



Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
 and _____ (Buyer)
 concerning the Property described as _____:

"AS IS"

Buyer's Initials - Seller's Initials: If to be made a part of the Contract.

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1. SELLER'S WARRANTIES AND REPRESENTATIONS: Obligations with Respect to the Property; Limitations

(a) Paragraph XII and Standard D, Standard N and Standard X are deleted.

(b) This Rider does not relieve Seller's obligations under Standard W for facts known to Seller. However, except as required in this Rider and in Standard W, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

(c) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

(d) Seller has no knowledge of any repairs or improvements made to the Property without compliance with governmental regulation which have not been disclosed to Buyer.

(e) Subject to the provisions and limitations of this Rider, Buyer waives any claims against Seller and, to the extent permitted by law, against any licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

2. INSPECTION PERIOD AND RIGHT TO CANCEL.

(a) Buyer shall have _____ days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period.

(b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.

(c) If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel the Contract by delivering facsimile or written notice of such election to Seller on or before expiration of the Inspection Period. If Buyer timely cancels the Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract, except as provided in Subparagraph 2(b), above.

(d) Unless Buyer exercises the right to cancel granted in 2.(c) above, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions, or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

3. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES.

Seller shall maintain the Property, including, but not limited to, the lawn, shrubbery and pool, in their respective conditions, existing as of Effective Date, ordinary wear and tear, and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this Paragraph 3. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.



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concerning the Property described as _____:
_____:

ASSUMPTION OF EXISTING MORTGAGE(S)

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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The Property is encumbered by an existing mortgage, as described in Paragraph 11(c), which has: ☐ a variable interest rate; or ☐ a fixed interest rate of ____% per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed ____% per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed \$_____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.



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concerning the Property described as _____
_____:

BACK-UP CONTRACT

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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This back-up contract is subject to the termination of a prior executed contract between Seller and a third party for the sale of the Property. If the prior executed contract is terminated and Seller delivers written notice of the termination to Buyer before 5:00 p.m. on _____, _____, this contingency will be removed and this back-up contract will move into first position. If Buyer does not receive notice of the prior contract's termination by the above deadline, Buyer may cancel this back-up contract at any time and Buyer's deposit will be refunded.



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concerning the Property described as _____
_____:

BUYER'S ATTORNEY APPROVAL

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

This Contract is contingent upon Buyer's attorney approving the Contract. Buyer may terminate the Contract and receive a return of all deposits if Buyer's attorney disapproves the Contract and Buyer notifies Seller in writing on or before _____, _____.



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If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____
_____:

COASTAL CONSTRUCTION CONTROL LINE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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The Real Property which is the subject of this Contract is or may be located either partially or totally seaward of the Coastal Construction Control Line ("CCCL"), as defined in Section 161.053 F.S. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Real Property at or prior to the Closing, unless Buyer waives this requirement in writing. This Property may be in the Coastal Building Zone ("CBZ") and therefore be subject to governmental regulation.

- ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- ☐ Buyer requests a CCCL affidavit or survey within the time allowed to deliver evidence of title.



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USE THE RIDERS THAT APPLY

If initialed by all parties, the clauses below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____:

CONDOMINIUM ASSOCIATION DISCLOSURE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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1. CONDOMINIUM ASSOCIATION APPROVAL; RELATED FEES:

The Association's approval of Buyer (CHECK ONLY ONE) ☐ is ☐ is not required. If approval is required, the Contract is contingent upon Buyer being approved by the Association no later than _____ days prior to Closing. Buyer shall apply for approval within _____ days after Effective Date and shall use diligent effort to obtain such approval, including making personal appearances if required. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and shall divide equally all application and transfer fees charged by the Association. If Buyer is not approved within the stated time period, the deposit(s) will be returned to the Buyer and the Contract will terminate.

