



Tallahassee Board of REALTORS®, Inc.
CONTRACT FOR SALE AND PURCHASE



1 PARTIES: _____ hereinafter called SELLER and
2 _____ or assignees, hereinafter called BUYER,
3 hereby agree that the SELLER shall sell and the BUYER shall buy the following property upon the terms and conditions hereinafter set forth.

4 1. LEGAL DESCRIPTION of real estate: Lot _____ Block _____ Subdivision _____
5 Unit _____ located in _____ County, Florida. Metes and Bounds legal description attached.

6 2. PROPERTY ADDRESS (Include ZIP Code): _____

7 3. CLOSING AND POSSESSION: This contract shall be closed and the deed delivered on or before _____,
8 unless extended by other provisions of this contract. POSSESSION OF THE PROPERTY SHALL BE DELIVERED TO BUYER AT
9 CLOSING. If occupancy is to be delivered prior to closing, BUYER shall:
10 A. Be deemed to have accepted property in its existing condition as of occupancy unless addressed by other provisions of this contract
11 B. Assume risk of loss for personal possessions
12 C. Hold SELLER and Brokers harmless for any claims for injury to BUYER or any other person, and
13 D. Be responsible for maintenance of property.

14 4. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (adds no value for mortgage loan or appraisal purposes)
15 All fixed equipment, fixtures, and the following non-fixed items on property on date of contract are included: _____
16 _____
17 _____
18 _____
19 _____
20 _____

21 5. METHOD OF PAYMENT: Initial deposit in the amount of \$ _____ to be held in trust, along with any
22 additional deposits, by: _____

- 23 A. Amount of initial deposit applicable to down payment \$ _____
24 B. An additional deposit in the amount of \$ _____
25 shall be due on or before the following date: _____. If said sum is not
26 timely received BUYER shall be in default. At time of closing deposit in excess of down payment
27 will be applied to other costs of BUYER, or refunded if in excess of required down payment and costs.
28 C. New third party financing (see Clause #8) Conventional FHA VA \$ _____
29 D. Assumption of mortgage (see Clause #8C) having an approximate principal balance of \$ _____
30 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #8D) \$ _____
31 F. Other: \$ _____
32 G. Approximate balance of down payment to close (not including BUYER's closing expenses) \$ _____

33 MONIES DUE AT CLOSING SHALL BE TENDERED IN CERTIFIED FUNDS
34 TOTAL PURCHASE PRICE \$ _____

35 6. EXPENSES: If SELLER has agreed to pay any of BUYER's costs, BUYER agrees to pay advance costs and be reimbursed by SELLER
 36 at time of closing.

37 **BUYER SHALL PAY FOR THE FOLLOWING:**

- | | |
|--|---|
| <p>38 <input type="checkbox"/> Owner's Title Insurance (primary issue) plus Fees</p> <p>39 <input type="checkbox"/> Mortgagee's Title Insurance (simultaneous issue) plus Endorsements</p> <p>40 <input type="checkbox"/> One half of all Title Insurance Costs</p> <p>41 <input type="checkbox"/> Loan Origination Fee</p> <p>42 <input type="checkbox"/> Loan Discount Points</p> <p>43 <input type="checkbox"/> Intangible Tax on Mortgage(s)</p> <p>44 <input type="checkbox"/> Documentary Stamps on Note(s)</p> <p>45 <input type="checkbox"/> Recording Fees</p> <p>46 <input type="checkbox"/> Credit Report</p> <p>47 <input type="checkbox"/> Appraisal Fee(s)</p> <p>48 <input type="checkbox"/> Survey</p> <p>49 <input type="checkbox"/> Flood Certification Letter</p> | <p><input type="checkbox"/> Any loan costs required by Lender</p> <p><input type="checkbox"/> Any loan costs in excess of SELLER's contribution</p> <p><input type="checkbox"/> Prepaid Interest, Taxes, Hazard Insurance & Homeowner Dues</p> <p><input type="checkbox"/> Prepaid Mortgage Insurance</p> <p><input type="checkbox"/> BUYER's Attorney's Fees (if any)</p> <p><input type="checkbox"/> Home Warranty not to exceed \$_____.</p> <p><input type="checkbox"/> Wood Destroying Organisms Inspection(s) not to exceed \$_____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> |
|--|---|

