



SALES CONTRACT (RESIDENTIAL IMPROVED PROPERTY)



SELLER: _____

BUYER: _____

SELLER: _____

BUYER: _____

ADDRESS: _____

ADDRESS: _____

1 UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE
2 FOLLOWING TERMS AND CONDITIONS, the real property hereafter legally described, and all existing fixtures and built-in appliances (the
3 "Property"), together with the following personal property: refrigerator(s), stove(s), dishwasher(s), microwave(s), washer(s), dryer(s), ceiling fan(s),
4 wall-to-wall carpeting, rods, draperies, curtains, blinds, shades, decorative shutters, and other window treatments, storm shutters and panels,
5 garage door opener(s) and remote(s), security and other access devices (including to community property), and _____

6 _____,

7 and the additional personal property, if any, listed on the attached inventory (all collectively the "Personal Property"). The following items are
8 specifically excluded from this Contract:

9 _____.

10 The Personal Property shall be free from liens and is deemed without value, left for the convenience of the parties, and transferred without
11 consideration, unless otherwise agreed to by the parties.

12 The address of the Property is: _____

13 **LEGAL DESCRIPTION OF THE PROPERTY:**

14 _____, _____ County, Florida.

15 IF THE PROPERTY IS A COOPERATIVE PARCEL, THE COOPERATIVE ADDENDUM TO SALES CONTRACT (RESIDENTIAL IMPROVED
16 PROPERTY) IS INCORPORATED HEREIN AND MADE AN INTEGRAL PART OF THIS CONTRACT.

17 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # _____,

18 Garage(s) # _____, Cabana(s) # _____, Storage Locker(s) # _____, Boat Dock(s) or Slip(s) # _____, and other

19 common elements and common areas to which SELLER has an exclusive right of use and the right to convey.

20 **1. PURCHASE PRICE:** The purchase price (U.S. currency), which is allocated to the Property

21 only unless otherwise stated, shall be payable as follows:\$ _____

22 **A.** Initial Deposit to be held in escrow\$ _____

23 **[SELECT ONE. IF NO SELECTION IS MADE, ACCOMPANIES OFFER SHALL APPLY.]**

24 accompanies offer is due on the Effective Date is due not later than _____ days after the Effective Date.

25 Additional Deposit to be received in escrow not later than _____ days after the

26 Effective Date\$ _____

27 **B.** Proceeds of mortgage, if any [See Paragraph 4.B.]\$ _____

28 **C.** Proceeds of SELLER mortgage, if any [see Paragraph 4.C.]\$ _____

29 **D.** Other: _____ \$ _____

30 **E.** Balance of the purchase price, payable from BUYER to the closing agent
31 at closing, subject to adjustments and prorations, of approximately\$ _____

32 Closing funds and all deposit funds tendered to the closing agent within 15 days prior to closing shall be paid by wire transfer. All
33 international funds shall be paid by wire transfer. All deposits are subject to collection.

34 **2. PERIOD OF OFFER AND COUNTER-OFFER; EFFECTIVE DATE:** This offer is revoked if not accepted and the signed offer delivered to
35 offeror, by _____ AM PM on _____ {Insert Date}. Any counter-offer is revoked if not accepted
36 and the signed counter-offer delivered to counter-offeror not later than 2 days after delivery of the counter-offer.

37 The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. ALL CHANGES TO THE
38 OFFER OR COUNTER-OFFER MUST BE INITIALED AND DATED. THE LATEST DATE SET FORTH ON THIS CONTRACT BY EITHER
39 PARTY'S SIGNATURE OR INITIALS SHALL BE THE EFFECTIVE DATE.

40 **3. CLOSING DATE; TIME OF THE ESSENCE; CLOSING LOCATION; CLOSING AGENT; POSSESSION:** Closing shall occur on
41 _____ {Insert Date} (the "Closing Date"). **Time is of the essence as to the Closing Date.** Closing shall
42 occur in the county where the Property is located, at an office designated by the closing agent, who shall be selected by BUYER. BUYER shall
43 be the legal owner of the Property as of the closing, and SELLER shall vacate and give possession of the Property at the closing. SELLER
44 shall leave the dwelling(s) on the Property in broom-clean condition and the entire Property free of debris.

45 **4. METHOD OF PAYMENT [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:** **A. CASH:** BUYER will pay cash, or may
46 obtain a loan, for the purchase of the Property; however, there is no financing contingency; **B. FINANCING CONTINGENCY:** Subject to the
47 provisions of this paragraph, BUYER's obligation to purchase the Property is contingent upon BUYER obtaining a loan, unless waived by BUYER
48 as set forth below, in at least the amount shown in 1.B. above, to be secured by a mortgage on the Property at **[SELECT ONE. IF NO**
49 **SELECTION IS MADE, (1) SHALL APPLY]:** (1) an initial or (2) fixed rate of interest not exceeding _____ % per year, for an
50 amortized term of _____ years [30 years if left blank]. BUYER shall apply for the loan not later than _____ days after the Effective Date [10
51 days if left blank], and shall make a continuing good faith and diligent effort to obtain said loan. If BUYER fails to waive this financing
52 contingency on or before _____ {Insert Date} [45 days after the Effective Date if left blank], either SELLER or
53 BUYER may terminate this Contract at any time. BUYER's termination under this contingency must be accompanied by either (i) an Equal
54 Credit Opportunity Act statement of adverse credit action issued by an institutional lender confirming that mortgage financing on the terms set
55 forth in this Contract was denied on grounds that either the Property was unacceptable to the lender or the BUYER financially failed to qualify
56 for said financing terms, or (ii) other evidence from the lender that BUYER has complied with and completed the application process but has
57 received neither loan approval nor loan denial from the lender. SELLER's right to terminate shall cease to exist if BUYER waives this financing
58 contingency prior to SELLER giving BUYER notice of termination. **If BUYER waives this contingency and is unable to close on the**
59 **Closing Date due to a delay caused solely by the lender, BUYER may extend the Closing Date up to 5 days to accommodate receipt**
60 **and execution of the loan package and loan funding. Delivery of documentation evidencing loan commitment or loan approval shall**
61 **not constitute a waiver of the financing contingency. BUYER acknowledges that once BUYER waives this financing contingency,**
62 **BUYER's deposit monies are no longer refundable under this Paragraph 4.** **C. SELLER FINANCING.** The "Addendum to Sales
63 Contract Seller Financing" is attached hereto and made a part hereof.

