

Summary of Important Changes to the CRSP-12 (f/k/a the FAR-9)

Name: The Florida Association of Realtors' Residential Sale and Purchase Contract (the FAR-9) and its Comprehensive Addendum (the FARA-10) have been revised and renamed. The name was changed because we do not do business as FAR any longer and to minimize confusion with the FloridaRealtors/FloridaBar contract forms. On August 20, 2012, the FAR-9 will be replaced with the Contract for Residential Sale and Purchase (CRSP-12), and the FARA-10 will be replaced with the CRSP-12 addenda.

Paragraph 1: Now requires Seller to convey existing improvements and attached items as of date of Buyer's initial offer (not Effective Date).

Paragraph 2: Moves Escrow Agent info to a more prominent location; clarifies that all deposits will be paid to and held in escrow by the named Escrow Agent; names the first deposit the "Initial Deposit;" adds 2 checkboxes that indicate whether the Initial Deposit accompanies offer or will be made at a later date; requires that funds at Closing be paid by wire transfer or other Collected funds.

Paragraph 3(b): Adds an additional checkbox for "other" financing and a line to specify the type, such as FHA 203(k) or USDA; adds another occurrence when Buyer may cancel and receive a refund of deposit after providing the commitment: the loan is not funded due to financial failure of Buyer's lender.

Paragraph 4: Adds that Closing may be extended if necessary to comply with the truth in lending requirements; adds if Buyer fails to return Seller-provided documents, such as title evidence, surveys, and association documents, Buyer authorizes Closing Agent to reimburse Seller a specified sum from the deposit for the cost of the documents.

Paragraph 5(c): Adds that Seller will provide a copy of the owner's title policy if Seller has it; adds that the party who selects title agent will also select Closing Agent; clarifies that the party paying for the title search will also pay for tax and lien searches and other fees charged by title/Closing Agent.

Paragraphs 5(d) and (e): Clarify that special benefit tax assessments imposed by a CDD will be included in the real estate tax prorations.

Paragraph 6: Provides one inspection period for all inspections (radon gas, warranted items, WDO, and permits).

Paragraph 8: Clarifies that fogged windows must be repaired or replaced. Adds, "Limited remaining life of any warranted item will not be considered a defect that must be repaired or replaced."

***Important**: Deletes Seller's warranty regarding permits and now requires Buyer to notify Seller, before end of Inspection Period, what permit-related items Buyer wants Seller to remedy.

Paragraph 10(b): Adds that Buyer may extend the Curative Period for a specified time not to exceed 120 days.

Paragraph 13: Clarifies that electronic signatures will be acceptable and binding.

Paragraph 16: Clarifies that Broker is a party for purposes of arbitration and may opt out of arbitration. Adds a time limitation for arbitration.

Paragraph 17: Adds a definition for "Collected."

Paragraph 18: Adds a release of liability for Broker regarding use or display of listing data by third parties.

Paragraph 20: Lists addenda in alphabetical order.

Addenda: The Condominium Association, FHA Financing, Homeowners' Association, and Insurance addenda were revised. In addition, an Appraisal addendum was added, and three stand-alone forms were revised and added to the CRSP-12 addenda: Chinese-Defective Drywall Addendum to Contract (CDA-1), Mold Inspection Addendum to Contract (MIAC-1), and Short Sale Addendum to Purchase and Sale Contract (SSA-3). Because these three revised forms are now included in the CRSP-12 addenda, the stand-alone versions will no longer be available after the CRSP-12 is released.