50 **SELLER SHALL PAY FOR THE FOLLOWING:**

- | | |
|---|---|
| <p>51 <input type="checkbox"/> Brokerage Fee</p> <p>52 <input type="checkbox"/> Documentary Stamps on Deed</p> <p>53 <input type="checkbox"/> Mortgage Satisfaction & Recording Fees</p> <p>54 <input type="checkbox"/> Any Applicable Prepayment Penalty</p> <p>55 <input type="checkbox"/> SELLER's Attorney's Fees (if any)</p> <p>56 <input type="checkbox"/> Wood Destroying Organisms Inspection(s) not to exceed \$_____</p> <p>57 <input type="checkbox"/> Wood Destroying Organisms Treatment/Repairs not to exceed <input type="checkbox"/> \$_____ <input type="checkbox"/> see Clause #11</p> <p>60 <input type="checkbox"/> Owner's Title Insurance (primary issue) plus Fees</p> <p>61 <input type="checkbox"/> Mortgagee's Title Insurance (simultaneous issue) plus Endorsements</p> <p>62 <input type="checkbox"/> One half of all Title Insurance Costs</p> <p>63 <input type="checkbox"/> Survey</p> <p>64 <input type="checkbox"/> Home Warranty not to exceed \$_____.</p> | <p><input type="checkbox"/> FHA/VA costs required of SELLER</p> <p><input type="checkbox"/> Allowable costs on behalf of BUYER not to exceed \$_____ to be applied in the following order (to items checked) until funds expended:</p> <p><input type="checkbox"/> FHA/VA Costs required of SELLER</p> <p><input type="checkbox"/> Prepays</p> <p><input type="checkbox"/> Discount Points</p> <p><input type="checkbox"/> Any other costs including those Buyer has agreed to pay for in Clause #6 above</p> <p><input type="checkbox"/> Repairs & Replacements required by LENDER (not including WDO treatment/repairs) not to exceed \$_____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> |
|---|---|

66 **THE FOLLOWING TO BE ORDERED BY: BUYER SELLER**

- | | | |
|-----------------------------|--------------------------|--------------------------|
| 67 Title Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| 68 Survey | <input type="checkbox"/> | <input type="checkbox"/> |
| 69 WDO Inspection(s) | <input type="checkbox"/> | <input type="checkbox"/> |
| 70 Home Warranty | <input type="checkbox"/> | <input type="checkbox"/> |

71 7. PRORATIONS: All taxes for the current year, rents, interest and other income and expenses of property and homeowner's association
 72 dues shall be prorated as of date of closing. As to prorations, the day of closing shall belong to BUYER. If information as to current
 73 year's taxes is not available at the time of closing, taxes shall be prorated on the basis of the prior year's gross taxes with regard to
 74 applicable exemptions, provided the proration shall be adjusted at the request of either party when the tax bill for the year of closing
 75 becomes available. All prorations shall be adjusted to the cash due at closing.

76 8. FINANCING:

77 A. BUYER warrants to SELLER that BUYER has made loan application within the preceding 60 days and BUYER has a current
 78 mortgage loan approved for the amount stipulated in Clause #5C. This contract is not contingent upon financing, with the
 79 exception that any provision checked in Clause #9 pertaining to appraisal shall still be applicable. BUYER shall pay for and order
 80 appraisal within 10 days of contract.