64 **5. CDD/MSTU SPECIAL TAX DISTRICTS:** The Property is is not located within a Community Development District ("CDD") or
65 Municipal Service or Benefit Taxing Unit ("MSTU"). Buyer will at closing assume any outstanding capital assessment balance. **If the Property**
66 **is located within a CDD or MSTU, and if there is any outstanding capital balance, BUYER should not execute this Contract until**
67 **BUYER has received and signed the "Addendum to Sales Contract CDD/MSTU Assessments Disclosure" or similar written**
68 **disclosure from SELLER setting forth the approximate outstanding capital assessment balance, which BUYER will assume at**
69 **closing.**

70 **6. INSPECTIONS; WAIVER [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:** **A. INSPECTIONS:** BUYER reserves
71 the right to conduct the inspections provided for in Standard D.2.a. and the rights and remedies provided for in Standard D.2.b. shall apply; OR
72 **B. DUE DILIGENCE/INSPECTIONS:** BUYER reserves the right to conduct the inspections provided for in the attached "Addendum
73 to Sales Contract "As Is" Sale of Property/Due Diligence," OR **C. WAIVER:** BUYER waives all inspection rights and remedies and
74 accepts the Property in its "as is" condition on the Effective Date, including the conditions disclosed in Standard D.1. and/or in Other Terms
75 and Conditions; however, BUYER retains the walk-through inspection rights set forth in Standard D.2.c (2), (3), and (4) and SELLER's
76 obligation to maintain the Property in accordance with Standard D.2.d. remains in effect.

REAL ESTATE TRANSACTION STANDARDS**78 STANDARD A - TITLE; TITLING INSTRUCTIONS; ASSIGNMENT; TAX DEFERRED EXCHANGE.**

79 **1. MARKETABLE TITLE:** Title to the Property shall be good and marketable according to the Uniform Title Standards promulgated
80 by the Florida Bar, and have legal access, subject only to the following exceptions: (a) ad valorem and non ad valorem real property
81 taxes for the year of closing and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental
82 authority; (c) outstanding oil, gas and mineral interests of record, if any; and (d) restrictions, reservations and easements common to the
83 subdivision, provided that none of the foregoing shall prevent use of the Property for residential purposes.

84 **2. TITLING INSTRUCTIONS FROM BUYER; ASSIGNMENT:** Not later than 15 days prior to the Closing Date, BUYER shall deliver to
85 SELLER the name(s), address, manner in which title will be taken, and a copy of any assignment executed by BUYER. No assignment
86 shall release BUYER from the obligations of this Contract unless SELLER consents in writing to such release.

87 **3. TAX DEFERRED EXCHANGE:** If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section
88 1031, the other party shall cooperate in accomplishing the exchange, and consents to the assignment of this Contract to a qualified
89 exchange intermediary for that purpose, provided there is no additional cost or delay in closing and the exchanger is not released from
90 liability under this Contract.

91 **STANDARD B - TITLE EVIDENCE; EXAMINATION; DEFECTS; LEGAL ACCESS; CLEARANCE.** Not later than 10 days after the
92 Effective Date, SELLER shall furnish to BUYER a complete copy of SELLER's owners title insurance policy. If the Property is located in
93 Collier County and SELLER fails to furnish a copy of the policy within the above time period, SELLER shall give BUYER a \$150.00
94 credit at closing in lieu thereof. BUYER shall have 30 days after the Effective Date ("Examination Period") for examination of title and
95 determination of legal access. BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public
96 right of way sufficient for residential use. If title is found defective or legal access is found to be lacking, BUYER shall, within the
97 Examination Period, notify SELLER specifying the title defect(s) or lack of legal access, and furnish copies of the title evidence and
98 instruments evidencing such title defect(s) or lack of legal access. If the title defect(s) render(s) title unmarketable, or if SELLER cannot
99 deliver possession, or if there is no legal access, SELLER shall have 30 days after receipt of said notice and copies from BUYER
100 (the "Clearance Period") to clear or remove such title defect(s), deliver possession, and/or provide legal access, at SELLER's expense.
101 SELLER will use diligent effort to correct the title defect(s), deliver possession, and/or provide legal access within the Clearance Period,
102 including the bringing of necessary suits. If the Closing Date is prior to the expiration of the Clearance Period, then the Closing Date
103 shall be extended until the earlier of (i) 5 days after Seller corrects the title defect(s), delivers possession, and/or provides legal access
104 or (ii) 5 days after the expiration of the Clearance Period. SELLER shall not be liable to BUYER for damages if SELLER cannot render
105 title marketable, deliver possession and/or provide legal access. If SELLER does not clear or remove the title defect(s), deliver
106 possession or provide legal access within the Clearance Period, BUYER may elect either to accept such title, possession, and/or
107 access as SELLER can provide or to terminate this Contract by giving Seller notification of such election not later than one business day
108 after expiration of the Clearance Period. If BUYER makes no such election, BUYER shall be deemed to have accepted such title,
109 possession and access as SELLER can provide and close within the later of (i) 5 days after expiration of the Clearance Period or (ii) the
110 Closing Date. A monetary lien upon the Property shall not constitute a title defect if said lien can be paid and satisfied from SELLER's
111 proceeds at closing.

112 STANDARD C - SURVEY; COASTAL CONSTRUCTION CONTROL LINE.

113 **1. SURVEY AND SURVEY OBJECTIONS:** Unless the Property is a condominium or cooperative unit, SELLER shall furnish to
114 BUYER, not later than 10 days after the Effective Date, a complete copy of any survey of the Property which has been certified to
115 SELLER, if available (together with flood elevation certificate, if applicable). If to SELLER's knowledge there are no improvements or
116 encroachments currently located upon the Property other than as shown on the SELLER's survey, SELLER shall execute an affidavit of
117 "no change" affirming same to BUYER. BUYER may, at BUYER's expense, have the Property surveyed not later than 5 days prior to
118 the Closing Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (a) an encroachment
119 onto the Property; (b) that an improvement located on the Property projects onto lands of others; (c) an improvement on the Property
120 violates a zoning, building or other governmental use restriction; (d) an improvement on the Property violates any recorded covenant or
121 restriction, or any covenant of this Contract; or (e) lack of legal access (collectively "Survey Objections"), BUYER may, within the Survey
122 Period, notify SELLER of the Survey Objections and shall furnish a copy of the survey. The Survey Objections shall be treated as a title
123 defect(s). If BUYER fails to obtain a survey within the Survey Period, BUYER waives any right to object to any matters which might have
124 been shown on a survey. If BUYER fails to make any Survey Objections within the Survey Period, BUYER waives any Survey
125 Objections.