2. RIGHT OF FIRST REFUSAL; RELATED FEES:

(a) The Association (CHECK ONLY ONE) ☐ has ☐ does not have a right of first refusal ("Right"). If the Association has a Right, the Closing is contingent upon the first to occur of the Association providing written confirmation to Buyer that the Association is not exercising that Right or upon the expiration of the time permitted for the exercise of such Right, without the exercise of same, pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto). Buyer and Seller shall, within _____ days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, shall use diligent effort to submit and process the matter with the Association, including personal appearances, if required, and shall divide equally any application and transfer fees charged by the Association.

(b) The members of the Association (CHECK ONLY ONE) ☐ have ☐ do not have a Right. If the members do have a Right, the Closing is contingent upon the first to occur of the Association providing written confirmation to the Buyer that the members of the Association have not elected to exercise that Right or upon the expiration of the time permitted for the exercise of such Right, without the exercise of same, pursuant to the terms of the Declaration.

(c) If, within the stated time period, the Association or the members of the Association fail to provide the written confirmation or if the Right does not otherwise expire or if the Association or a member thereof exercises the Right, then the deposit(s) will be returned to the Buyer and the Contract will terminate.

3. FEES; ASSESSMENTS; PRORATIONS:

(a) Seller represents that the current maintenance assessment is \$_____ per month and the current rent on recreation areas is \$_____ per month. All assessments levied by the Association, and rent on recreational areas if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

(b) Seller shall pay special assessments levied by the Association prior to the Closing, unless otherwise agreed in writing after Seller's full written disclosure to Buyer of pending amounts. Buyer shall pay special assessments levied by the Association on or after the Closing. Association assets and liabilities, including Association reserve accounts, shall not be prorated. A special assessment shall be deemed "levied", for purposes of this paragraph on the date when the Association's Board of Administration or the required percentage of unit owners, or both, has voted in accordance with Florida law and the condominium documents to approve the special assessment. Seller has no knowledge of any pending special assessment except as follows: \$_____ imposed for the following purposes:_____.

(c) Pursuant to sections 718.112(2)(l) and 718.1085(l), F.S., in the event the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, Seller shall furnish to Buyer, prior to Closing, the written notice of Association's vote to forego such retrofitting.

(see continuation)

CONDOMINIUM ASSOCIATION DISCLOSURE(continued)

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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4. NON-DEVELOPER DISCLOSURE: (CHECK ONLY ONE)

(a) ☐ THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

(b) ☐ THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

5. BUYER'S REQUEST FOR DOCUMENTS:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 4, above. Buyer (CHECK ONLY ONE) ☐ requests ☐ does not request a current copy of the documents specified in Paragraph 4, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

6. BUYER'S RECEIPT OF DOCUMENTS:

(COMPLETE AND CHECK ONLY IF CORRECT) ☐ Buyer received the documents described in Paragraph 4, above, on the _____ day of _____, _____.

7. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and any appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration: ☐ Parking Space(s) # _____ ☐ Garage # _____ ☐ Other: _____.

8. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Standards D, N and X of the Contract are limited to the individual unit and do not extend to common elements, limited common elements, or any other part of the Property except the individual unit.

9. GOVERNANCE FORM:

PURSUANT TO CHAPTER 718, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE FROM SELLER A COPY OF THE GOVERNANCE FORM IN THE FORMAT PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIME SHARES AND MOBILE HOMES OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, SUMMARIZING THE GOVERNANCE OF THE CONDOMINIUM ASSOCIATION.



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If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
 and _____ (Buyer)
 concerning the Property described as _____
 _____:

EVIDENCE OF TITLE (ABSTRACT)

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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At least _____ days (if blank, then 5) before Closing a current abstract of title shall be obtained by: (CHECK ONLY ONE)

☐ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or ☐ (2) Buyer, at Buyer's expense. Unless otherwise provided by law, charges for the following related title services, namely title examination and closing fee (including the preparation of the closing statement), shall be paid by the Buyer. The abstract of title shall be prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the real property recorded in the public records of the county wherein the real property is located through Effective Date. It shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications contained in Paragraph VII. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the abstract to notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the abstract of title and it is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of the abstract of title to examine same in accordance with this Rider. If the escrow and closing procedure required by Standard P is not waived, the abstract of title shall be continued after Closing at Buyer's expense to show title in Buyer, without any encumbrances or changes which would render Seller's title unmarketable from the date of the previous continuation.