81 B. NEW THIRD PARTY FINANCING: BUYER shall have 10 days from date of contract to secure to BUYER'S satisfaction new
 82 third party financing as stipulated in clause #5C (plus any applicable FHA MIP or VA funding fees). Once the 10 day period passes,
 83 if BUYER has not notified SELLER of BUYER'S desire to void contract due to financing reasons, contract will no longer be
 84 contingent on financing, with the exception that any provision checked in Clause #9 pertaining to appraisal shall still be
 85 applicable. At any time within the 10 days BUYER may void contract and receive a full refund of deposit upon written notice to
 86 SELLER that BUYER can not obtain financing satisfactory to BUYER. If BUYER has not already made loan application prior to
 87 contract, BUYER will make complete loan application no later than 10 days from date of contract. FAILURE TO MAKE
 88 COMPLETE LOAN APPLICATION, WHICH INCLUDES PAYING FOR AND ORDERING OF APPRAISAL AND CREDIT
 89 REPORT, WITHIN TEN (10) DAYS SHALL CONSTITUTE DEFAULT BY BUYER.

90 The following option applies:

- 91 BUYER has made loan application prior to contract and shall pay for and order appraisal within 10 days of date of contract.
 92 BUYER has not yet made loan application but will do so per the terms stated above.

93 **8. FINANCING: (Continued)**

94 C. ASSUMPTION OF MORTGAGE: with qualifying without qualifying... adjustable interest rate fixed interest rate,
95 in favor of _____ bearing interest at _____% per annum payable \$_____ PI or PITI
96 per month. This contract is is not contingent upon release of liability of SELLER from all mortgages assumed. SELLER shall
97 furnish a status letter from each mortgagee setting forth the principal balance, escrow balance, method of payment, and the
98 standing of each mortgage within 5 days from date of contract. BUYER shall make application for assumption, if required by
99 SELLER or lender, within 10 days from the date of this contract. On assumption, BUYER will pay any mortgage charge for change
100 of ownership and purchase escrow account. If BUYER is denied credit commitment, BUYER must notify SELLER within 2 days
101 of intent to void contract, provide lender documentation of credit commitment denial, and request a refund of deposit, unless
102 provision to obtain credit commitment is extended in writing by BUYER and SELLER.

103 **THE SELLER IS ADVISED TO SEEK LEGAL COUNSEL CONCERNING SELLER'S LEGAL LIABILITY UPON ASSUMPTION.**

104 D. SELLER FINANCING: Purchase money note and mortgage from BUYER to SELLER bearing interest at _____% per
105 annum for a term of _____ years, payable \$ _____ PI, per _____.
106 This is a balloon mortgage with final payment of remaining principal balance to be due with _____ payment. Purchase
107 money mortgage and note to SELLER shall provide for the following: A) Insurance against loss by fire, with extended coverage,
108 in an amount not less than the total amount of all mortgages or 80% of replacement value, whichever is greater. Mortgagee shall
109 be named as loss payee; B) Acceleration, at the option of the holder, after 30 days default if a first mortgage and after 15 days
110 default if a second mortgage; C) If a payment is received more than 15 days late, a late charge of 5% of the payment is applicable;
111 D) The maintenance in good standing of all prior liens; E) The right of a mortgagor to prepay all or part of the principal at any time
112 with interest to date of payment without penalty; F) Prior written consent of mortgagee to any additional advances from superior
113 mortgage holders; G) All sums outstanding under the mortgage shall be due in full on resale of the property.

114 **9. APPRAISAL: BUYER IS ADVISED TO HAVE AN APPRAISAL ON ALL TRANSACTIONS.**

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

123 VA: It is expressly agreed that, notwithstanding any other provisions of this contract, the BUYER shall not incur any penalty by
124 forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract to
125 purchase price or costs exceeds the reasonable value of the property established by the Veterans Administration. The BUYER shall,
126 however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of
127 reasonable value established by the VA.

128 CASH, SELLER FINANCING, OTHER NEW THIRD PARTY FINANCING:

- 129 A. If cash or SELLER financing, BUYER shall select and order an appraisal by a State Licensed or State Certified Appraiser to be
130 ordered within 10 days from date of contract or by date of closing, whichever occurs first. If new third party financing, BUYER
131 shall provide for appraisal as per Clause #8.
- 132 B. If appraisal sets forth the appraised value of less than purchase price, BUYER shall:
133 1. Have the option of proceeding with consummation of the contract without regard to the amount of the appraised valuation; or
134 2. Void contract if BUYER and SELLER cannot come to a mutually agreeable sales price by providing SELLER with written
135 notice of cancellation along with proof of under valuation within 3 days from receipt of appraisal at which time BUYER
136 shall receive a refund of all deposits.
- 137 C. BUYER shall be deemed to have waived BUYER's right under this clause if BUYER fails to have an appraisal, or provide
138 SELLER written notice of cancellation of contract due to appraised valuation being less than purchase price and provide proof
139 of under valuation within time requirement.

