



**PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT
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THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**



1 Susan Jones + Thomas R. Jones, married couple
 2 _____ ("BUYER/PURCHASER") (if individual(s), name(s) as reflected on
 3 government-issued photo ID and marital status) and Richard Smith

4 _____ ("SELLER") (name(s)
 5 as reflected on deed or government-issued photo ID and marital status), which terms may be singular or plural
 6 and include the successors, personal representatives and assigns of BUYER and SELLER, hereby agree that
 7 SELLER will sell and BUYER will buy the following described property with all improvements ("the Property"),
 8 upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that
 9 which is added will supersede that which is printed or marked.

10 **PROPERTY DESCRIPTION:**

11 (a) Street address, city, zip code: 1234 Happy Lane, Jacksonville, FL 32207
 12 (b) The Property is located in Duval County, Florida. Property Tax ID No: 123456-0000
 13 (c) Legal description of the Real Property (if lengthy, attach legal description): _____
 14 (look on coj.net / pa for full legal description)
 15 _____

16 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or
 17 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current
 18 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do
 19 not adversely affect marketable title. **Under Florida law, financing of the BUYER's principal residence**
 20 **requires BUYER and BUYER's spouse to sign the mortgage(s). Under Florida law, the sale of a principal**
 21 **residence requires SELLER's spouse to sign the deed even if the spouse's name is not on SELLER's**
 22 **present deed.**

23 1. **PURCHASE PRICE** to be paid by BUYER is payable as follows:

- | | | |
|---|----------------------|---|
| 24 (A) Binder deposit paid herewith, which will remain a binder until closing | \$ <u>0</u> | ← if you collect a binder before you send out the offer |
| 25 unless sooner disbursed according to the provisions of this Agreement | | |
| 26 (B) Binder deposit due within <u>3</u> days after date of acceptance of this | \$ <u>2,000.00</u> | ← at least 1% of PP |
| 27 Agreement | | |
| 28 (C) Additional binder deposit due on or before _____ or | \$ <u>0</u> | |
| 29 _____ days after date of acceptance of this Agreement | | |
| 30 (D) Balance due at closing (not including BUYER's closing costs, prepaid | \$ <u>18,000.00</u> | ← down payment minus binder |
| 31 items or prorations) by wire transfer or, if allowed by settlement agent, | | |
| 32 by cashier's or official check drawn on a United States banking institution | | |
| 33 (E) Proceeds of a note and mortgage to be executed by BUYER to any | \$ <u>180,000.00</u> | ← purchase price minus down payment |
| 34 lender other than SELLER (base loan amount excluding FHA MIP, | | |
| 35 funding fees or financed closing costs) | | |
| 36 (F) Seller financing by note and mortgage executed by BUYER to SELLER | \$ <u>0</u> | |
| 37 (requires use of Seller Financing Addendum) | | |
| 38 (G) PURCHASE PRICE | \$ <u>200,000</u> | |

39 **Binder deposit(s) to be held by:**

40 Name: _____
 41 Address: (Only fill out if you have already collected
 42 Phone: the binder + put in _____ Fax: _____
 43 E-mail: escrow. This can be filled in later.)

44 **Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder**
 45 **deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced**
 46 **in paragraph 12(A) hereof are not available.**

47 2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

- 48 cash transaction
- 49 loan without financing contingency ← don't do this
- 50 loan as marked below with financing contingency. Loan Approval is is not conditioned upon the
- 51 closing of the sale of other real property owned by BUYER. If neither box is marked then Loan Approval
- 52 is not conditioned upon the closing of the sale of other real property owned by BUYER.

53 (A) **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the

54 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to

55 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has

56 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal

57 Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth

58 the appraised value of the Property of not less than \$ purchase price The PURCHASER shall

59 have the privilege and option of proceeding with consummation of this contract without regard to the

60 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum

61 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the

62 value or the condition of the Property. The PURCHASER should satisfy himself/herself that the price

63 and condition of the Property are acceptable."

64 **If Purchase Price changes, the dollar amount referenced in line 58 should be changed to reflect**

65 **the new Purchase Price.**

66 (B) **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER

67 shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the

68 purchase of the Property described herein, if this Agreement purchase price or cost exceeds the

69 reasonable value of the Property established by the Veterans Administration. The BUYER shall,

70 however, have the privilege and option of proceeding with the consummation of this Agreement without

71 regard to the amount of reasonable value established by the VA.

72 (C) **CONVENTIONAL OR USDA FINANCING:** If BUYER's financing is conventional or USDA, it is

73 expressly agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur

74 penalty by forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property

75 described herein if the purchase price exceeds the appraised value of the Property as established by

76 the lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation

77 of this Agreement without regard to the amount of said appraised value. This contingency shall expire

78 5 days after expiration of the Loan Approval Period.

79 (D) **OTHER FINANCING:** **SELLER FINANCING** **MORTGAGE ASSUMPTION.** If marked, see

80 applicable Addendum attached hereto and made a part hereof.

81 **APPLICATION:** Within 5 days (5 days if left blank) after date of acceptance of this Agreement,

82 BUYER will complete the application process for mortgage loan(s) and pay lender for credit report(s).

83 BUYER will timely furnish any and all credit, employment, financial, and other information required by

84 lender, and make a continuing and diligent effort to obtain loan approval. **BUYER will pay for the**

85 **appraisal at the earliest date allowed by law and will instruct the lender to order the appraisal**

86 **within 3 days after time of such payment; otherwise, BUYER is in default.** BUYER hereby

87 authorizes BUYER's lender to disclose information regarding the status, progress and conditions of

88 loan application and loan approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and

89 the closing attorney/settlement agent. **BUYER and SELLER hereby further authorize BUYER's**

90 **lender and the closing attorney/settlement agent to provide a copy of the combined settlement**

91 **statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction**

92 **when provided to BUYER and SELLER, both before and at closing (consummation).**

93 Unless the mortgage loan is approved within 45 days (45 days if left blank) after date of

94 acceptance of this Agreement, hereinafter called the Loan Approval Period, without contingencies

95 other than lender-required repairs/replacements/treatments, marketable title and survey, **BUYER shall**

96 **have 5 days thereafter to terminate this Agreement by written notice to the SELLER, or be**

97 **deemed to have waived the financing contingency.**

98 If BUYER does not terminate this Agreement within said 5 day period neither BUYER nor SELLER shall

99 have a right to terminate this Agreement under this paragraph, the binder deposit shall not be

100 refundable because of BUYER's failure to obtain financing, and this Agreement shall continue through

101 the date of closing.

102 3. **TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION):**

103 (A) If title evidence and survey, as specified below, show SELLER is vested with marketable title,

104 including legal access, the transaction will be closed and the deed and other closing papers delivered

105 on or before ask lender days (15 days if left blank) after the Loan Approval Period,

106 _____ (specific date), or 45 days after date of acceptance of this Agreement,

107 **unless extended by other conditions of this Agreement.**

if you have a specific da
number of days

108 Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and
109 subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes,
110 zoning ordinances, covenants, restrictions and easements of record which do not adversely affect
111 marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take
112 or allow any action to be taken that alters or changes the status of title to the Property.