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FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
 and _____ (Buyer)
 concerning the Property described as _____
 _____:

EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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1. Evidence of Title shall be defined as:

(a) Seller shall provide an existing prior Owner's or First Mortgagee Title Insurance Policy qualified for use as a title base for reissue of coverage on the Real Property at the Purchase Price of the Real Property ("Prior Policy") together with copies of all exceptions thereto, if requested. Seller shall, at Seller's option, pay for either: (1) an abstract continuation or; (2) a computer title search, from the effective date of the prior Owner's Policy or in the case of a First Mortgagee Title Insurance Policy from the date of recording the deed into the mortgage. The abstract continuation or title search shall be ordered or performed by Closing Agent at a cost not to exceed \$ _____ (if blank, \$200.00); or

(b) IF A PRIOR POLICY DESCRIBED IN PARAGRAPH 1(a) ABOVE IS NOT AVAILABLE then Seller shall, at Seller's option provide and pay for either: (1) an alternative title evidence which is acceptable to Buyer's title insurance underwriter; or (2) a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before Closing.

2. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications contained in Paragraph VII. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Evidence of Title to notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (a) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (b) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Evidence of Title is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of Evidence of Title to examine same in accordance with this Rider. If the escrow and closing procedure required by Standard P is not waived, the Evidence of Title shall be continued after Closing at Buyer's expense to show title in Buyer, without any encumbrances or changes which would render Seller's title unmarketable from the date of the previous continuation.

3. Evidence of Title shall be certified or brought current through a date not more than 30 days prior to Closing. Upon Closing, the Evidence of Title shall become the property of Buyer.



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If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____
_____:

EXISTING TENANT(S)

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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The Property is presently used as a rental and the tenancy shall continue beyond the Closing. There ☐ is ☐ is not a written lease(s).

The gross monthly rental income is presently \$_____. Seller holds a total of \$_____ security deposits and

\$_____ advance rents. The provisions of Standard F shall apply together with the provisions of this paragraph.

Buyer may cancel this Contract by written notice within three (3) days of receipt of leases, estoppel letters, and information required by Standard F, if such documentation and information does not confirm the representations made herein by Seller.



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USE THE RIDERS THAT APPLY

If initialed by all parties, the clauses below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____:

U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) / FEDERAL HOUSING ADMINISTRATION (FHA)

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

1. DEFINITIONS:

- (a) "Contract" is the FAR/BAR Contract for Sale and Purchase (2007 ed.), to which this Rider is attached and intended to amend.
- (b) "Standard" refers to the Standards for Real Estate Transactions which is part of the Contract.
- (c) "HUD" is the Department of Housing and Urban Development.
- (d) "Property" is the Property which is the subject matter of the Contract.
- (e) "Purchaser" is the Buyer named in the Contract.
- (f) "FHA" is the Federal Housing Administration.
- (g) "VA" is the Department of Veterans Affairs.

2. INSPECTIONS AND APPRAISAL: In addition to the requirements of Standard D and Standard N of the Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed \$ _____, which cost is in addition to the costs required to be paid under Standard D and Standard N.

3. ☐ (CHECK IF APPLICABLE) FHA FINANCING: It is expressly agreed that notwithstanding any other provisions of the Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ _____. The Purchaser shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

(a) Fees, Prepayments: Purchaser shall pay all loan expenses, except tax service fee, which fee, if charged by Buyer's lender, shall be paid by Seller up to maximum of \$ _____ (\$100.00 if left blank).

(b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel the Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

(c) Certification: We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of the Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, the Contract.

4. ☐ (CHECK IF APPLICABLE) VA FINANCING: It is expressly agreed that, notwithstanding any other provision of the Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) Fees, Prepayments: Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(see continuation)

U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) / FEDERAL HOUSING ADMINISTRATION (FHA)(continued)

Buyer's initials - Seller's initials: If to be made a part of the Contract.