140 **10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS.** If survey shows an encroachment or
141 excroachment, it shall be treated as a title defect.

- 142 **11. WOOD DESTROYING ORGANISMS INSPECTION:** A Wood Destroying Organism Inspection Report certified to BUYER and SELLER,
143 will be performed within 30 days prior to closing by a state licensed pest control firm showing **all buildings** on the premises to be visibly free
144 of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms (sometimes referred to, but not
145 limited to, wood rot).
- 146 A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount provided
147 in Clause #6, or if none stipulated, up to 2% of purchase price; or
- 148 B. If the amount required for treatment and/or repairs is in excess of amount provided in Clause #6, and SELLER agrees to remedy
149 and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of 3%
150 of purchase price, and even if SELLER is willing to make necessary treatment and/or repairs, BUYER may terminate contract with
151 written notice to SELLER within 5 days of receipt of WDO report and repair estimate if damage exists, and receive a refund of
152 deposit; or
- 153 C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair,
154 BUYER shall have the right to accept the property without regard to infestation and/or damage with SELLER paying toward
155 treatment and/or repairs up to amount provided in Clause #6; or BUYER may terminate this contract and receive a refund of deposit.
- 156 **12. CONDITION OF PROPERTY; INSPECTIONS:** BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED UPON ANY
157 REPRESENTATIONS MADE BY BROKER(S) AS TO THE CONDITION OF THE PROPERTY. SELLER acknowledges that any known
158 facts concerning the condition of the property have been disclosed to the BUYER and Brokers. SELLER agrees to provide immediate access
159 and all utilities for BUYER'S inspections. If BUYER fails to make inspections, or deliver timely written notice within 10 days from
160 date of contract, BUYER shall be deemed to have waived all rights to do so and agrees to accept the property in its current condition,
161 except that SELLER is required to maintain property in the same condition as at time of contract and if 'A' below is checked, warrant
162 that **heating, cooling, electrical, plumbing, appliances, well, septic tank and systems, sprinkler systems, owned or leased security**
163 **system, pool and spa** will be in proper working condition on the day of closing or possession, whichever occurs first, unless otherwise
164 agreed upon by other provisions of this contract or addenda. At time of closing, SELLER agrees to provide copies of invoices of all
165 repairs made to property by third party persons within 90 days preceding closing date. BUYER and SELLER agree to the following if checked:
- 166 A. Within 10 days from the date of contract, or 10 days prior to closing of houses under construction, BUYER **a)** Is responsible
167 for having the property inspected by a state or county licensed person(s) dealing in repair, construction, or inspection, to
168 determine if there are defects; **b)** Shall have the right to have a radon test performed by a licensed tester. Acceptable results
169 of such test will be deemed to be less than 4.0 pica-curies per liter as suggested by the Environmental Protection Agency;
170 **c)** Shall have the right to determine if there are any hazardous materials in, on, or about the property. Hazardous materials
171 may include but shall not be limited to: lead based paint, asbestos materials, or buried oil, fuel or other storage tanks, and,
172 **d)** Shall have the right to obtain a Flood Certification Letter to verify property is not located in a Special Flood Hazard Area
173 requiring flood insurance. Cost of said inspections to be paid by BUYER. If inspection(s) reveal any defects unacceptable to
174 BUYER, BUYER shall provide SELLER written notice on the Tallahassee Board of REALTORS "Inspection Addendum"
175 form, hereinafter referred to as Inspection Addendum, within 10 days from date of contract, advising SELLER what action
176 BUYER desires to take per following options and include copy of report(s) from persons licensed in repair or inspection of
177 those items. SELLER is not required to repair cosmetic conditions or imperfections that do not affect the working condition
178 of the item, unless the cosmetic condition resulted from a defect in a warranted item. SELLER is not obligated to bring any
179 item into compliance with current building code regulations unless necessary to repair a warranted item.
- 180 1. **WARRANTED ITEMS:** SELLER agrees to have in proper working condition on the day of closing or possession, whichever
181 occurs first, **the heating, cooling, electrical, plumbing, appliances, well, septic tank and systems, sprinkler systems,**
182 **owned or leased security system, pool, and spa.**
- 183 2. **NON-WARRANTED ITEMS:** (All items other than those addressed in Clauses #11 and #12.A.1 above)
- 184 a. In the event there are defects in non-warranted items, BUYER shall have the option of one of the following:
- 185 1. Accept property in current condition and proceed to closing; or
- 186 2. Terminate contract by notifying SELLER in writing within 10 days from date of contract on Inspection Addendum
187 and receive a refund of deposit; or
- 188 3. Request repairs/remedies in writing on Inspection Addendum.
- 189 b. Upon receipt of Inspection Addendum, SELLER shall respond in writing with one of the following:
- 190 1. Agree to repair/remedy as per BUYER's written request; or
- 191 2. Reject BUYER's request to repair/remedy non-warranted items by responding in writing on Inspection Addendum; or
- 192 3. Respond to BUYER in writing on Inspection Addendum which repairs/remedies SELLER is willing to make on non-
193 warranted items.
- 194 Should SELLER fail to make written response within 5 days after receipt of BUYER's request, SELLER shall be
195 deemed to have agreed to make all repairs requested by BUYER.
- 196 c. BUYER shall have the option of one of the following if SELLER does not agree to repairs as requested:
- 197 1. Accept SELLER's proposal; or
- 198 2. Notify SELLER of intent to terminate contract on Inspection Addendum and receive a refund of deposit; or
- 199 3. Make a counter proposal on Inspection Addendum, which reverts parties to Clause #12.A.2.b until agreement, or
200 contract can be terminated by either party, in writing, in which case BUYER will receive a refund of deposit.
- 201 Should BUYER fail to make a written response within 5 days from SELLER's written response, BUYER shall be
202 deemed to have accepted proposal.

