to offer compensation in the amount of \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_ to a  
110\* broker who has no brokerage relationship with the **Buyer** or **Seller**;  and to offer compensation in the amount of  
111\* \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_ to Transaction brokers for the **Buyer**;  None of the above (if this is  
112 checked, the Property cannot be placed in the MLS.)

113 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, **Broker** will be acting as a transaction broker, **Broker** will deal  
114 honestly and fairly with **Seller**, will account for all funds, will use skill, care, and diligence in the transaction, will disclose all  
115 known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present  
116 all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited confidentiality with **Seller**  
117 unless waived in writing.

118 **9. CONDITIONAL TERMINATION:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker**  
119 agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred  
120\* in marketing the Property and pay a cancellation fee of \$ \_\_\_\_\_ plus applicable sales tax. **Broker** may void the  
121 conditional termination and **Seller** will pay the fee stated in paragraph 6(a) less the cancellation fee if **Seller** transfers or  
122 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination  
123 to Termination Date and Protection Period, if applicable.

124 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters  
125 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first  
126 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If  
127 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless  
128 the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, **Seller**  
129\* (\_\_\_\_) (\_\_\_\_), Listing Associate (\_\_\_\_) and Listing Broker (\_\_\_\_) agree that disputes not resolved by mediation will be settled  
130 by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American  
131 Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the  
132 arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs and expenses, including attorney's  
133 fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

134 **11. MISCELLANEOUS:** This Agreement is binding on **Broker's** and **Seller's** heirs, personal representatives, administrators,  
135 successors and assigns. **Broker** may assign this Agreement to another listing office. This Agreement is the entire agreement  
136 between **Broker** and **Seller**. No prior or present agreements or representations shall be binding on **Broker** or **Seller** unless  
137 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals.  
138 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees and other categories of potential  
139 or actual transferees.

140\* **12. ADDITIONAL TERMS:** \_\_\_\_\_  
141\* \_\_\_\_\_  
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157\* **Seller** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

158\* Date: \_\_\_\_\_ **Seller's Signature:** \_\_\_\_\_ Tax ID No: \_\_\_\_\_

159\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

160\* Address: \_\_\_\_\_

161\* Date: \_\_\_\_\_ **Seller's Signature:** \_\_\_\_\_ Tax ID No: \_\_\_\_\_

162\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

163\* Address: \_\_\_\_\_

164\* Date: \_\_\_\_\_ **Authorized Listing Associate or Broker:** \_\_\_\_\_

165\* Brokerage Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

166\* Address: \_\_\_\_\_

167\* Copy returned to **Customer** on the \_\_\_\_ day of \_\_\_\_\_ by:  personal delivery  mail  E-mail  facsimile.

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168\* **Seller** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

# 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: \_\_\_\_\_  
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: \_\_\_\_\_

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) 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, Chinese/defective drywall, 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 corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO  YES  If yes, explain: \_\_\_\_\_  
 \_\_\_\_\_

iii. 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

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

f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO  YES

If any answer to questions 6a-6f is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. FLOOD:

Are You Aware:

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

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

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

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

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO  YES  Date of inspection \_\_\_\_\_ 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) 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

What is the balance owed on the system? \$ \_\_\_\_\_

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

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

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

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

f. 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 \_\_\_\_\_

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 (\_\_\_\_) (\_\_\_\_) 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 \$ \_\_\_\_\_
Smoke Detectors: NO [ ] YES [ ], Number of smoke detectors? \_\_\_\_\_
Lawn Sprinkler System: NO [ ] YES [ ] Sprinkler water source: \_\_\_\_\_ 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? \_\_\_\_\_, Humidistat? NO [ ] YES [ ] Humidifier? NO [ ] YES [ ]
Electric air filters? NO [ ] YES [ ] Vent fans? NO [ ] YES [ ]
Paddle fans? NO [ ] YES [ ], Number of paddle fans? \_\_\_\_\_

17. OTHER MATTERS:

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

If yes, explain: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_
(signature) (print)

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_
(signature) (print)

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: \_\_\_\_\_
(signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_
(signature) (print)

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