126 **2. COASTAL CONSTRUCTION CONTROL LINE:** (a) If any portion of the Property lies seaward of the Coastal Construction Control
127 Line, Florida law requires the following disclosure: The property being purchased may be subject to coastal erosion and to federal, state
128 or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection
129 structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department
130 of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property
131 being purchased. (b) If any portion of the Property lies seaward of the Coastal Construction Control Line, BUYER waives the right to
132 receive a survey or affidavit from SELLER delineating said line upon the Property.

133 **STANDARD D - DISCLOSURES; INSPECTIONS AND REMEDIES; ELECTION AND RESPONSE; WALK-THROUGH INSPECTION;**
134 **RISK OF LOSS.**

135 **1. DISCLOSURES:**

136 a. **GENERAL:** SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are
137 readily observable by BUYER, or which have been disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer
138 (or counter-offer, as applicable).

139 b. **WETLANDS; SUITABILITY:** Except as disclosed to BUYER in the manner set forth in Standard D.1.a., SELLER does not
140 know of any portion of the Property that has been determined to be wetlands, or of any other condition or circumstance adversely
141 affecting the Property which might impair its suitability for residential use or construction.

142 c. **RADON GAS:** Florida law required disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in
143 a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed
144 federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be
145 obtained from your county health department.

146 d. **ENERGY EFFICIENCY:** BUYER acknowledges receipt of the Department of Community Affairs brochure on the Florida
147 Building Energy Efficiency Rating System.

148 e. **LEAD BASED PAINT/PAINT HAZARDS:** If construction of the residence on the Property was commenced prior to 1978,
149 SELLER is required to complete, and SELLER and BUYER are required to sign and attach to this Contract, the Addendum entitled
150 "Lead-Based Paint and/or Lead-Based Paint Hazards: Disclosure of Information and Acknowledgement."

151 f. **MOLD:** In Florida, mold is commonly found both indoors and outdoors. Interior infestation by certain mold may cause property
152 damage and health problems for some persons.

153 g. **INSURANCE:** Prior to signing this Contract, BUYER is advised to consult with insurance professionals to ascertain the
154 availability and cost of casualty, wind, and/or flood insurance, and further that insurance may be required if BUYER is financing the
155 purchase. Except as previously disclosed to BUYER, Seller represents that SELLER is unaware of any past insurance claims on the
156 Property which would increase the cost or restrict the availability of insurance coverage for the Property.

157 h. **FIRE SPRINKLER/SAFETY SYSTEM RETROFIT:** If the Property is located in a condominium or cooperative building greater
158 than 75 feet in height requiring retrofit for fire sprinklers or other life safety systems as shown on the list created by the local district fire
159 marshal, BUYER may terminate this Contract within the statutory rescission period set forth in Standard I.

160 i. **PERMITS AND VIOLATIONS:** SELLER does not know of any improvements to the Property which were made without proper
161 permit(s) or certificate(s) of occupancy/substantial completion (where required), of any existing violations of local ordinances or codes,
162 or of any pending code enforcement violations or proceedings affecting the Property. If the Property is located in unincorporated Collier
163 County, SELLER and BUYER acknowledge receipt of the Collier County Code Compliance Residential Program brochure.

164 j. **PROPERTY TAX DISCLOSURE:** Florida law required disclosure: BUYER should not rely on the SELLER's current property
165 taxes as the amount of property taxes that BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership
166 or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions
167 concerning valuation, contact the county property appraiser's office for information.

168 k. **ZONING:** SELLER has not commenced any proceedings to change the current zoning classification of the Property, nor will
169 SELLER initiate any such proceedings. SELLER has not received notice from any third party(ies) of any proceedings which would affect
170 the current zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly notify BUYER of same,
171 and if the proposed zoning would prevent the current use of the Property, BUYER may terminate this Contract not later than 5 days after
172 receipt of said notice.

173 l. **COMMUNITY INVESTIGATION.** BUYER is advised that any condominium, cooperative and/or homeowners' documents
174 received by BUYER may not include important information about the community(ies) where the Property is located, including without
175 limitation pending foreclosures, types and amounts of insurance coverage, current budget and reserve amounts, and status of
176 delinquent assessments; ownership, financial and membership status of private clubs, golf course(s), marina(s), and other amenities;
177 the status of the developer(s) if the community or any portion thereof is developer-controlled; and facts about the surrounding
178 community(ies), school districts and public and government infrastructure plans. SELLER by signing this Contract designates BUYER
179 as SELLER's representative for purposes of obtaining said information.

180 m. **SQUARE FOOTAGE.** BUYER is aware that any reference to the square footage and size of the Property and improvements
181 thereon is approximate and is not warranted, and should be independently verified by BUYER prior to execution of this Contract.

182 **2. INSPECTIONS:**

183 **a. INSPECTION PERIOD; INSPECTION ITEMS:** BUYER shall have 15 days after the Effective Date (the "Inspection Period") to
184 have the Property and improvements thereon inspected at BUYER's expense as follows: (1) all major appliances and equipment; fire
185 sprinkler, irrigation, well, septic, heating, cooling, electrical, plumbing and security systems; major mechanical components; roof
186 (including fascia and soffits); ceilings; walls; windows and doors (including overhead door(s)); foundation; swimming pool, spa and
187 pool/spa deck(s), and pool/lanai enclosure(s); seawall; dock(s); boat lifts/davits and related electrical and mechanical components,
188 if any (collectively "Systems and Equipment"), by an appropriately Florida licensed inspection company and/or licensed contractor who
189 holds a Florida license to repair and maintain the items inspected, and/or (2) radon gas, by a Florida certified radon measurement
190 technician or specialist, and/or (3) lead-based paint or lead-based paint hazards, by an EPA-certified lead exposure risk assessor,
191 and/or (4) termites or other wood-destroying organisms, by a certified pest control operator, and/or (5) air sampling, surface sampling
192 and/or dust sampling performed by a qualified indoor air quality inspector for the presence of toxic and pathogenic molds, and/or (6) the
193 existence of any open building permits, non-conforming structures, unpermitted improvements, or existing violations of local ordinances
194 or codes, by an appropriately Florida licensed inspection company, licensed contractor or attorney (collectively the "Inspection Items").