113 (B) **Extension of Date of Closing:** If closing cannot occur by the date of closing due to Truth In Lending
114 Act (TILA) or Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing
115 shall be extended for the period necessary to satisfy TILA or CFPB delivery requirements, not to
116 exceed 10 days. If extreme weather or other condition or event constituting acts of God causes (i)
117 disruption of services essential to the closing process or (ii) unavailability of hazard, flood or wind
118 insurance prior to closing, the date of closing will be extended for up to 5 days after restoration of
119 services essential to the closing process and availability of applicable insurance. If (i) or (ii) continues
120 for more than 30 days beyond the date of closing, BUYER or SELLER may terminate this Agreement
121 by delivering written notice to the other party.

122 If title evidence or survey reveals any defects which render the title unmarketable, or if the Property is
123 not in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days
124 from receipt of title commitment, survey or written evidence of any permitting/regulatory issue to notify
125 SELLER of such defects. SELLER agrees to use reasonable diligence to cure such defects at
126 SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within
127 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than
128 the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and
129 other monetary encumbrances unless otherwise agreed in writing. If SELLER is unable to convey
130 marketable title, or to cure permitting/regulatory compliance issues, BUYER will have the right to
131 terminate this Agreement, or to accept the Property as SELLER is able to convey, and to close this
132 transaction upon the terms stated herein, which election will be exercised within 10 days after BUYER's
133 receipt of SELLER's written notice of SELLER's inability to cure.

134 4. **TITLE EVIDENCE / MUNICIPAL LIEN SEARCH:**

135 (A) **TITLE EVIDENCE:** At least 15 days before date of closing (10 days if left blank), the party paying
136 for the title insurance shall cause the title agent to issue a title insurance commitment for an owner's
137 policy in the amount of the Purchase Price and a title insurance commitment for a mortgage policy in the
138 amount of BUYER's loan(s) if BUYER is financing the purchase. Any expense of curing title defects
139 such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER.

140 (B) **MUNICIPAL LIEN SEARCH:** If a municipal lien search is required in this Agreement, at least
141 15 days before date of closing (10 days if left blank), the party paying for this search shall
142 obtain and provide to the closing attorney/settlement agent a municipal lien search.

143 5. **SURVEY:** At least _____ days before date of closing (10 days if left blank), the party paying for the survey
144 shall cause to be delivered to the closing attorney/settlement agent: a new staked survey of the Property
145 dated within (3) months of date of closing showing all improvements, certified to BUYER, SELLER, lender,
146 and the title insurer in compliance with Florida law; or a copy of a previously made survey of the
147 Property showing all existing improvements and sufficient to allow removal of the survey exceptions from
148 the title insurance commitment. No survey is required. *No survey for condo*
149 **If a surveyor's flood elevation certificate is required, BUYER shall pay for it.**

150 6. **CASUALTY LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, SELLER
151 shall immediately notify BUYER in writing. If the cost of repair or restoration does not exceed 3% of the
152 Purchase Price, cost of restoration will be an obligation of SELLER and closing will proceed pursuant to the
153 terms of this Agreement. If the cost of repair or restoration exceeds 3% of the Purchase Price, BUYER may
154 terminate this Agreement by giving written notice to SELLER within 10 days after BUYER's receipt of
155 written notice from SELLER of the casualty. If BUYER has not so terminated, SELLER shall have 30 days
156 from the end of said 10 day period to complete the repairs in accordance with the conditions required by
157 paragraph 14 and all applicable laws. Closing shall occur within 20 days thereafter but not sooner than the
158 date of closing as set forth in paragraph 3.

159 If BUYER has not terminated as above, and the cost of repair or restoration exceeds said 3% and SELLER
160 declines to pay the excess, then SELLER must notify BUYER in writing of same within 15 days after the
161 casualty. In this event, BUYER may either purchase the Property as is, together with any insurance
162 proceeds payable by virtue of such casualty (to be assigned by SELLER to BUYER upon closing) plus an
163 amount equal to SELLER's deductible, or BUYER may terminate this Agreement. BUYER shall have 5
164 days after receipt of SELLER's written notice of refusal to pay the excess costs to terminate this
165 Agreement, or be deemed to have elected to proceed with this transaction.

166 7. **PRORATIONS:** All taxes, rents, condominium and homeowners' association fees, solid waste
167 collection/disposal fees, stormwater fees, and Community Development District (CDD) fees will be prorated
168 through day before closing based on the most recent information available to the closing
169 attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall
170 belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party
171 upon receipt of the actual bill based on the maximum discount available.

172 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT
173 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED
174 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
175 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN
176 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
177 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

178 8. **BUYER WILL PAY:**

179 (A) CLOSING COSTS: *Cash*

- | | |
|---|---|
| 180 <input checked="" type="checkbox"/> Recording fees | <input type="checkbox"/> One year home warranty _____ |
| 181 <input type="checkbox"/> Intangible tax | <input type="checkbox"/> VA funding fee |
| 182 <input type="checkbox"/> Note stamps | <input type="checkbox"/> Mortgage insurance premium |
| 183 <input type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 184 <input type="checkbox"/> Title insurance endorsements | <input type="checkbox"/> Survey |
| 185 <input type="checkbox"/> Lender's flood certification fees | <input type="checkbox"/> Closing attorney/settlement fee |
| 186 <input type="checkbox"/> Mortgage origination charges | <input checked="" type="checkbox"/> BUYER's courier fees |
| 187 <input type="checkbox"/> Appraisal fee | <input type="checkbox"/> Title search |
| 188 <input type="checkbox"/> Credit report (s) | <input type="checkbox"/> Municipal lien search |
| 189 <input checked="" type="checkbox"/> Inspection and reinspection fees | <input type="checkbox"/> Real estate brokerage fee \$ _____ |
| 190 <input checked="" type="checkbox"/> Tax service fee (FHA BUYER may pay) | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 191 <input type="checkbox"/> Wood-destroying organism report (VA BUYER may pay) | |
| 192 <input type="checkbox"/> Other _____ | |

193 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by
194 law or regulation.

195 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a
196 lender's condominium questionnaire fees, and capital contributions, if required.

197 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance
198 premiums if required by the lender.

199 9. **SELLER WILL PAY:**

200 (A) CLOSING COSTS:

- | | |
|--|--|
| 201 <input checked="" type="checkbox"/> Deed stamps | <input type="checkbox"/> One year home warranty _____ |
| 202 <input checked="" type="checkbox"/> Owner's title insurance policy | <input checked="" type="checkbox"/> Real estate brokerage fee(s) |
| 203 <input checked="" type="checkbox"/> Title search | <input type="checkbox"/> Title insurance endorsements |
| 204 <input checked="" type="checkbox"/> Closing attorney/Settlement fee | <input type="checkbox"/> Lender's flood certification fees |
| 205 <input checked="" type="checkbox"/> Survey | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 206 <input checked="" type="checkbox"/> Satisfaction of mortgage and recording fee | <input type="checkbox"/> Appraisal fee |
| 207 <input checked="" type="checkbox"/> SELLER's courier fees | |
| 208 <input type="checkbox"/> Other _____ | |

210 (B) Condominium and homeowners' association estoppel/statement fees, payable upon request by the
211 closing attorney/settlement agent.

