

# Residential Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®



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

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

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

8 together with all existing improvements and attached items, including fixtures, built-in furnishings, major appliances (including  
9\* but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s), \_\_\_\_ (#) ceiling fans (if left blank, all ceiling fans),  
10 light fixtures, attached wall-to-wall carpeting, rods, draperies and other window treatments as of Effective Date. The only other  
11\* items included in the purchase are: \_\_\_\_\_  
12\* \_\_\_\_\_  
13\* \_\_\_\_\_

14\* The following attached items are excluded from the purchase: \_\_\_\_\_  
15\* \_\_\_\_\_

16 The real and personal property described above as included in the purchase is referred to as the “Property.” Personal property listed  
17 in this Contract is included in the purchase price, has no contributory value and is being left for **Seller’s** convenience.

## PRICE AND FINANCING

18  
19\* **2. PURCHASE PRICE:** \$ \_\_\_\_\_ payable by **Buyer** in U.S. currency as follows:  
20\* (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) on \_\_\_\_\_ by  
21\* \_\_\_\_\_ for delivery to \_\_\_\_\_ (“Escrow Agent”)  
22\* \_\_\_\_\_

*Signature* *Name of Company*

23\* (Address of Escrow Agent) \_\_\_\_\_  
24\* (Phone # of Escrow Agent) \_\_\_\_\_

25\* (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_,  
26\* or \_\_\_\_\_ days from Effective Date. (10 days if left blank)

27\* (c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

28\* (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

29\* (e) \$ \_\_\_\_\_ Balance to close (not including **Buyer’s** closing costs, prepaid items and prorations). All funds paid  
30 at closing must be paid by locally drawn cashier’s check, official bank check, or wired funds.

31\* **3. FINANCING:** (Check as applicable)  (a) **Buyer** will pay cash for the Property with no financing contingency.  
32\*  (b) **Buyer** will apply for new  conventional  FHA  VA financing specified in paragraph 2(c) at the prevailing interest rate and  
33\* loan costs based on **Buyer’s** creditworthiness (the “Financing”) within \_\_\_\_\_ days from Effective Date (5 days if left blank) and  
34\* provide **Seller** with either a written Financing commitment or approval letter (“Commitment”) or written notice that **Buyer** is unable to  
35\* obtain a Commitment within \_\_\_\_\_ days from Effective Date (the earlier of 30 days after the Effective Date or 5 days prior to Closing  
36\* Date if left blank) (“Commitment Period”). **Buyer** will keep **Seller** and Broker fully informed about loan application status, progress  
37\* and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to **Seller** and **Broker**. If,  
38\* after using diligence and good faith, **Buyer** is unable to provide the Commitment and provides **Seller** with written notice that **Buyer** is  
39\* unable to obtain a Commitment within the Commitment Period, either party may cancel this Contract and **Buyer’s** deposit will be  
40\* refunded. **Buyer’s** failure to provide **Seller** with written notice that **Buyer** is unable to obtain a Commitment within the Commitment  
41\* Period will result in forfeiture of **Buyer’s** deposit(s). Once **Buyer** provides the Commitment to **Seller**, the financing contingency is  
42\* waived and **Seller** will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property  
43\* appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, (2)  
44\* the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions  
45\* of this Contract), or (3) another provision of this Contract provides for cancellation.

## CLOSING

46  
47 **4. CLOSING DATE; OCCUPANCY:** Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in  
48 this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, inspection and financing periods. This  
49\* Contract will be closed on \_\_\_\_\_ (“Closing Date”) at the time established by the closing agent, by which time **Seller**  
50\* will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy  
51\* and possession, along with all keys, garage door openers and access codes, to **Buyer**. If on Closing Date insurance underwriting is  
52\* suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any  
53\* reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

54\* **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

55 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted by  
56 mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording  
57 of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per  
58 Paragraph 19. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

59 **(a) Seller Costs:**

60 Taxes and surtaxes on the deed

61 Recording fees for documents needed to cure title

62\* Other: \_\_\_\_\_

63\* **Seller** will pay up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for repairs to warranted items ("**Repair**  
64\* **Limit**"); and up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for wood-destroying organism treatment  
65\* and repairs ("**WDO Repair Limit**"); and up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for costs  
66 associated with closing out open permits and obtaining required permits for unpermitted existing improvements ("**Permit Limit**").