195 All inspections shall be non-invasive and shall not entail any perforation or removal of structural material unless approved in
196 advance by SELLER. Upon reasonable notice, SELLER shall provide access and utilities service to the Property to facilitate the
197 inspections. BUYER shall repair any and all damage to the Property resulting from or caused by the inspections and shall otherwise
198 return the Property to its condition prior to the inspections. BUYER will indemnify and hold SELLER harmless from and against
199 all losses, damages, costs, claims and expenses of any nature, including attorneys fees (collectively "Losses"), and from and against
200 any liability to any person arising from, out of or in connection with the inspections, except as to Losses resulting from negligence or
201 intentional acts or omissions of SELLER.

202 **b. DEFECTIVE INSPECTION ITEMS; BUYER'S ELECTION AND SELLER'S RESPONSE:** Except as to any Defective
203 Inspection Items disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or counter-offer, as applicable), if
204 any inspection conducted during the Inspection Period reveals: (1) that any Systems and Equipment are not in Working Condition,
205 and/or (2) the presence of radon gas at a level at or above EPA action levels (4.0 picocuries per litre of air), and/or (3) the presence of
206 lead-based paint or lead-based paint hazards requiring abatement under HUD/EPA protocols, and/or (4) the existence of active
207 infestation by termites or other wood-destroying organisms and/or visible damage caused by active or past infestation; and/or (5) the
208 presence of toxic or pathogenic molds within the interior of the dwelling(s) exceeding the levels of such molds measured upon the
209 exterior of the dwelling. Penicillium aspergillus and other allergenic molds shall not be deemed toxic or pathogenic molds for purposes of this
210 Contract, and/or (6) any open building permits, non-conforming structures, unpermitted improvements, or existing violations of local
211 ordinances or codes (collectively the "Defective Inspection Items"), BUYER shall, not later than 5 days after expiration of the Inspection
212 Period: (a) notify SELLER of any Defective Inspection Items, and (b) furnish to SELLER a copy of the inspection report(s) documenting
213 the Defective Inspection Items, and (c) notify SELLER of BUYER's election either to: (i) receive a credit from SELLER at closing in lieu
214 of any repairs, replacements, treatment, mitigation or other remedial action necessary to bring the Defective Inspection Items into
215 compliance with the relevant standards set forth above (the "Remedial Action"). If BUYER elects to receive a credit, the amount of the
216 credit shall be stated at the time of BUYER's election, and be equivalent to the estimated costs of the Remedial Action, or (ii) have
217 SELLER take Remedial Action at SELLER's expense, or (iii) a combination of (i) and (ii). If BUYER makes no election, BUYER shall be
218 deemed to have accepted the Property in the condition it existed on the Effective Date, subject to the provisions of Standard D.2.c. (2),
219 (3), and (4).

220 Not later than 10 days after receipt of the written notice and inspection report(s) from BUYER ("SELLER's Response
221 Deadline"), SELLER shall notify BUYER whether SELLER agrees to BUYER's request ("SELLER's Response"). If SELLER refuses
222 BUYER's request by the SELLER's Response Deadline, then BUYER may terminate this Contract not later than 5 days after receipt of
223 SELLER's Response. If BUYER does not elect to terminate this Contract, BUYER is deemed to have accepted the Property in the
224 condition it existed on the Effective Date, except that BUYER retains the walk-through inspection rights set forth in Standard D.2.c.(2),(3),
225 and (4) below. If SELLER fails to respond by the SELLER's Response Deadline, SELLER shall be deemed to have refused BUYER's
226 request, and BUYER may terminate this Contract not later than 5 days after the SELLER's Response Deadline.

227 If any Remedial Action requested by BUYER requires the approval of any community association governing the Property, and
228 SELLER fails to furnish BUYER with written documentation of said association's approval not later than 5 days prior to the Closing Date,
229 BUYER may terminate this Contract.

230 If BUYER does not have the Inspection Items inspected, or fails to do so within the Inspection Period, or fails to timely report
231 any Defective Inspection Items to SELLER, BUYER shall be deemed to have accepted the Property in the condition it existed on the
232 Effective Date, except that BUYER retains the rights set forth in Standard D.2.c.(2), (3), and (4) below.

233 Remedial Action shall be deemed to have been properly performed when (1) the Systems and Equipment are placed in
234 Working Condition, (2) radon gas within the residence on the Property is reduced to below EPA action levels, (3) lead-based paint and
235 paint hazards on the Property are removed or contained in accordance with HUD/EPA guidelines, (4) any active infestation of termites
236 or other wood-destroying organisms is exterminated or treated, and all visible damage caused by active or past infestation is repaired or
237 replaced; and (5) toxic or pathogenic molds are no longer present within the dwelling(s) at levels exceeding those measured upon the
238 exterior of the dwelling, and (6) written documentation is provided from the appropriate government authority evidencing that all open
239 permits have been closed out and/or all structures lawfully exist on the Property and/or all unpermitted improvements to the Property
240 have now been properly permitted and said permits closed out and all violations of local ordinances and codes are corrected. SELLER
241 shall make a diligent effort to perform and complete all Remedial Action prior to the Closing Date, failing which a sum equivalent to
242 200% of the estimated costs of completing the Remedial Action shall be paid by SELLER into escrow at closing pending completion.