212 (C) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is
213 prohibited from paying by law or regulation.

214 (D) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's
215 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**
216 **8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D). This amount will include all VA non-
217 allowables not specified to be paid by SELLER.

218 (E) All mortgage payments, condominium and homeowners association fees and assessments, CDD fees
219 and government special assessments due and payable shall be paid current at SELLER's expense at
220 the time of closing.

221 (F) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by
222 a public body that are certified, confirmed and ratified before the date of closing not payable in

166 7. **PRORATIONS:** All taxes, rents, condominium and homeowners' association fees, solid waste
167 collection/disposal fees, stormwater fees, and Community Development District (CDD) fees will be prorated
168 through day before closing based on the most recent information available to the closing
169 attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall
170 belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party
171 upon receipt of the actual bill based on the maximum discount available.

172 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT
173 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED
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176 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
177 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

178 8. **BUYER WILL PAY:**

179 (A) CLOSING COSTS:

- 180 Recording fees *VA* One year home warranty _____
181 Intangible tax VA funding fee
182 Note stamps Mortgage insurance premium
183 Simultaneous mortgagee title insurance policy Mortgage discount not to exceed _____
184 Title insurance endorsements Survey
185 Lender's flood certification fees Closing attorney/settlement fee
186 Mortgage origination charges BUYER's courier fees
187 Appraisal fee Title search
188 Credit report (s) Municipal lien search
189 Inspection and reinspection fees Real estate brokerage fee \$ _____
190 Tax service fee (FHA BUYER may pay) Mortgage transfer and assumption charges
191 Wood-destroying organism report (VA BUYER may pay)
192 Other _____

193 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by
194 law or regulation.

195 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a
196 lender's condominium questionnaire fees, and capital contributions, if required.

197 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance
198 premiums if required by the lender.

199 9. **SELLER WILL PAY:**

200 (A) CLOSING COSTS:

- 201 Deed stamps One year home warranty _____
202 Owner's title insurance policy Real estate brokerage fee(s)
203 Title search Title insurance endorsements
204 Closing attorney/Settlement fee Lender's flood certification fees
205 Survey Mortgage discount not to exceed _____
206 Satisfaction of mortgage and recording fee Appraisal fee
207 SELLER's courier fees
208 Other *Optional* _____
209

210 (B) Condominium and homeowners' association estoppel/statement fees, payable upon request by the
211 closing attorney/settlement agent.

212 (C) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is
213 prohibited from paying by law or regulation.

214 (D) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's
215 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**
216 **8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D). This amount will include all VA non-
217 allowables not specified to be paid by SELLER.

218 (E) All mortgage payments, condominium and homeowners association fees and assessments, CDD fees
219 and government special assessments due and payable shall be paid current at SELLER's expense at
220 the time of closing.

221 (F) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by
222 a public body that are certified, confirmed and ratified before the date of closing not payable in

166 7. **PRORATIONS:** All taxes, rents, condominium and homeowners' association fees, solid waste
167 collection/disposal fees, stormwater fees, and Community Development District (CDD) fees will be prorated
168 through day before closing based on the most recent information available to the closing
169 attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall
170 belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party
171 upon receipt of the actual bill based on the maximum discount available.

172 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT
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176 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
177 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

178 8. **BUYER WILL PAY:**

Conventional

179 (A) CLOSING COSTS:

- | | |
|--|---|
| 180 <input checked="" type="checkbox"/> Recording fees | <input type="checkbox"/> One year home warranty _____ |
| 181 <input checked="" type="checkbox"/> Intangible tax | <input type="checkbox"/> VA funding fee |
| 182 <input checked="" type="checkbox"/> Note stamps | <input type="checkbox"/> Mortgage insurance premium |
| 183 <input checked="" type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 184 <input type="checkbox"/> Title insurance endorsements | <input type="checkbox"/> Survey |
| 185 <input checked="" type="checkbox"/> Lender's flood certification fees | <input type="checkbox"/> Closing attorney/settlement fee |
| 186 <input checked="" type="checkbox"/> Mortgage origination charges | <input checked="" type="checkbox"/> BUYER's courier fees |
| 187 <input checked="" type="checkbox"/> Appraisal fee | <input type="checkbox"/> Title search |
| 188 <input checked="" type="checkbox"/> Credit report (s) | <input type="checkbox"/> Municipal lien search |
| 189 <input checked="" type="checkbox"/> Inspection and reinspection fees | <input type="checkbox"/> Real estate brokerage fee \$ _____ |
| 190 <input checked="" type="checkbox"/> Tax service fee (FHA BUYER may pay) | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 191 <input checked="" type="checkbox"/> Wood-destroying organism report (VA BUYER may pay) | |
| 192 <input type="checkbox"/> Other _____ | |

Optional

193 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by
194 law or regulation.

195 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a
196 lender's condominium questionnaire fees, and capital contributions, if required.

197 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance
198 premiums if required by the lender.

199 9. **SELLER WILL PAY:**

200 (A) CLOSING COSTS:

- | | |
|--|--|
| 201 <input checked="" type="checkbox"/> Deed stamps | <input type="checkbox"/> One year home warranty _____ |
| 202 <input checked="" type="checkbox"/> Owner's title insurance policy | <input type="checkbox"/> Real estate brokerage fee(s) |
| 203 <input checked="" type="checkbox"/> Title search | <input type="checkbox"/> Title insurance endorsements |
| 204 <input checked="" type="checkbox"/> Closing attorney/Settlement fee | <input type="checkbox"/> Lender's flood certification fees |
| 205 <input checked="" type="checkbox"/> Survey | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 206 <input checked="" type="checkbox"/> Satisfaction of mortgage and recording fee | <input type="checkbox"/> Appraisal fee |
| 207 <input checked="" type="checkbox"/> SELLER's courier fees | |
| 208 <input type="checkbox"/> Other _____ | |

Optional

Optional

210 (B) Condominium and homeowners' association estoppel/statement fees, payable upon request by the
211 closing attorney/settlement agent.

212 (C) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is
213 prohibited from paying by law or regulation.

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215 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**
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219 and government special assessments due and payable shall be paid current at SELLER's expense at
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169 attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall
170 belong to BUYER. Any proration based on an estimate shall be re-prorated at the request of either party
171 upon receipt of the actual bill based on the maximum discount available.