67 **(b) Buyer Costs:**

68 Taxes and recording fees on notes and mortgages

69 Recording fees on the deed and financing statements

70 Loan expenses

71 Lender's title policy

72 Inspections

73 Survey

74 Flood insurance, homeowner insurance, hazard insurance

75\* Other: \_\_\_\_\_

76 **(c) Title Evidence and Insurance: Check (1) or (2):**

77\*  **(1)** The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment.  **Seller** will select the title agent  
78\* and will pay for the owner's title policy, search, examination and related charges or  **Buyer** will select the title agent and pay  
79\* for the owner's title policy, search, examination and related charges or  **Buyer** will select the title agent and **Seller** will pay  
80 for the owner's title policy, search, examination and related charges.

81\*  **(2)** **Seller** will provide an abstract as specified in Paragraph 10(a)(2) as title evidence.  **Seller**  **Buyer** will pay for the  
82 owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and  
83 lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

84 **(d) Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
85 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the  
86 Property. If taxes and assessments for the current year cannot be determined, taxes shall be prorated on the basis of taxes for  
87 the preceding year as of the day before Closing Date and shall be computed and readjusted when the current taxes are  
88 determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by  
89 January 1 of the year of the Closing Date, which improvements were not in existence on January 1 of the prior year, taxes shall  
90 be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties prior to Closing  
91 Date, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration  
92 available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment prior to Closing  
93 Date, **Buyer** and **Seller** will split the cost of a private appraiser to perform an assessment prior to Closing Date. Nothing in this  
94 paragraph shall act to extend the Closing Date. This provision shall survive closing.

95 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full  
96 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment  
97 if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay  
98\* all other amounts. If special assessments may be paid in installments  **Buyer**  **Seller** (if left blank, **Buyer**) shall pay  
99 installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public  
100 body does not include a Homeowner Association or Condominium Association.

101 **(f) Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require  
102 **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

103\* **(g) Home Warranty:**  **Buyer**  **Seller**  **N/A** will pay for a home warranty plan issued by \_\_\_\_\_ at a  
104\* cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
105 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

106 **PROPERTY CONDITION**

107\* **6. INSPECTION PERIODS:** **Buyer** will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_,  
108\* (the earlier of 10 days after the Effective Date or 5 days prior to Closing Date if left blank) ("**Inspection Period**");  
109\* the wood-destroying organism inspection by \_\_\_\_\_ (at least 5 days prior to closing, if left  
110 blank); and the walk-through inspection on the day before Closing Date or any other time agreeable to the parties; and the  
111\* survey referenced in Paragraph 10(c) by \_\_\_\_\_ (at least 5 days prior to closing if left blank).

112\* **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

113 **7. REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value  
114 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer  
115 can readily observe or that are known by or have been disclosed to Buyer.

116 (a) **Energy Efficiency:** Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.996,  
117 Florida Statutes.

118 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
119 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
120 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
121 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
122 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
123 level to an acceptable EPA level, failing which either party may cancel this Contract.

124 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
125 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
126 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
127 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
128 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

129 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
130 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
131 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

132 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY  
133 TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT  
134 TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE  
135 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING  
136 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

137 (f) **Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to  
138 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

139 (g) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as  
140 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law  
141 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased  
142 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation  
143 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine  
144 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether  
145 there are significant erosion conditions associated with the shoreline of the Property being purchased.

146\*  Buyer waives the right to receive a CCCL affidavit or survey.

147 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
148 closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. Seller will provide  
149 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections,  
150 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its  
151 completion. If Seller is unable to complete required repairs or treatments or meet the Maintenance Requirement prior to  
152 closing, Seller will give Buyer a credit at closing for the cost of the repairs and maintenance Seller was obligated to perform. At  
153 closing, Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all  
154 work done on the Property pursuant to the terms of this Contract. At closing, Seller will provide Buyer with any written  
155 documentation that all open permits have been closed out and that Seller has obtained required permits for improvements to  
156 the Property.