243 Systems and Equipment shall be deemed to be in Working Condition if operating in the manner designed to operate. The roof,
244 ceiling, interior and exterior walls, foundation, swimming pool, spa and pool/spa deck(s) shall be in Working Condition if structurally
245 sound and watertight. Seawalls, docks, and pool/lanai enclosure(s) shall be in Working Condition if structurally sound. SELLER shall not
246 be obligated to take Remedial Action or grant a credit in lieu of Remedial Action with regard to any Cosmetic Condition, which is defined
247 as an aesthetic imperfection which does not affect the Working Condition of the item, including corrosion; tears; worn spots;
248 discoloration of floor covering or wallpaper or window treatments; missing or torn screens; nail holes; scratches; dents; chips; caulking;
249 pitted pool surfaces; minor cracks in windows, driveways, sidewalks, pool/spa decks and garage, tile, lanai and patio floors; and cracked
250 roof tiles, curling or worn shingles and limited roof life, so long as there is no evidence of structural damage or leakage.

251 No cost to repair or replace any Systems and Equipment item shall exceed the fair market value of that item if it were in
252 Working Condition.

253 **c. WALK-THROUGH INSPECTION:** BUYER (or a designated representative) may conduct a walk-through inspection of the
254 Property prior to closing or possession, whichever is earlier, to confirm: (1) completion of any Remedial Action agreed to by SELLER in
255 Standard D.2.b. above, (2) that the Personal Property being conveyed as part of this Contract remains on the Property, (3) that the
256 personal property items which are not being conveyed as part of this Contract have been removed from the Property, and (4) that
257 SELLER has maintained the Property and Personal Property as required in Standard D.2.d. below. Upon reasonable notice, SELLER
258 shall provide access and utilities service to the Property to facilitate the walk-through inspection.

259 If SELLER fails to maintain the Property or Personal Property as required in this Standard, or if the Property or Personal Property
260 suffers any loss or damage prior to the Closing Date, SELLER shall, at BUYER's request, either perform Remedial Action with respect
261 to the Property and/or restore the Personal Property to the condition required by this Standard prior to the Closing Date, or provide a
262 credit acceptable to BUYER at closing equivalent to the estimated cost of the Remedial Action and the repairs and/or replacements
263 required to restore the Personal Property to the condition required by this Standard, failing which, SELLER shall escrow at closing a
264 sum equivalent to 200% of the estimated costs for payment to appropriately licensed contractor(s) performing the Remedial Action and
265 repairs to and/or replacements of the Personal Property.

266 Notwithstanding the foregoing, if any casualty loss or damage occurring after the Effective Date of this Contract renders the
267 Property at closing either: (a) uninsurable under the residential underwriting standards of the Citizens Property Insurance Corporation,
268 or (b) unfit for habitation under state or local building codes, either BUYER or SELLER may terminate this Contract.

269 **d. MAINTENANCE OF PROPERTY; RISK OF LOSS:** SELLER shall maintain the Property, including without limitation the lawn,
270 shrubbery, and landscaping and the Personal Property, in the condition existing on the Effective Date until the Closing Date or date of
271 possession, whichever is earlier, except for ordinary wear and tear and any Remedial Action agreed to by SELLER under Standard
272 D.2.b. above. Any future loss and/or damage to the Property or Personal Property between the Effective Date of this Contract and the
273 Closing Date or date of possession, whichever is earlier, shall be at SELLER's sole risk and expense. SELLER shall maintain all
274 existing casualty insurance until disbursement.

275 **STANDARD E - SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable: (1) the title
276 evidence or credit specified in Standard B; (2) if the Property is located in Lee or Charlotte County, the premium for the owners title
277 insurance policy issued by the closing agent selected by BUYER, and the charges for title search and title continuation through the date
278 of deed recording; (3) preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with
279 warranties of ownership and freedom from encumbrances, condominium/homeowner association estoppel letter(s), broker
280 compensation verifications; tenant estoppel letter(s), copies and assignment(s) of lease(s), and an affidavit regarding liens, possession,
281 and withholding under FIRPTA, in a form sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter from existing
282 lender(s); (5) documentary stamps on deed; (6) real estate broker's compensation contractually agreed to by SELLER (to be disbursed
283 by closing agent at closing); (7) utility services to the Closing Date; (8) the full amount of condominium/homeowner association special
284 assessments and governmentally imposed liens or special assessments (other than CDD/MSTU assessments which are addressed in
285 Paragraph 5), which are a lien or a special assessment that is certain as to the identity of the lienor or assessor, the property subject to
286 the lien or special assessment, and the amount of the lien or special assessment, on or before the Effective Date; (9) SELLER's
287 attorney fees, (10) if SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing
288 and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto; (11) reimbursement of
289 prepaid estoppel fees and other costs advanced on behalf of Seller; and (12) wire fees associated with transfer(s) of SELLER proceeds
290 and payoffs.

291 **STANDARD F - BUYER'S INSTRUMENTS AND EXPENSES.** BUYER shall pay for and provide, when applicable, including any sales
292 tax due thereon: (1) recording fee for deed; (2) all costs of any institutional loan secured by BUYER; (3) the premium for lender title
293 insurance policy, and if the property is located in Collier County, the premium for the owners title insurance policy issued by the closing
294 agent selected by BUYER and the charges for title search, and title continuation through the date of deed recording; (4) recording
295 membership approval; (5) survey charges; (6) condominium/homeowner association membership transfer fee;
296 (7) condominium/homeowner association resale transfer fee/capital contribution; (8) pending liens or special assessments (liens or
297 special assessments other than those described in Standard E(8). If it is determined that there are pending liens or special assessments
298 which do not fall under Standard E(8) above, which were not disclosed in writing to BUYER by SELLER prior to or concurrent with the
299 execution of this Contract, and which exceed a sum equivalent to 1% of the purchase price, BUYER may terminate this Contract, unless
300 SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1% of the purchase price, and
301 SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid; (9) real estate brokerage
302 compensation contractually agreed to by BUYER (to be disbursed by closing agent at closing); (10) BUYER's attorneys fees;
303 (11) BUYER shall promptly pay and indemnify and hold SELLER harmless against any claims or liens upon the Property for surveyor or
304 other services furnished to the Property at the request of BUYER; (12) code enforcement lien search fees, and (13) reimbursement of
305 prepaid application fees and other costs advanced on behalf of BUYER.