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177 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

← Remind buyers of this

178 8. **BUYER WILL PAY:**

FHA

179 (A) CLOSING COSTS:

- | | |
|--|---|
| 180 <input checked="" type="checkbox"/> Recording fees | <input type="checkbox"/> One year home warranty _____ |
| 181 <input checked="" type="checkbox"/> Intangible tax | <input type="checkbox"/> VA funding fee |
| 182 <input checked="" type="checkbox"/> Note stamps | <input checked="" type="checkbox"/> Mortgage insurance premium |
| 183 <input checked="" type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 184 <input checked="" type="checkbox"/> Title insurance endorsements | <input type="checkbox"/> Survey |
| 185 <input checked="" type="checkbox"/> Lender's flood certification fees | <input type="checkbox"/> Closing attorney/settlement fee |
| 186 <input checked="" type="checkbox"/> Mortgage origination charges | <input checked="" type="checkbox"/> BUYER's courier fees |
| 187 <input checked="" type="checkbox"/> Appraisal fee | <input type="checkbox"/> Title search |
| 188 <input checked="" type="checkbox"/> Credit report (s) | <input type="checkbox"/> Municipal lien search |
| 189 <input checked="" type="checkbox"/> Inspection and reinspection fees | <input type="checkbox"/> Real estate brokerage fee \$ _____ |
| 190 <input checked="" type="checkbox"/> Tax service fee (FHA BUYER may pay) | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 191 <input checked="" type="checkbox"/> Wood-destroying organism report (VA BUYER may pay) | |
| 192 <input type="checkbox"/> Other _____ | |

193 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by
194 law or regulation.

195 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a
196 lender's condominium questionnaire fees, and capital contributions, if required.

197 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance
198 premiums if required by the lender.

199 9. **SELLER WILL PAY:**

200 (A) CLOSING COSTS:

- | | |
|--|--|
| 201 <input checked="" type="checkbox"/> Deed stamps | <input type="checkbox"/> One year home warranty _____ |
| 202 <input checked="" type="checkbox"/> Owner's title insurance policy | <input checked="" type="checkbox"/> Real estate brokerage fee(s) |
| 203 <input checked="" type="checkbox"/> Title search | <input type="checkbox"/> Title insurance endorsements |
| 204 <input checked="" type="checkbox"/> Closing attorney/Settlement fee | <input type="checkbox"/> Lender's flood certification fees |
| 205 <input checked="" type="checkbox"/> Survey | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 206 <input checked="" type="checkbox"/> Satisfaction of mortgage and recording fee | <input type="checkbox"/> Appraisal fee |
| 207 <input checked="" type="checkbox"/> SELLER's courier fees | |
| 208 <input type="checkbox"/> Other | |

Optional

optional: ~~add~~, seller to pay up to (2 1/2-3%) buyer's closing costs and pre-paids, expand on home warranty

210 (B) Condominium and homeowners' association estoppel/statement fees, payable upon request by the
211 closing attorney/settlement agent.

212 (C) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is
213 prohibited from paying by law or regulation.

214 (D) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's
215 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**
216 **8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D). This amount will include all VA non-
217 allowables not specified to be paid by SELLER.

218 (E) All mortgage payments, condominium and homeowners association fees and assessments, CDD fees
219 and government special assessments due and payable shall be paid current at SELLER's expense at
220 the time of closing.

221 (F) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by
222 a public body that are certified, confirmed and ratified before the date of closing not payable in

223 installments; and (ii) the amount of the public body's most recent estimate or assessment for an
224 improvement which is substantially completed as of date of acceptance of this Agreement but that has
225 not resulted in a lien being imposed on the Property before closing. "Public body" does not include a
226 condominium or homeowners' association or CDD.

227 If public body special assessments may be paid in installments (MARK ONE)

228 BUYER shall pay installments due after date of closing.

229 SELLER will pay the assessment in full prior to or at the time of closing.

230 **IF NEITHER BOX IS MARKED BUYER SHALL PAY INSTALLMENTS DUE AFTER THE DATE OF**
231 **CLOSING. This paragraph 9(F) shall not apply to liens imposed by a Community Development**
232 **District created by Florida Statute 190. The special benefit tax assessment imposed by a**
233 **Community Development District shall be treated as an ad valorem tax.**

234 **10. DEFAULT:**

235 (A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after
236 deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees
237 which shall be BUYER's sole responsibility), will be retained by SELLER as agreed upon liquidated
238 damages, consideration for the execution of this Agreement, and in full settlement of any claims.
239 BUYER and SELLER will then be relieved of all obligations to each other under this Agreement except
240 for BUYER's responsibility for damages caused during inspections as described in paragraph 14.

241 (B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii) elect
242 to receive the return of BUYER's binder deposit(s) without thereby waiving any action for damages
243 resulting from SELLER's default.

244 (C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms
245 of the listing agreement.

246 **11. NON-DEFAULT PAYMENT OF EXPENSES:**

247 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,
248 whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with
249 costs deducted from the binder deposit(s), and the remainder of the binder deposit(s) shall be returned
250 to BUYER. This will include but not be limited to the transaction not closing because BUYER does not
251 obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to
252 terminate under any contingency in this Agreement; however, if Buyer elects to terminate this
253 Agreement pursuant to paragraphs 2(A), 2(B), 2(C) or 14, each party will be responsible for all loan and
254 sale processing costs specified to be paid by that party, except all inspections, including WDO Report,
255 which shall be paid by BUYER.

256 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,
257 whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and
258 BUYER will be entitled to the return of the binder deposit(s). This will include the transaction not closing
259 because SELLER elects not to pay for the amount in excess of the amounts in paragraph 6 with
260 respect to casualty, loss or damage, or because SELLER cannot deliver marketable title, or is unable to
261 cure permitting/regulatory compliance issues, but shall not include failure to appraise or termination
262 pursuant to paragraph 14.

263 **12. BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

264 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the
265 holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to
266 determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be
267 deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the
268 broker holding the binder deposit(s) may request the issuance of an Escrow Disbursement Order from
269 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby,
270 and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's fees
271 and damages upon disbursement in accordance therewith.

272 (B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or
273 relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and
274 Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by
275 jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly
276 or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their
277 own costs and attorney's fees except for interpleader's attorney's fees and costs, which shall be
278 payable as set forth in paragraph 12(A).

279 13. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has the legal authority and
280 capacity to convey the Property, and that no other person or entity has an ownership interest in the Property.
281 SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property
282 other than those which BUYER can readily observe **except:** _____
283 _____
284 _____

285 SELLER further represents that the Property is not now and will not be prior to the date of closing subject to
286 a municipal or county code enforcement proceeding and that no citation has been issued **except:**
287 _____
288 _____

289 If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall
290 comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes,
291 SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding
292 unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental
293 entity as to uncorrected building, environmental or safety code violations, and SELLER has no knowledge
294 of any repairs or improvements made to the Property not then in compliance with governmental
295 regulations/permitting **except:** _____
296 _____

- 297 (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the BUYER
298 of real property with a building for occupancy located thereon may have the building's energy-efficiency
299 rating determined. BUYER acknowledges receipt of the Florida energy efficiency rating information
300 brochure prepared by the State of Florida at the time of or prior to BUYER signing this Agreement.
- 301 (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has
302 accumulated in a building in sufficient quantities, may present health risks to persons who are exposed
303 to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in
304 Florida. Additional information regarding radon testing may be obtained from your county health unit.
- 305 (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies whether
306 flood insurance is required and what restrictions apply to improving the Property and rebuilding in the
307 event of casualty.
- 308 (D) **Community Development District:** The Property may be in a Community Development District
309 (CDD). See BUYER'S Community Development District Acknowledgement for further information.
- 310 (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause
311 health problems and damage to the Property.
- 312 (F) **Defective Drywall:** The presence of Defective Drywall in a home may cause health problems and
313 damage to the Property.
- 314 (G) **Airport Notice Zones:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER
315 and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.
- 316 (H) **Historic Districts:** BUYER is advised to verify with appropriate government agencies whether the
317 Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions.
318 See Historic District Disclosure for further information.
- 319 (I) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood
320 crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of the
321 Property.