157 (a) **Warranty, Inspections and Repair:**

158 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
159 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
160 condition until closing; that the structures (including roofs, doors and windows) and pool, if any, are structurally sound  
161 and watertight; and that torn or missing screens and missing roof tiles will be repaired or replaced. Seller warrants that  
162 all open permits will be closed out and that Seller will obtain any required permits for improvements to the Property  
163 prior to Closing Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic  
164 condition resulted from a defect in a warranted item. Seller is not obligated to bring any item into compliance with  
165 existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in  
166 the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that  
167 do not affect the working condition of the item, including pitted marcite; tears, worn spots and discoloration of floor  
168 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom  
169 ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor  
170 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

171 (2) **Professional Inspection:** Buyer may, at Buyer's expense, have warranted items inspected by a person who  
172 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida  
173 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the  
174 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of

175\* Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

inspector's written report dealing with such items to **Seller**. If **Buyer** fails to deliver timely written notice, **Buyer** waives **Seller's** warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that **Seller** must meet the maintenance requirement.

**(3) Repair:** **Seller** will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. **Seller** may, within 5 days from receipt of **Buyer's** notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to **Buyer**. If the first and second inspection reports differ and the parties cannot resolve the differences, **Buyer** and **Seller** together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, **Seller** will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** designates which repairs to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

**(4) Permits:** **Seller** shall close out any open permits and remedy any violation of any governmental entity, including but not limited to, obtaining any required permits for improvements to the Property, up to the Permit Limit, and with final inspections completed no later than 5 days prior to Closing Date. If final inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may cancel this Contract and **Buyer's** deposit shall be refunded. If the cost to close out open permits or to remedy any violation of any governmental entity exceeds the Permit Limit, either party may cancel the Contract unless either party pays the excess or **Buyer** accepts the Property in its "as is" condition and **Seller** credits **Buyer** at closing the amount of the Permit Limit.

**(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. **Buyer** may, at **Buyer's** expense, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, **Buyer** will deliver a copy of the inspector's written report to **Seller** within 5 days from the date of the inspection. If **Seller** previously treated the Property for the type of wood-destroying organisms found, **Seller** does not have to treat the Property again if (i) there is no visible live infestation, and (ii) **Seller** transfers to **Buyer** at closing a current full treatment warranty for the type of wood-destroying organisms found. Otherwise, **Seller** will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. **Seller** will have treatments and repairs made by an appropriately licensed person at **Seller's** expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written notice to the other. If **Buyer** fails to timely deliver the inspector's written report, **Buyer** accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

**(c) Walk-through Inspection/Reinspection:** **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has made repairs required by this Contract, has met the Maintenance Requirement and has met contractual obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations and Maintenance Requirement will be deemed fulfilled.

**9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored by the Closing Date or within 45 days after the Closing Date to substantially the same condition as it was on Effective Date, **Seller**, will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed the restoration, and the parties will close the transaction on the later of: (1) Closing Date; or, (2) 10 days after **Buyer's** receipt of **Seller's** notice. **Seller** will not be obligated to replace trees. If the restoration cannot be completed in time, **Buyer** may cancel this Contract and **Buyer's** deposit shall be refunded, or **Buyer** may accept the Property "as is", and **Seller** will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at closing in such amounts as are (i) attributable to the Property and (ii) not yet expended in restoring the Property to the same condition as it was on Effective Date.

## TITLE

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

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

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

**(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

238 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
239 However, if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed  
240 insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format  
241 acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent,  
242 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to  
243 **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.  
244 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of  
245 title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days from  
246 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects  
247 within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing  
248 Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the  
249 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of  
250 **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.  
251 **(c) Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from  
252 receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements  
253 on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a  
254 title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph **(b)** above.