306 **STANDARD G - PRORATIONS; CREDITS.** These items will be prorated as of the Closing Date, with BUYER charged with and entitled
307 to the Closing Date, or the possession date, whichever is earlier: (1) real and personal property taxes based on the current year, if
308 available. If not available, the taxes shall be based on the TRIM "Your Taxes This Year if PROPOSED Budget is Adopted" amount and
309 current year non-ad valorem amount(s), if available; otherwise the prior year non-ad valorem amounts. If neither the current year tax or
310 TRIM amounts are available, the taxes shall be based on the prior year's bill (without discount or exemptions no longer available in the
311 year of closing). If completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of
312 the year of closing, which did not exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current
313 year millage rate to the current year taxable value of the Property. If the current year millage rate is not fixed, the prior year millage rate
314 shall be applied. If the current year taxable value is not fixed, the taxes shall be estimated for proration by applying the most current
315 fixed millage rate to a sum equivalent to 80% of the purchase price. A tax proration based upon any estimated tax shall, at the request
316 of either party, be re-prorated based on the actual tax bill amount with maximum discount; (2) interest on any assumed indebtedness;
317 (3) rents; (4) condominium/homeowner association assessments and CDD/MSTU operating and maintenance assessments; (5) county
318 waste assessments; (6) appliance service contracts assumed by BUYER; and (7) propane gas. BUYER shall receive from SELLER at
319 closing a credit equivalent to the amount of any security deposit and prepaid rents held by SELLER, and any accrued interest thereon,
320 or alternatively, ownership or an assignment of the account in which the deposits and prepaid rents, and any accrued interest thereon,
321 are held.

322 **STANDARD H - HOMEOWNERS' ASSOCIATION DISCLOSURE.** If the Property is located within and governed by any mandatory
323 homeowners' association, the following provisions are incorporated into this Contract:

324 **IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE**
325 **PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER**
326 **BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION**
327 **TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER**
328 **OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS**
329 **CONTRACT SHALL TERMINATE AT CLOSING.**

330 **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE "HOMEOWNERS'**
331 **ASSOCIATION DISCLOSURE SUMMARY," WHICH IS ATTACHED TO AND MADE A PART OF THIS CONTRACT.**

332 **STANDARD I - CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the
333 following provisions are incorporated into this Contract: **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN**
334 **NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL**
335 **HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A**
336 **CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE**
337 **ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED**
338 **QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE**
339 **VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT**
340 **MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE**
341 **DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST**
342 **RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF**
343 **REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.** BUYER shall also be
344 entitled to receive a copy of the governance form required by Florida Statutes, and the above stated right of BUYER to cancel this
345 Contract shall apply to BUYER's receipt of said governance form in the same manner as applies to the other above-referenced
346 condominium documents. BUYER, by its execution of this Contract, hereby requests a current copy of the above referenced
347 condominium documents and governance form.

348 **STANDARD J – CONDOMINIUM/HOMEOWNER ASSOCIATION PROVISIONS; MEMBERSHIP APPROVAL.**

349 Any condominium/homeowner association reserve account(s) is included in the purchase price. If association membership approval is
350 required, BUYER shall, not later than 10 days after the Effective Date, make application for same in the name(s) in which title will be
351 taken, and shall comply with all governing requirements of the association and be responsible for securing membership approval. If no
352 approval has been obtained prior to closing, either BUYER or SELLER may terminate this Contract. SELLER shall obtain a letter(s) from
353 the association(s) which sets forth the amounts, periods and payment status of assessments and transfer fees and resale capital
354 assessments and deliver same to the BUYER not later than 15 days prior to the Closing Date. Some condominiums exist upon a
355 leasehold estate or have associated recreational leases which may require the payment of rents, taxes, maintenance, replacement and
356 repair. BUYER takes title subject to any such lease. If the condominium exists solely upon a leasehold estate, SELLER will assign its
357 sublease to BUYER at closing.

358 **STANDARD K – MORTGAGE LENDER POLICIES.** If BUYER elected to obtain institutional mortgage financing under Paragraph 4.B.,
359 the policies of the lending institution shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

360 **STANDARD L – ESCROW; ESCROW AGENT(S).** The escrow agent who accepts in escrow the deposit(s) paid under this Contract
361 (the "Escrow Agent") shall hold the deposit(s) within the State of Florida in escrow until the earlier of: (1) delivery to another Escrow
362 Agent for closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is
363 authorized to so transfer the funds and is relieved of all liability for the funds delivered); (2) delivery of the deed, with payment of the
364 deposit(s) as part of the purchase price of the Property; (3) such time as BUYER may be entitled to return of the deposit(s); or
365 (4) delivery pursuant to written direction of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party(ies)
366 entitled thereto. The Escrow Agent shall not be liable for the payment of any interest, damages, attorneys fees or court costs in any
367 action brought to recover the deposit(s) held in escrow, or any part thereof, unless the Escrow Agent shall fail or refuse to pay over any
368 such deposit(s) pursuant to a judgment, order or decree that shall be final beyond possibility of appeal. In any proceeding which litigates
369 the disposition of the deposit(s), the Escrow Agent shall be entitled to be paid reasonable attorneys fees and court costs, which shall be
370 paid by the non-prevailing party. The Escrow Agent has no duty to collect or attempt to collect any deposit or check given as a deposit,
371 but shall give the parties written notice of: (a) any deposit that is not received not later than 5 days after its due date, and (b) any deposit
372 check that is not paid on presentation, not later than 5 days of learning of its dishonor. If the Escrow Agent is a licensed real estate
373 broker, the Escrow Agent shall comply with the requirements of Chapter 475, Florida Statutes.