322 14. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition
323 until closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments.
324 BUYER and SELLER agree that the cost of inspections and investigations requested by BUYER are exempt
325 from paragraph 11 of this Agreement and will be paid by BUYER regardless of the outcome of this
326 Agreement. If BUYER elects not to have inspections and investigations performed, or fails to make a timely
327 request for repairs/replacements/treatments as set forth in this paragraph 14, BUYER accepts the Property
328 in its "AS IS" condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair
329 of all damages to the Property resulting from inspections and investigations, and BUYER will return the
330 Property to its pre-inspection condition. These obligations shall survive termination of this Agreement.

- 331 (A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations during
332 the time provided for inspections and investigations in this paragraph and, if not, the time for inspections
333 and investigations will be extended by the time access was denied. If utilities are not active at the time
334 the inspections, investigations or appraisal are to be made, SELLER will pay to have the utilities
335 activated for these purposes.

336 Within 10 days after the date of acceptance of this Agreement ("Inspection Period"), BUYER may have
337 the Property inspected and investigated by appropriately licensed inspectors or persons/entities holding
338 a Florida license to build, repair or maintain the items inspected. BUYER and BUYER'S Broker have the
339 right to be present during all inspections and investigations. The inspections and investigations include,
340 but are not limited to:

- 341 (1) testing and inspecting all major appliances, heating, cooling, mechanical, electrical and plumbing
342 systems, well and septic (including drain field systems), the roof, pool and pool equipment, defective
343 drywall, defective flooring, mold, drainage, radon gas and environmental and sinkhole conditions;
344 (2) inspecting for active infestation and/or damage from termites and other wood-destroying organisms;
345 and
346 (3) verifying that condominium/homeowner's association insurance is satisfactory to BUYER's lender,
347 verifying square footage measurements, and reviewing applicable zoning and historic classifications,
348 covenants, restrictions, easements, rules, and other governing documents affecting the Property.

349 If BUYER determines, in BUYER's **sole discretion**, that the Property is not acceptable to BUYER,
350 BUYER may prior to the expiration of the Inspection Period:

- 351 • terminate this Agreement by delivering written notice of such election to SELLER together with a
352 copy of all written reports, if any, of inspections and investigations if such reports are requested by
353 SELLER; or
354 • submit BUYER's written request to SELLER for repairs/replacements/treatments, together with a copy
355 of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have 7**
356 **days from SELLER's receipt of such request within which to enter into a written agreement for**
357 **repairs/replacements/treatments, failing which this Agreement shall be deemed terminated.**

358 If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released
359 from all further obligations under this Agreement except as otherwise provided in this paragraph 14.
360 Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid
361 receipts for all investigations and inspections, if any.

362 BUYER shall be responsible for prompt payment for all of BUYER's inspections and investigations.
363 BUYER agrees to indemnify and hold SELLER harmless from all losses, damages, claims, suits, and
364 costs which may arise out of any contract, agreement, or injury to any person or property as a result of
365 any activities of BUYER and BUYER's agents and representatives relating to inspections and
366 investigations except for any losses, damages, claims, suits, or costs arising out of pre-existing
367 conditions of the Property or out of SELLER's negligence, willful acts or omissions.

368 SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately
369 licensed persons within 10 days of entering into a written agreement for such with BUYER and receipt
370 by SELLER of written notice of BUYER's loan approval, if applicable. SELLER shall notify BUYER in
371 writing upon completion of all agreed upon repairs/replacements/treatments and provide BUYER with
372 copies of all receipts for same at that time. BUYER may, within 3 days after receipt of SELLER's written
373 notice and delivery of such receipts, reinspect the Property solely to verify that SELLER has completed
374 the agreed upon repairs/replacements/treatments. No other repair/replacement/treatment issues may be
375 raised as a result of this reinspection.

376 Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER has
377 maintained the Property in the condition required in this Agreement.

378 (B) **Broker's Notice**: Neither the Listing Broker nor Selling Broker warrants the condition, size or square
379 footage of the Property, and neither is liable to BUYER or SELLER in any manner whatsoever for any
380 losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and
381 hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs
382 arising out of or occurring with respect to the condition, size or square footage of the Property. Brokers
383 shall not be liable for the performance by any provider of services or products recommended by Brokers.
384 Such **recommendations** are made as a courtesy. BUYER and SELLER may select their own providers
385 of services or products.

386 (C) **BUYER's Responsibility**: Repairs, replacements and treatments to the Property after date of closing or
387 BUYER's possession, whichever occurs first, will be BUYER's responsibility unless otherwise agreed in
388 writing.

389 15. **POSSESSION:**

390 BUYER will be given possession at closing

391 BUYER will be given possession within ___ days after closing at no rental cost to SELLER.

392 If neither box is marked then BUYER will be given possession at closing.

393 If possession is to be delivered before or after closing, the BUYER and SELLER shall execute a
394 separate possession agreement prepared by legal counsel at possessor's expense at least 5 days before
395 closing on terms reasonably acceptable to BUYER and SELLER.

396 SELLER shall sweep the Property clean and remove all personal property not included in sale by time of
397 BUYER's possession.

398 SELLER represents that there are no parties in possession other than SELLER.

399 BUYER understands that the Property is available for rent or rented and the tenant may continue in
400 possession following closing unless otherwise agreed in writing between the landlord and tenant. Within 5
401 days after date of acceptance of this Agreement, SELLER shall provide BUYER with a copy of all current
402 leases and rent rolls for the Property and deliver to BUYER originals of same at closing. At closing, all
403 tenant deposits will be transferred from SELLER to BUYER, and any leases shall be deemed to have been
404 assigned by SELLER to BUYER. This Agreement shall be deemed an assignment of any leases upon
405 closing, and the obligations thereunder assumed by BUYER.

406 16. **PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the
407 date of the initial offer, are included in the Purchase Price: range/oven, cooktop, dishwasher, disposal,
408 ceiling fans, intercom, audio/visual system wiring, solar panels, light fixtures and bulbs, smoke detector(s),
409 bathroom mirrors, drapery hardware, all window treatments, garage door opener and controls, security gate
410 and other access devices, mailbox and mailbox key, if applicable; fence, plants and shrubbery, as now
411 installed on the Property, and those additional items checked below (to which no value has been assigned).