203 12. CONDITION OF PROPERTY; INSPECTIONS (Continued)

204 BUYER reserves the right to do a final walk through inspection prior to BUYER’s possession or closing, whichever occurs first,
205 to verify SELLER has made repairs required and has met the maintenance requirement. If BUYER fails to do final walk
206 through, or notify SELLER in writing of any items not maintained or repaired as required, BUYER agrees to accept property in
207 current condition. If contract fails to close BUYER will repair all damages to the Property resulting from BUYER’s inspections,
208 other than Wood Destroying Organism Inspection, and return the Property to its pre-inspection condition.

209 B. SELLER agrees to deliver the property in its present “as is” condition

210 1. with the exception of Wood Destroying Organism letter as per Clause #11.

211 2. BUYER may have Property inspected by a state or county licensed person(s) dealing in repair, construction, or inspection
212 to determine if there are any defects. If results are unacceptable to BUYER, BUYER must notify SELLER in writing
213 within 10 days from date of contract advising of termination of contract, include copy of report(s), and receive a refund
214 of deposit.

215 3. BUYER acknowledges that BUYER has inspected the property prior to signing this contract and waives the right to do
216 any further inspections.

217 BUYER reserves the right to do a final walk through inspection prior to BUYER’s possession or closing, whichever occurs first,
218 to verify SELLER has made repairs required and has met the maintenance requirement. If contract fails to close, BUYER will
219 repair all damages to the Property resulting from BUYER’S inspections, other than Wood Destroying Organism Inspection, and
220 return the Property to its pre-inspection condition.

221 13. MAINTENANCE: SELLER shall maintain property, including items repaired/remedied, lawn, shrubbery, pool, and other improvements,
222 if any, until BUYER’s possession or closing, whichever occurs first, in the same condition as at time of contract, ordinary wear and tear
223 excepted unless otherwise agreed to by other provisions of this contract.