374 **STANDARD M - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) WITHHOLDING.** A SELLER who is a U.S. citizen
375 or resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a
376 foreign person or entity, BUYER shall deduct and withhold from the purchase price, or collect from SELLER if the net proceeds are
377 insufficient, 10% of the purchase price (the "FIRPTA Funds"), and remit same to the Internal Revenue Service (the "IRS") within 10 days
378 after the Closing Date, unless: (1) the purchase price is not more than \$300,000.00 and BUYER executes a certificate establishing that
379 BUYER's acquisition of the Property is for use as BUYER's residence in accordance with the Internal Revenue Code and all applicable
380 regulations related to that exemption; or (2) SELLER furnishes to BUYER, not later than the Closing Date, proof of submittal to the IRS
381 of an application for withholding certificate, in which event the closing agent (or other third party mutually designated by SELLER and
382 BUYER) shall hold the FIRPTA Funds in escrow pending receipt of the withholding certificate, and shall remit the sum reflected in the
383 withholding certificate to the IRS within 10 days of receipt of the withholding certificate, and shall promptly refund any remaining balance
384 to SELLER. SELLER shall hold BUYER harmless and indemnify BUYER for not withholding or collecting the FIRPTA Funds or for
385 withholding and remitting only such reduced amount reflected in the withholding certificate. BUYER shall provide to SELLER evidence
386 of remittance of all or any portion of the FIRPTA Funds to the IRS. The failure of either party to comply or to allow compliance with the
387 requirements of FIRPTA and related regulations shall constitute a breach of this Contract.

388 **STANDARD N – QUICK CLOSING; INSURABILITY; CLOSING DATE EXTENSION.** Except with respect to the Clearance Period in
389 Standard B, if the Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by
390 the deadlines set forth in this Contract, the parties agree to undertake and complete all performances, inspections, surveys,
391 examinations, delivery of documents, notices, satisfaction of contingencies and all other actions required of or allowed to either party
392 prior to the Closing Date, except that the statutory time period set forth in Standards H and I shall not be affected by this provision. If
393 BUYER is unable to obtain hazard, flood, wind or homeowners insurance at a reasonable rate due to extreme weather conditions,
394 BUYER may delay the Closing Date up to 5 days after such coverage becomes available. If such coverage does not become available
395 for a period of 30 continuous days, either SELLER or BUYER may terminate this Contract.

396 **STANDARD O - DEFAULT AND REMEDIES.** If BUYER does not perform BUYER's obligations hereunder (except as excused by
397 SELLER's default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If
398 SELLER does not perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this
399 Contract by a suit for specific performance, damages, or may terminate this Contract.

400 **STANDARD P – LITIGATION; ATTORNEYS FEES AND COSTS.** In connection with any litigation concerning this Contract, venue
401 shall be in the county where the Property is located, and the prevailing party shall be entitled to recover reasonable attorneys fees and
402 court costs, including on any appeals, from the non-prevailing party. The term “prevailing party” shall include SELLER, BUYER, and any
403 broker acting in an agency or non-agency relationship recognized under Chapter 475, Florida Statutes. For purposes of this Standard,
404 any such broker shall be an intended third party beneficiary.

405 **STANDARD Q – NOTICES, DISCLOSURES, AND DOCUMENTS. All notices and disclosures must be in writing.** Unless a party is
406 required by law to deliver notices, disclosures, or documents directly to the other party, all notices and disclosures required or permitted
407 under this Contract shall be effective when given by a party or that party's broker or attorney to the other party or said other party's
408 broker or attorney. Delivery of homeowners' or condominium documents required under Standards H and I respectively to BUYER's
409 broker or attorney shall not constitute delivery to the BUYER.

410 **STANDARD R - MISCELLANEOUS.** (1) The parties have agreed to deal in good faith with respect to all provisions of this Contract.
411 (2) The singular case or tense shall include the plural case or tense. (3) This Contract may only be modified in writing signed by the
412 parties. (4) Except as otherwise specifically provided, all references to days shall mean calendar days. (5) Except as otherwise
413 specifically provided, all deadlines shall expire at 11:59 p.m. Eastern Time. Except as otherwise expressly provided by law, if any
414 deadline falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following business day. (6) As
415 used herein, the terms “real estate broker” or “broker” shall include all real estate brokers, brokerage corporations or business entities,
416 and their respective licensees involved in this transaction. (7) All title evidence, condominium documents and other documents provided
417 to BUYER by or on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this
418 Contract is terminated. (8) If either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of
419 said termination to the other party, whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be
420 of no further force and effect, and the parties shall have no further liability to one another hereunder except as set forth herein. (9) The
421 headings used in this Contract are for convenience of reference only and shall not be used for interpreting the meaning of any
422 provisions of this Contract. (10) All provisions of this Contract which by their nature or context require performance or provide rights after
423 the Closing Date, including without limitation the provisions of Standard P, shall survive closing. (11) Signatures and initials
424 communicated by electronic or facsimile transmission shall be binding. (12) A facsimile or electronic (including “pdf”) copy of this
425 Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of
426 electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws. (13) This Contract and any
427 addenda and amendments hereto may be signed in counterparts, and said counterparts shall collectively constitute the entire
428 agreement of the parties. (14) Upon reasonable notice, SELLER shall provide access to the Property to appraiser(s) and surveyor(s)
429 retained by BUYER.

430 **STANDARD S - NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into
431 this Contract. BUYER's decision to buy was based upon BUYER's own investigations of the Property. BUYER holds the broker(s)
432 harmless from all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, or SELLER's
433 representations regarding the Property's condition, or from broker's referral, recommendation, or retention of any vendor. The parties
434 agree that assistance to a party by a broker does not, and will not, make the broker responsible for performance.

435 **STANDARD T - BINDING CONTRACT; LEGAL COUNSEL.** THE PARTIES ARE NOT REQUIRED TO USE ANY PARTICULAR
436 FORM OF CONTRACT. TERMS AND CONDITIONS SHOULD BE NEGOTIATED BASED UPON THE RESPECTIVE INTERESTS,
437 OBJECTIVES AND BARGAINING POSITIONS OF THE PARTIES. APPROVAL OF THIS FORM BY THE COLLIER COUNTY BAR
438 ASSOCIATION AND ASSOCIATIONS OF REALTORS DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND
439 CONDITIONS IN THIS CONTRACT SHOULD BE ACCEPTED BY A PARTY IN A PARTICULAR TRANSACTION. THIS IS A LEGALLY
440 BINDING CONTRACT FORM. EACH PARTY ACKNOWLEDGES THAT PRIOR TO SIGNING THE CONTRACT, THE CLOSING
441 EXPENSES HAVE BEEN EXPLAINED, REAL ESTATE TRANSACTION STANDARDS A THROUGH T HAVE BEEN RECEIVED AND
442 REVIEWED, AND THAT PARTY HAS BEEN ADVISED BY THE REAL ESTATE BROKER TO SEEK LEGAL COUNSEL AND TITLE
443 INSURANCE TO PROTECT THAT PARTY'S INTEREST IN CONNECTION WITH THE TITLE STATUS AND CLOSING OF THIS
444 TRANSACTION. BUYER AND SELLER ARE ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX,
445 PROPERTY CONDITION, ENVIRONMENTAL, AND OTHER SPECIALIZED ADVICE. THIS CONTRACT SHALL BE BINDING UPON
446 AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES,
447 AND SUCCESSORS IN INTEREST.