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> Refrigerator(s) | <input checked="" type="checkbox"/> Microwave Oven | <input checked="" type="checkbox"/> Pool fence/barrier | <input checked="" type="checkbox"/> Mounted/installed speakers |
| <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Window/wall a/c | <input checked="" type="checkbox"/> Pool Sweep | <input checked="" type="checkbox"/> Water softener/treatment system |
| <input checked="" type="checkbox"/> Dryer | <input type="checkbox"/> Built-in Generator | <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Storm shutters and panels |
| <input type="checkbox"/> Gas logs | <input type="checkbox"/> Wine cooler | <input checked="" type="checkbox"/> Storage Shed | <input type="checkbox"/> Spa or hot tub with heater |
| <input type="checkbox"/> Trash Compactor | | | |
| <input type="checkbox"/> Other (specify): _____ | | | |

418

419

420 Items specifically excluded from this Agreement:

421

422

423

424 17. **ADDENDA/RIDERS/DISCLOSURES:**

425 If marked the following are attached hereto and made a part of this Agreement:

- 426 Seller's Property Disclosure
- 427 Condominium Rider
- 428 Homeowners' Association/Community Disclosure Addendum
- 429 Lead-Based Paint Disclosure For Residential Sales Addendum (for pre-1978 homes)
- 430 Continued Marketing Addendum
- 431 Coastal Construction Control Line Disclosure Addendum
- 432 Short Sale Addendum
- 433 USDA Financing Addendum
- 434 For Your Protection: Get a Home Inspection (for FHA Financing)
- 435 Counter Offer Addendum (To accept a counter offer, BUYER and SELLER must sign both this Agreement
436 and the Counter Offer Addendum.)
- 437 Other (Specify here) Hold Harmless Addendum

438 **ADDITIONAL TERMS AND CONDITIONS:** _____

439

440 Where you reference type of FHA loan or if it's

441

442 a renovation loan etc.

443

444

445

446

449 18. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge
 450 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree
 451 that the terms of this Agreement constitute the entire agreement between them and that they have not
 452 received or relied on any representations by Brokers or any material regarding the Property including, but
 453 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements
 454 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.
 455 Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be
 456 bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be
 457 executed and/or transmitted by electronic media, including facsimile and email. Headings are for reference
 458 only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes
 459 invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement
 460 nor any memorandum hereof will be recorded in any public records. For emphasis, some provisions have
 461 been bolded and or capitalized, but every provision in this Agreement is significant and should be reviewed
 462 and understood. No provision should be ignored or disregarded because it is not in bold or otherwise
 463 emphasized in some manner.

464 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith
 465 with the other. Notice to the Broker for a party shall be deemed notice to that party. All assignable repair
 466 and treatment contracts and warranties are deemed assigned by SELLER to BUYER at closing unless
 467 otherwise stated herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's
 468 expense, if any.

469 19. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** As used in this Agreement, "days" means calendar
 470 days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday or
 471 federal holiday shall extend to the next day which is not a Saturday, Sunday or federal holiday. All
 472 references to a date other than the date of acceptance shall end at 7:00 p.m. Eastern Time (ET).

473 20. **BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any
 474 other agreements with real estate brokers other than those named below with regard to the Property.
 475 BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new
 476 owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees
 477 licensed to sell real property in the State of Florida.

478 21. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest
 479 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any
 480 interest earned as the cost associated with maintenance of said escrow.

481 22. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective Social
 482 Security or Tax I.D. number to closing attorney/settlement agent upon request.

483 23. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal
 484 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and
 485 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall
 486 not incur any costs, fees or liability as a result of or in connection with the exchange.

487 24. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain
 488 mortgage payoff letters (including from foreclosure attorneys) and homeowner's and condominium
 489 association status letters on behalf of SELLER.

490 25. **FIRPTA TAX WITHHOLDING:** If any SELLER is a "foreign person" as defined by the Foreign Investment in
 491 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to
 492 provide additional funds at closing. **SELLER agrees to disclose to the closing attorney/settlement
 493 agent at least 10 days before closing if any SELLER is not a U.S. citizen or resident alien.**

494 26. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED
 495 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING BY FAX AND
 496 ELECTRONICALLY) ON OR BEFORE 10:01 A.M. P.M. fill in (DATE), THIS OFFER WILL
 497 TERMINATE. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE 24 HOURS
 498 (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS DELIVERED.

Ask listing agent how soon
 is reasonable. or give 2 days.

499 27. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this
500 Agreement is last executed by BUYER and SELLER and the fact of execution is communicated to the other
501 party in writing.

502 **If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

503	<u>Thomas R. Jones</u> (Stretch dotloop box so date is here)	
504	BUYER DATE	SELLER DATE
505	<u>Susan Jones</u> (Stretch signature field so date appears)	
506	BUYER DATE	SELLER DATE
507		
508	BUYER DATE	SELLER DATE
509		
510	BUYER DATE	SELLER DATE

511 Mark if any SELLER is not a U.S. Citizen or resident alien.

512 Broker, by signature below, acknowledges receipt of \$ _____ cash check as the
513 binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending
514 disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the
515 terms of this Agreement.

516 _____
517 Company By Title

END OF PURCHASE AND SALE AGREEMENT

518 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph**
519 **12 above.**

520	<u>SVR Realty LLC</u>	
521	Firm Name of Selling Broker	Firm Name of Listing Broker
522	<u>BK 312117</u>	
523	Broker's State License ID (BK Real Estate Number)	Broker's State License ID (BK Real Estate Number)
524	<u>607-745-0364</u>	
525	Phone for Selling Broker	Phone for Listing Broker
526	<u>6015 E. Morrow St. Ste. 209</u>	
527	Selling Broker Office Address	Listing Broker Office Address
528	<u>Jacksonville, FL 32217</u>	
529	Selling Broker City, State, Zip Code	Listing Broker City, State, Zip Code
530	By: <u>Your Signature</u>	By: _____
531	Authorized Licensee Signature	Authorized Licensee Signature
532	<u>Your Name</u>	
533	Printed Name of Licensee	Printed Name of Licensee
534	<u>awesomeagent@urock.com</u>	
535	Email Address	Email Address
536	<u>Your number</u>	
537	Phone for Selling Licensee	Phone for Listing Licensee
538	<u>Your license #</u>	
539	Licensee's State License ID	Licensee's State License ID
540	(BK or SL Real Estate Number)	(BK or SL Real Estate Number)



THIS ADDENDUM is part of the Listing Agreement and/or Purchase and Sale Agreement and Deposit Receipt dated _____ between (Buyer) _____ and (Seller) _____ for the property located at: _____

IN ACCORDANCE WITH OUR PLEDGE to serve our customers honestly and fairly, SVR REALTY, LLC has prepared this disclosure to inform Buyer and Seller of the following:

PROPERTY CONDITION/INFORMATION: SVR REALTY, LLC and its agents, broker or employees does not render a professional opinion as to any condition or size of property or any other information not disclosed, disclosed incorrectly or any inaccurate information. SVR REALTY, LLC recommends to the Buyer, in accordance with the Purchase and Sale Agreement and Deposit Receipt that a home inspection be conducted by a professional home inspector and failure to do so is the sole risk of the Buyer.