224 14. RISK OF LOSS: The risk of loss or damage to the property is assumed by SELLER until closing. If property is damaged in excess of
225 3% of purchase price, BUYER shall have the option to void this contract and receive a refund of deposit. If property is damaged less
226 than 3% of purchase price, SELLER shall restore property within 15 days to original condition as of the date of the contract and
227 proceed to closing. SELLER will notify BUYER, in writing, if property cannot be restored within 15 days. BUYER will then notify
228 SELLER, in writing, of intent to terminate contract unless BUYER and SELLER agree to extend this provision in writing.

229 15. EVIDENCE OF TITLE; DOCUMENTS; RESTRICTIONS; EASEMENTS: Per Clause #6, party ordering title insurance shall order
230 from a Florida licensed title insurer, for delivery to the proposed title insured, a title binder to be followed by a title insurance policy
231 upon recording of conveyance. Said policy(s) to insure the title to that real property, subject only to liens, encumbrances, exceptions
232 or qualifications set forth in this contract and those which shall be discharged at or before closing. If a defect in title is discovered,
233 SELLER shall have 15 days from receipt of notice of said defect within which to clear same at SELLER’s expense. If any such title
234 defect cannot be cured within the 15 days, BUYER shall have the option of accepting the title as is or receiving a refund of deposit.
235 **BUYER IS ADVISED TO HAVE OWNER’S TITLE INSURANCE ON ALL TRANSACTIONS.** Title to real property shall be
236 conveyed by WARRANTY DEED unless otherwise agreed in writing. SELLER represents that SELLER has legal authority and
237 capacity to convey title to the property with all improvements. SELLER shall furnish to BUYER a SELLER’s lien affidavit that there
238 have been no improvements to subject property for 90 days preceding date of closing for which a lien could be filed. If subject property
239 has been repaired within 90 days preceding closing date, the SELLER shall deliver SELLER’s lien affidavit indicating payment of all
240 sums owed. If closing company charges for preparation of deed and/or lien affidavit, cost of preparation shall be paid for by party
241 choosing closing company. Upon request, copies of all documents shall be furnished at least 24 hours prior to closing. BUYER agrees
242 to take title to the property subject to any assumed mortgage(s), purchase money mortgage(s), taxes for the current and subsequent
243 years, special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications,
244 public utility easements, and restrictive covenants of record.

245 16. SPECIAL ASSESSMENT LIENS: Special assessment liens as of the date of closing are to be paid by SELLER. Pending assessment(s)
246 as of date of closing shall be assumed by BUYER, provided, however, that where the improvement has been substantially completed
247 as of date of the contract, such pending assessment(s) shall be considered a lien and SELLER shall be charged at closing an amount
248 equal to the last estimate of the improvement assessment. **Any pending assessment lien not disclosed to BUYER in writing prior to final
249 execution of contract shall permit BUYER to void this contract and receive a refund of deposit, unless paid by SELLER in full prior to or
250 at time of closing.**

251 17. LEASED PROPERTY: SELLER shall furnish to BUYER copies of all written leases, or estoppel letters from any persons without
252 written occupancy agreements, within 5 days from date of contract. Estoppel letters shall specify the nature and duration of occupancy,
253 and verify all rents and rental deposit monies. If leases or estoppel letters are not received, or are unacceptable, BUYER may terminate
254 contract by notifying SELLER in writing within 10 days from date of contract and receive a refund of deposit. All rental deposit
255 monies and advance rents shall be transferred to BUYER at closing.

256 **18. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: IF THE DISCLOSURE SUMMARY REQUIRED BY FLORIDA**
257 **STATUTES HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT**
258 **FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT WRITTEN**
259 **NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY**
260 **OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS**
261 **NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.**

- 262 BUYER has been provided above referenced disclosure
263 See contingency in Buyer's Disclosures attached.