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(b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel the Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. ELECTION TO PROCEED WITH CONTRACT: In the event Purchaser elects under Paragraph 3 or 4 above to proceed with the Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new Rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

_____ Buyer/Purchaser	_____ Date	_____ Seller	_____ Date
_____ Buyer/Purchaser	_____ Date	_____ Seller	_____ Date
_____ Broker/Purchaser	_____ Date	_____ Broker	_____ Date



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concerning the Property described as _____
_____ :

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA")

Buyer's Initials - Seller's Initials: If to be made a part of the Contract.

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If a Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires a buyer of real property to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. Buyer and Seller agree to execute and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the requirements of FIRPTA, including delivery of their respective federal taxpayer identification numbers ("TIN") or Social Security Numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as of the Closing, Buyer agrees to place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance with Section 1445 and implementing regulations. In the event Buyer does not pay sufficient cash at Closing to meet the withholding requirement, Seller shall deliver to Buyer at Closing the additional cash necessary to satisfy the requirement. Buyer shall timely disburse the funds to the IRS, and provide Seller with copies of the tax forms and receipts.



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If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____:

HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

IF THE DISCLOSURE SUMMARY REQUIRED BY CHAPTER 720, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For _____
(Name of Community)

- (a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.
- (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.
- (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

BUYER _____ Date _____ BUYER _____ Date _____



Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____
_____:

INSULATION DISCLOSURE FOR NEW RESIDENCE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

Insulation has been or will be installed in the new residence as follows:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>Manufacturer R-Value</u>
-----------------	-------------	------------------	-----------------------------

Interior Walls

Flat Ceiling Walls

Sloped Ceiling Walls

Common Walls Between

House and Garage

Exterior Walls

Other



Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____
_____:

KICK OUT CLAUSE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

Seller will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase contracts with third parties that are subject to the termination of this primary Contract. Upon entering into a back-up contract, Seller will notify Buyer in writing of the back-up contract. To continue with this primary Contract, Buyer must make an additional deposit of \$_____ to Escrow Agent, within 3 days from receipt of the written notice. By giving the additional deposit to Escrow Agent within 3 days, Buyer waives all contingencies for financing and sale of Buyer's property and the parties will close on Closing Date. The additional deposit will be credited to Buyer at Closing. If Buyer fails to timely make the additional deposit, this primary Contract will terminate and Buyer's deposit will be refunded.

**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____:

LEAD-BASED PAINT DISCLOSURE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

Lead-Based Paint 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."

Seller's Disclosure (INITIAL)

_____ (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

☐ Known lead-based paint or lead-based paint hazards are present in the housing.

☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Seller (CHECK ONE BELOW):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____

☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ (c) Buyer has received copies of all information listed above.

_____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ (e) Buyer has (CHECK ONE BELOW):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

_____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER

DATE

BUYER

DATE

SELLER

DATE

BUYER

DATE

Listing Licensee

DATE

Selling Licensee

DATE

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.



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If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____
_____:

POST-OCCUPANCY BY SELLER

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

This Contract is contingent upon Buyer and Seller within ____ days from Effective Date signing and delivering to each other a written lease prepared at (CHECK ONE) ☐ Seller's ☐ Buyer's expense, for Seller to remain in possession of the Property until _____ days after Closing. Seller shall pay a monthly rent of \$_____ payable monthly in advance. Seller's repair and treatment obligations under paragraphs D and N shall not be extended beyond the Closing.



Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

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and _____ (Buyer)
concerning the Property described as _____
_____:

PRE-OCCUPANCY BY BUYER

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

This Contract is contingent upon Buyer and Seller within _____ days from Effective Date signing and delivering to each other a written lease prepared at (CHECK ONE) ☐ Seller's ☐ Buyer's expense, for Buyer to take possession of the Property on _____, _____. Upon taking possession, Standards D, N and X are no longer applicable and Buyer thereby accepts the Property in its existing condition, relieving Seller of any repairs or treatment obligations. Buyer shall then have the sole obligation of maintaining the Property and shall assume all risk of loss. Buyer shall pay a monthly rent of \$ _____ payable monthly in advance.