BINDER DEPOSITS: Buyer and Seller agree and understand that, in the event of a binder dispute, SVR REALTY, LLC is not responsible for the determination of the outcome and/or release of the binder. All parties also recognize that SVR REALTY, LLC is not responsible for any deposit or binder funds held by any other party including other real estate brokers, title companies, closing agents/attorneys and/or builders. The undersigned Buyer agrees, and acknowledges that SVR REALTY, LLC does not hold binders unless otherwise indicated.

TERMITES, MOLD, LEAD BASED PAINT, COMPOSITION SIDING, and HOME WARRANTY: SVR REALTY, LLC cannot render an opinion as to the presence of termites, wood destroying organisms, mold or lead based paint. Some properties may have a siding product or other product used in construction that may be the subject of a class action law suit. Buyer and Seller have been advised to seek a professional home inspector and have been advised of the benefits of a home warranty of their choosing. If a home warranty is not provided by Purchase and Sale Agreement and Deposit Receipt, then buyer may purchase a home warranty if desired.

APPRAISED VALUE: It is agreed that the Buyer shall not be obligated to complete the purchase of this property or incur a penalty or forfeiture of escrow money deposit if the appraised value of the property is less than the Purchase and Sale Agreement and Deposit Receipt. The Buyer may have the option of completing the purchase without regard to appraised values and home values and holds harmless SVR REALTY, LLC in regard to his/her decision.

DO NOT CALL LIST: All parties agree by signature below that SVR REALTY, LLC may call regardless of whether or not the parties are on any DO NOT CALL LIST.

NEIGHBORHOOD CRIME RATE STATISTICS: Buyer acknowledges awareness of both the website and local law enforcement contacts to determine the location of known registered sex offenders, predators, neighborhood crime rates and local laws. Duval County Sheriff 904-630-7600/Clay County Sheriff 904-264-6512/St. Johns County Sheriff 904-824-8304.

OTHER INTERESTS: Buyer(s), Seller(s) and all parties to the contract acknowledge that SVR REALTY, LLC and or its owner(s) may have interest in companies recommended to them by SVR REALTY, LLC and are not coerced in any way to utilize these companies. All service choices relating to this transaction will be made by the Buyer or Seller.

HOLD HARMLESS: SVR, LLC is held harmless by Buyer and Seller regarding any information pertaining to the property, including history of crime, sexual predators/offenders or plans for change in roads, development(s), commercial or residential changes, homeowners' or condominium association changes or regulations, zoning or ordinance changes, results of inspection, condition of home after closing, at time of closing or in the future for repairs and services or appropriate insurance on the part of any service providers. Any and all information concerning this property is the Seller's obligation to disclose and the Buyer's duty to confirm. The signatures on this document confirm that all parties understand, acknowledge and accept this responsibility.

The undersigned parties acknowledge that this disclosure was presented, read in its entirety, understood and signed prior to signing a Listing Agreement and/or Purchase and Sale Agreement and Deposit Receipt of any property. All parties agree to hold SVR REALTY, LLC or its agent(s), broker(s) or employees harmless as to all items discussed above. All parties also agree, accept and acknowledge that there are no other covenants, promises, agreements, warranties or understandings, verbal, written or understood regarding any of the items or terms, duties and responsibilities except as set forth in this agreement.

Buyer(s): _____ Date _____

Buyer(s): _____ Date _____

Seller(s): _____ Date _____

Seller(s): _____ Date _____



ADDENDUM TO PURCHASE AND SALE AGREEMENT



BACK-UP AGREEMENT NUMBER _____

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This Addendum is made by the undersigned BUYER and SELLER and is incorporated into and made a part of the Purchase and Sale Agreement and Deposit Receipt between BUYER and SELLER (the "Back-up Purchase and Sale Agreement"). This Addendum pertains to the following Property: _____

The Back-up Purchase and Sale Agreement is subordinate to previously executed and existing Purchase and Sale Agreement(s) (the "Existing Agreement(s)") for the purchase and sale of the Property between the SELLER and third party buyer(s) dated as listed below, and is contingent upon termination of the Existing Agreement(s):

Date of Existing Agreement in first position: _____

Date of Existing Agreement in second position: _____

If the Existing Agreement(s) is/are terminated, SELLER shall promptly give written notice of the termination to BUYER and, upon receipt by BUYER of such notice, the Back-up Agreement shall move into first position.

BUYER may terminate the Back-up Agreement by written notice to SELLER at any time prior to receipt of the Existing Agreement(s) termination notice.

The new effective date of the Back-up Agreement shall be the date of BUYER's receipt of the Existing Agreement(s) termination notice. If the Back-up Agreement becomes the Agreement in first position, then all time periods shall begin from the new effective date.

NOTE: SELLER shall deliver the Existing Agreement termination notice only to the buyer in the next position.

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE



REALTOR®

AMENDMENT

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REALTOR®

This Amendment is made by and between _____
(BUYER) and _____
(SELLER), who are parties to that certain Purchase and Sale Agreement and Deposit Receipt dated _____ for
the following property: _____

_____ (the "Agreement"). For good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged, BUYER and SELLER agree to
amend the Agreement as follows:

Except as modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. In any
conflict of terms between this Amendment and the Agreement, the terms of this Amendment shall govern.

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE



COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT



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BUYER: _____

PROPERTY ADDRESS: _____ (the "Property")

COMMUNITY DEVELOPMENT DISTRICT TAXES, FEES AND ASSESSMENTS

BUYER acknowledges that the Property is a part of a Community Development District ("CDD") created pursuant to Chapter 190, Florida Statutes. By acceptance of the deed conveying the Property, BUYER will be obligated to pay all taxes, fees and assessments imposed by the CDD.

THE _____ COMMUNITY DEVELOPMENT DISTRICT IMPOSES TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE DISTRICT TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW AND HOMEOWNER'S OR CONDOMINIUM ASSOCIATION ASSESSMENTS AND FEES.

CDD FEES ARE PAID IN ADVANCE, NOT IN ARREARS, AND WILL BE PRORATED AT CLOSING.

--

BUYER _____ DATE _____

--

BUYER _____ DATE _____

--

BUYER _____ DATE _____

--

BUYER _____ DATE _____



**EXTENSION AMENDMENT
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 OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC**



BUYER and SELLER agree to extend the following date(s) and/or time period(s) stated in the Purchase and Sale Agreement and Deposit Receipt dated _____ between _____ (BUYER) and _____ (SELLER) for the Property described as: _____

(Mark whichever are applicable):

- Date of closing is extended to on or before _____
- Loan Approval Period is extended to _____
- Inspection Period is extended to _____
- Time within which to enter into a written agreement for repairs/replacements/treatments is extended to _____
- Time to cure title defects is extended to _____

Except as modified by this Extension Amendment, the Purchase and Sale Agreement and Deposit Receipt shall remain unchanged and in full force and effect. In any conflict of terms between this Extension Amendment and the Purchase and Sale Agreement and Deposit Receipt, the terms of this Extension Amendment shall govern.