## 255 MISCELLANEOUS

### 256 11. EFFECTIVE DATE; TIME; FORCE MAJEURE:

257 **(a) Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and  
258 delivers the final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**  
259 **(b) Time:** All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday  
260 and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the  
261 next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is  
262 located) of the appropriate day.  
263 **(c) Force Majeure:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to  
264 each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented  
265 by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,  
266 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or  
267 **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or  
268 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force  
269 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30  
270 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's**  
271 deposit shall be refunded.

272 **12. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic  
273 media. Except for the notices required by Paragraph 3 of this Contract, **Buyer's failure to deliver timely written notice to**  
274 **Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and**  
275 **void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to**  
276 **or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if**  
277 **delivered to or by that party.**

278 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage**  
279 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
280 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.  
281 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically  
282 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms  
283 inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or  
284 unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence and good faith in  
285 performing all obligations under this Contract. This Contract will not be recorded in any public records.

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

## 289 DEFAULT AND DISPUTE RESOLUTION

290 **15. DEFAULT:** **(a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller**  
291 fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to  
292 seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to Broker for the full amount of the  
293 brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits,  
294 **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as

295\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

296 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among  
297 Broker) up to the full amount of the brokerage fee.

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

300 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the  
301 date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will  
302 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real  
303 Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's  
304 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the  
305 escrow dispute through mediation, arbitration, interpleader or an escrow disbursement order, if the broker so chooses,  
306 applies to brokers only and does not apply to title companies, attorneys or other escrow companies.

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

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

#### 323 ESCROW AGENT AND BROKER

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

331 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that are  
332 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the  
333 effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying  
334 partially or totally seaward of the coastal construction control line, etc.) and for tax, property condition, environmental and other  
335 specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or  
336 otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional  
337 inspectors and governmental agencies for verification of the Property condition, square footage and facts that materially affect  
338 Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels,  
339 incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's  
340 misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers,  
341 directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to  
342 perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of  
343 services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3)  
344 products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full  
345 responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations.  
346 For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

347 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing**  
348 **Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate  
349 brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has  
350 retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse  
351 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by  
352 Seller or listing broker to cooperating brokers.

353\* Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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354\* \_\_\_\_\_  
355 Selling Sales Associate/License No.

\_\_\_\_\_  
Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)

356\* \_\_\_\_\_  
357 Listing Sales Associate/License No.

\_\_\_\_\_  
Listing Firm/Brokerage fee: (\$ or % of Purchase Price)

**ADDENDA AND ADDITIONAL TERMS**

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

- |  |  |  |  |
|--|--|--|--|
| 361* <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> O. Interest-Bearing Account       | <input type="checkbox"/> V. Prop. Disclosure Stmt. |
| 362* <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections                  | <input type="checkbox"/> P. Back-up Contract               | <input type="checkbox"/> W. FIRPTA                 |
| 363* <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop.   | <input type="checkbox"/> X. 1031 Exchange          |
| 364* <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals                        | <input type="checkbox"/> Y. Additional Clauses     |
| 365* <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> L. Insurance                    | <input type="checkbox"/> S. Sale/Lease of Buyer's Property |  |
| 366* <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> T. Rezoning                       | <input type="checkbox"/> Other _____               |
| 367* <input type="checkbox"/> G. New Mort. Rates   | <input type="checkbox"/> N. Lease purchase/Lease option  | <input type="checkbox"/> U. Assignment                     | <input type="checkbox"/> Other _____               |

368\* **21. ADDITIONAL TERMS:**

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410\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.



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

412 OFFER AND ACCEPTANCE

413\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
414 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
415 delivered to Buyer no later than \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_, this offer will be revoked  
416 and Buyer's deposit refunded subject to clearance of funds.

417 COUNTER OFFER/REJECTION

418\*  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy  
419 of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the  
420 date the counter is delivered.  Seller rejects Buyer's offer.

421\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
422\* Print name: \_\_\_\_\_

423\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

424\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_

425\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_

426\* E-mail: \_\_\_\_\_

427\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_

428\* Print name: \_\_\_\_\_

429\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_

430\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_

431\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_

432\* E-mail: \_\_\_\_\_

433\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

434\* Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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