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FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____
_____:

REZONING CONTINGENCY

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

Buyer's obligations hereunder are expressly conditioned upon Buyer, at Buyer's expense, applying for and obtaining rezoning or change of land use of the described Property to the zoning or land use category of _____, under (county/city) ordinances and land use regulations. Buyer's obligations are further conditioned upon obtaining such Comprehensive Land Use Plan ("CLUP") amendments as may be necessary to permit such rezoning. Buyer agrees to promptly apply for and diligently pursue said rezoning/CLUP amendment. If final government action on said rezoning application has not been obtained by _____, _____ ("Date"), then either party thereafter, by written notice to the other, may cancel this Contract, in which event all deposits paid hereunder shall be refunded to Buyer; provided further, however, that if as of Date, the final public hearing has been scheduled before the governmental board or commission having final authority, then the deadline for satisfaction of this condition shall be extended to the day after the public hearing, but in no event more than _____ days after Date. The Closing shall occur _____ days following final rezoning approval and if applicable land use change. Seller agrees to such rezoning/CLUP amendment.



Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____:

RIGHT TO INSPECTION AND RIGHT TO CANCEL

Buyer's Initials - Seller's Initials: If to be made a part of the Contract.

() () - - () ()

1. Buyer shall have _____ days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period. Any inspections permitted under Standards D & N which Buyer desires to make must be completed during the Inspection Period.

2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.

3. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel the Contract by delivering facsimile or written notice of such election to Seller on or before expiration of the Inspection Period. If Buyer timely cancels the Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract, except as provided in Subparagraph 2, above.

4. If Buyer elects to proceed with the Contract or fails to timely cancel the Contract on or before expiration of the Inspection Period, then the Contract will remain in effect and:

(a) If, during the Inspection Period, Buyer has conducted inspections permitted by Standards D or N, or both, and reports defects, if any, requiring treatment, repair, or replacement under such Standards to Seller in writing within the Inspection Period, then Seller shall pay up to the applicable amounts required by Paragraph XII(a) and (b); or

(b) If, during the Inspection Period, Buyer fails to conduct inspections permitted by Standards D or N, or both, or having conducted such inspection(s), fails to report defects, if any, requiring treatment, repair, or replacement under such Standards, in writing to Seller within the Inspection Period, then Buyer shall be deemed to have waived Seller's warranties and obligations of treatment, repair or replacement as to defects not reported.

(c) Unless Buyer exercises the right to cancel granted in 3 above, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions, or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.



Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____
_____:

SALE OF BUYER'S PROPERTY

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

This Contract is contingent on the sale and closing of Buyer's property located at _____.

If the sale of Buyer's property does not close by _____, _____, Buyer may, within 3 days in writing, either: a) cancel this Contract and receive a refund of deposit(s); or b) remove this contingency and all financing contingencies, and continue with the Contract. Buyer's property ☐ is ☐ is not presently under contract for sale. If it is under contract, Buyer shall provide Seller with a copy of the contract.



Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____:
_____:

SELLER FINANCING

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

Seller agrees to hold a note secured by a purchase money (CHECK ONE) ☐ first ☐ second mortgage, executed by Buyer in the principal amount of \$_____ at _____% interest per annum payable in equal (CHECK ONE) ☐ monthly ☐ quarterly ☐ annual payments of \$_____ each including interest with the first payment due _____ month(s) after Closing. This (CHECK ONE) ☐ is ☐ is not a balloon mortgage. If it is a balloon mortgage, the entire unpaid principal balance plus accrued interest shall be due and payable _____ (months/years) from date of Closing. If a second mortgage, a default in the first mortgage shall, at the option of the holder, constitute a default of the second mortgage and the amount of the first mortgage shall not exceed the amount set forth in Paragraph II(c).



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FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between _____ (Seller)
and _____ (Buyer)
concerning the Property described as _____:
_____:

SELLER'S ATTORNEY APPROVAL

Buyer's initials - Seller's initials: If to be made a part of the Contract.

() () - - () ()

This Contract is contingent upon Seller's attorney approving the Contract. Seller may terminate the Contract and the deposit will be returned to Buyer if Seller's attorney disapproves the Contract and Seller notifies Buyer in writing on or before _____, _____.