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BUYER DATE

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BUYER DATE

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BUYER DATE

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BUYER DATE

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SELLER DATE

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SELLER DATE

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SELLER DATE

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SELLER DATE



COUNTER OFFER ADDENDUM

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This Addendum is made by the undersigned BUYER and SELLER and is referenced in the Purchase and Sale Agreement and Deposit Receipt between BUYER and SELLER dated _____ for the following described Property: _____

(the "Agreement")

This Addendum is hereby incorporated into and made a part of the Agreement. The offer to purchase and sell is accepted with the following changes:

Change line(s) indicated below as follows:

EXPIRATION: The time of acceptance of this counter offer shall be on or before _____:01 A.M. P.M. _____ (date) (24 hours if left blank) from the time the counter offer is delivered.

Except as modified by this Counter Offer Addendum, the Agreement shall be unchanged and deemed accepted. In any conflict of terms between this Counter Offer Addendum and the Agreement, the terms of this Counter Offer Addendum shall prevail.

To accept this counter offer, BUYER and SELLER must sign both the Agreement and this Counter Offer Addendum.

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE



For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- * Evaluate the physical condition: structure, construction, and mechanical systems;
- * Identify items that need to be repaired or replaced; and
- * Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection. Decide early. You may be able to make your contract contingent on the results of the inspection.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, Realtors, local licensing authorities and organizations that qualify and test home inspectors.

BUYER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE





HISTORIC DISTRICT DISCLOSURE

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BUYER: _____

PROPERTY ADDRESS: _____

_____ (the "Property")

BUYER acknowledges that the Property is or may be part of an historic district pursuant to applicable law. Historic properties are protected by certain guidelines and restrictions governing alteration, modification, construction, demolition and relocation of historic properties. Generally, local governments must approve any alteration, modification, construction, demolition and relocation of historic properties prior to beginning such work.

Factors affecting approval or denial include, but are not limited to, the extent to which the alterations affect the character or architectural features of the structure, including the harmony of materials, height, proportion, setback, shape and workmanship, the degree to which the proposed work is compatible with the original design of the structure or the general design characteristics of the era which the structure represents, the degree to which the proposed building materials are compatible with aesthetic and structural appearance of the structure, and the degree to which the proposed work is compatible with the neighborhood.

BUYER understands that it is BUYER's duty to exercise whatever due diligence BUYER deems necessary with respect to any historic district designation including, without limitation, review of local laws creating such district, maps adopted by the local government depicting historic districts, and guidelines and restrictions governing the structures in such districts.

BUYER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE



RELEASE OF DEPOSIT AND CANCELLATION OF PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT



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NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.

This Release is entered into between the undersigned BUYER and SELLER who are parties to that certain Purchase and Sale Agreement and Deposit Receipt dated _____ between _____ (BUYER) and _____ (SELLER) concerning the following Property (legal description or street address): _____
_____ (the "Agreement").

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BUYER and SELLER hereby release each other and the below-named Brokers and their agents, employees and independent contractors from any and all claims, actions, demands, liabilities and charges whatsoever relating to or arising from the Agreement or the negotiation thereof except for the indemnity and hold harmless provisions in paragraph 14 of the Agreement.

Except as stated herein, BUYER and SELLER intend that responsibilities, obligations and rights arising from the Agreement are by this Release declared null and void and of no further effect and that the Agreement be cancelled when this Release has been signed by BUYER and SELLER.

This Release may be signed in counterparts and may be executed and/or transmitted by electronic media, including facsimile and email.

The escrow agent holding the deposit(s) under the terms of the Agreement is hereby directed forthwith to disburse the deposit(s) in the following manner:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

NAME OF LISTING BROKER BY _____ AUTHORIZED LICENSEE DATE

NAME OF SELLING BROKER BY _____ AUTHORIZED LICENSEE DATE



REPAIR/REPLACEMENT/TREATMENT AGREEMENT

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This Repair/Replacement/Treatment Agreement is entered into between the undersigned BUYER and SELLER who are parties to that certain Purchase and Sale Agreement and Deposit Receipt dated _____ and pertaining to the following Property; _____

(the "Agreement"). Where this Repair/Replacement/Treatment Agreement is in conflict with the terms of the Agreement, the terms of this Repair/Replacement/Treatment Agreement will govern.

1. In accordance with the attached WOOD-DESTROYING ORGANISM (WDO) inspection report, BUYER requests that SELLER make the following repairs, replacements and/or treatments:

2. In accordance with all other inspection reports, BUYER requests that SELLER make the following repairs and/or replacements:

A. ROOF:

BUYER's request is based on:

- Report by a licensed roofing contractor (copy attached).
- Report by a licensed general contractor (copy attached).
- A licensed home inspector's report addressing roof (see portion of report and cover sheet attached).

B. MAJOR APPLIANCES, HEATING, COOLING, MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS AND POOL EQUIPMENT (IF ANY):

BUYER's request is based on:

- Report by a licensed tradesman (e.g. plumber, electrician) (copy attached).
- Report by a licensed general contractor (copy attached).
- A licensed home inspector's report addressing the above items (see portion of report and cover sheet attached).

C. STRUCTURAL:

BUYER's request is based on:

- Report by a licensed general contractor (copy attached).
- Report by a structural engineer (copy attached).
- A licensed home inspector's report addressing structural soundness (see portion of report and cover sheet attached).

REPAIR/REPLACEMENT/TREATMENT AGREEMENT continued

D. OTHER:

BUYER's request is based on:

- Report by a licensed general contractor (copy attached).
- Report by a structural engineer (copy attached).
- A licensed home inspector's report addressing structural soundness (see portion of report and cover sheet attached).

SUBMITTED BY:

BUYER	DATE
BUYER	DATE

3. SELLER agrees to:

- Pay for the costs of above requested repairs, replacements and/or treatments up to \$_____; or
- Pay for the costs of all of the above requested repairs, replacements and/or treatments; or
- Pay \$_____ for repairs, replacements and/or treatments and BUYER agrees to pay \$_____ towards same. BUYER shall deposit an additional binder deposit not applicable to the Purchase Price ("excess binder") with the entity holding the binder deposit(s). When added to the amount to be paid by SELLER, the excess binder deposit shall equal the cost of the repairs, replacements, and/or treatments. The excess binder will not be refunded to BUYER unless SELLER is unable or unwilling to perform SELLER's obligations in the Agreement.

If the cost of repairs, replacements and or treatments exceeds the amount agreed to be paid herein by BUYER and SELLER, and neither BUYER nor SELLER agrees to pay the excess costs, either BUYER or SELLER may terminate the Agreement by delivering written notice of such election to the other party. If BUYER or SELLER elects to terminate the Agreement pursuant to this paragraph, each party will be responsible for all loan and sale processing costs specified to be paid in the Agreement by that party.

The repairs, replacements and/or treatments shall be completed by appropriately licensed persons within 10 days of entering into this Repair/Replacement/Treatment Agreement and receipt by SELLER of written notice of BUYER's loan approval, if applicable. Any other items noted on inspection reports are for the BUYER's information only and are not items that the SELLER is contractually bound to repair, replace or treat.

ACCEPTED BY:

BUYER	DATE
BUYER	DATE
BUYER	DATE
BUYER	DATE