264 **19. FAILURE OF PERFORMANCE:** If BUYER fails to perform this contract within the time specified (including payment of all deposits)
265 the deposit paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for
266 the execution of this contract and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations
267 under contract; **OR** SELLER at SELLER's option, may proceed to enforce SELLER's rights by seeking specific performance. If, for
268 any reason other than failure of SELLER to make SELLER's title marketable after diligent effort, SELLER fails, neglects or refuses to
269 perform this contract, the BUYER may seek specific performance or elect to receive the return of BUYER's deposits without thereby
270 waiving any action for damages resulting from SELLER's breach.

271 **20. ATTORNEY FEES AND COSTS:** In connection with any litigation, including appeals, arising out of this contract, the prevailing
272 party shall be entitled to recover all costs incurred, including reasonable attorney fees.

273 **21. ADDENDUM** attached, which upon execution by both parties are made an integral part of this Contract for Sale and Purchase:

274 **Buyer's Disclosures which BUYER acknowledges signing prior to contract execution.**

- 275 Tallahassee Board of Realtor's Special Clause Addendum
276 Insulation Rider (new residence only)
277 Lead Base Paint Disclosure (if built prior to 1978)
278 FHA Inspection Rider
279 Condominium Riders
280 #_____ Additional Riders described as follows:

281 _____
282 _____

283 **22. SPECIAL CLAUSES:** _____

284 _____
285 _____
286 _____
287 _____
288 _____
289 _____
290 _____
291 _____
292 _____
293 _____
294 _____
295 _____
296 _____
297 _____
298 _____
299 _____

- 300 **23. TYPEWRITTEN; WRITTEN; OTHER AGREEMENTS; FACSIMILE:**All parties of this contract, and Brokers and Sales Associates, by
 301 signatures below, do hereby certify that the terms stated in this agreement are true to the best of their knowledge and belief. Upon
 302 final execution by all parties, this contract constitutes the sole and entire agreement between the parties hereto and no other
 303 agreement exists except those in writing, signed, or initialed and dated by all parties. Typed or written provisions inserted in this
 304 contract, or amended by attached addenda, shall control all printed provisions in conflict, and the placement of "X" or "✓" within a
 305 box shall make the provision applicable. If communication is transmitted by facsimile (FAX), execution shall be considered
 306 binding by parties for the purpose of this contract, any addendum, and any future addenda to this contract.
- 307 **24. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF A REAL ESTATE**
 308 **ATTORNEY PRIOR TO SIGNING. THIS CONTRACT SHALL NOT BE RECORDED.**
- 309 **25. TIME FOR ACCEPTANCE; DATE OF CONTRACT:** If this agreement is not executed by SELLER and BUYER prior to
 310 (_____ M) on _____, the deposit shall be returned to BUYER and this offer shall be null and void.
 311 The date of this contract shall be the date when the last party dated and signed or dated and initialed acceptance of the final offer,
 312 either by fax or original.If final faxed copy and original contract have different dates, the earliest date shall be the date of the contract.
- 313 **26. TIME IS OF THE ESSENCE IN THIS AGREEMENT. ALL REFERENCES TO TIME FRAMES SHALL BE CALENDAR DAYS**
 314 **INCLUDING WEEKENDS AND HOLIDAYS.**

315 _____ BUYER _____ SELLER

316 _____ DATE _____ DATE

317 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

318 _____ BUYER _____ SELLER

319 _____ DATE _____ DATE

320 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

321 By signature below Selling Sales Associate acknowledges receipt of initial deposit of \$_____ (if check, subject to
 322 clearance). It shall be held in trust pending disbursement according to terms hereof, together with all additional deposits held in trust by
 323 terms of this contract. Failure of clearance of deposits shall not excuse performance by BUYER. **If disbursement instructions from**
 324 **BUYER and SELLER are in conflict, Broker is obligated to seek remedy as per F.S. 475.25** for funds held in Broker's Trust Account.

325 _____ For: _____
 SELLING SALES ASSOCIATE (PRINT NAME) COMPANY (PRINT) PHONE

326 _____
 SELLING SALES ASSOCIATE SIGNATURE DATE

327 _____ For: _____
 LISTING SALES ASSOCIATE (PRINT NAME) COMPANY (PRINT) PHONE

328 _____
 LISTING SALES ASSOCIATE SIGNATURE DATE