448 **OTHER TERMS AND CONDITIONS:**

449 _____
450 _____
451 _____
452 _____
453 _____

454 **ADDENDUM:** The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

455 _____
456 _____
457 _____
458 _____
459 _____

460 To the extent such Addendum/Addenda terms conflict with the terms of this Contract, the Addendum/Addenda terms shall control.

461 **THE REAL ESTATE TRANSACTION STANDARDS SHALL NOT BE REVISED OR MODIFIED EXCEPT IN THE OTHER TERMS AND**
462 **CONDITIONS AND/OR ADDENDUM/ADDENDA.**

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Printed Name)

(Buyer's Printed Name)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Printed Name)

(Buyer's Printed Name)

463 **REJECTION OF OFFER**

464 **SELLER rejects BUYER'S offer on _____ {Insert Date}.**

(Seller's Signature)

(Seller's Signature)

465 **IDENTIFICATION OF BROKERS AND LICENSEES**

466 Listing Broker: _____ Selling Broker: _____

467 Listing Licensee: _____ Selling Licensee: _____

468 IDENTIFICATION OF ESCROW AGENT Escrow Agent's Name: _____

469 Escrow Agent Address: _____

470 Escrow Agent Telephone: _____ Fax: _____ Email: _____



BUYER BROKER EXCLUSIVE AGREEMENT



THIS BUYER BROKER EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into between:

("BUYER") _____ and

("BROKER") _____.

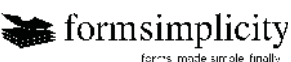
1. BROKER'S ROLE. BROKER is hereby retained to assist BUYER in acquiring an interest in, or right to use, certain property. BROKER will: (A) consult with BUYER to discuss property requirements, financing alternatives, possession time schedules, financial capabilities, and acquisition and negotiation strategies, (B) assist in obtaining available information of material nature relative to desired properties, (C) make BROKER's best efforts to identify and locate properties suitable to purchase, (D) assist BUYER in presenting and negotiating contract offers on desired properties, and (E) monitor contract and closing deadlines. BUYER understands that other potential buyers may consider, make offers on, or purchase through BROKER the same or similar properties as BUYER is seeking to acquire.

2. BROKERAGE RELATIONSHIP. BROKER, or selling licensee of BROKER, has informed and disclosed to BUYER the brokerage relationship between BROKER and BUYER. "BROKER" shall include all real estate brokers, selling licensees, brokerage corporations, or business entities involved in this transaction. BROKER's required disclosure notices have been provided to BUYER and the brokerage relationship is _____ (If left blank, transaction broker relationship shall apply.)

3. BUYER'S ROLE. BUYER agrees to: (A) work exclusively with BROKER during the term of this Agreement and be available to evaluate and/or view properties exclusively with BROKER and not any other broker, selling licensee, owner, builder, etc., (B) refer to BROKER all inquiries in any form from any source regarding any potential properties for sale or lease, (C) provide reliable information including financial information necessary for the performance of this Agreement, (D) provide to BROKER general information regarding location, price range, amenities, and any other information needed to help identify desired properties, and (E) on all occasions to notify other brokers and third parties of the existence of this Agreement and BROKER's exclusive brokerage relationship with BUYER.

4. TERM OF AGREEMENT. BUYER engages and grants BROKER the exclusive right and authority to negotiate for the purchase, lease, or other acquisition of a legal or equitable interest in or right to use the real property identified during the term of this Agreement, which shall commence on _____ ("Commencement Date") and shall terminate on _____ ("Termination Date"). The Commencement Date shall be the date this Agreement is signed by BUYER if no Commencement Date is inserted. The Termination Date shall be 180 calendar days from the Commencement Date in the event no Termination Date is inserted. If BUYER enters into a contract to purchase or lease any property prior to the Termination Date, this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease. If during the _____ day period after the Termination Date, BUYER enters into a contract to purchase or lease any property identified to BUYER during the term of this Agreement, then BUYER will pay BROKER's Compensation, and this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease.

5. BROKER'S COMPENSATION. BROKER shall receive compensation in the amount of **[FILL IN THE APPROPRIATE % AND/OR AMOUNT]** _____% of the purchase price and \$ _____ OR a flat fee of \$ _____ for each property purchased by BUYER, and/or a leasing compensation in the amount of _____% of all gross rents and \$ _____ OR a flat fee of \$ _____ for any lease entered into by BUYER as tenant ("BROKER's Compensation"). BROKER's Compensation shall be paid on any real property purchased, placed under contract, leased or optioned by BUYER, or by any person, entity, assignee, successor in interest or nominee of BUYER acting on behalf of BUYER, irrespective of whether BROKER actually showed, located, introduced or wrote any offer or agreement with respect to any such property or properties under the terms of this Agreement. BROKER's Compensation shall be deemed earned and fully payable upon the closing of title, or BUYER's right to occupy and/or control the property, or upon the event of BUYER's default under any agreement to purchase or rent the subject property, whichever comes first. If BROKER's Compensation is not paid in full by the seller's



or landlord's broker under terms of any REALTOR® MLS offer of compensation, BUYER will assist in ensuring that BROKER's Compensation is collected from the seller/landlord or otherwise paid to BROKER from the proceeds of the transaction at the closing or consummation thereof. If any compensation paid by seller and/or landlord exceeds the amount of BROKER's compensation set forth herein, BROKER shall be entitled to accept any such excess compensation.

- 6. **DEFAULT.** If BUYER fails to pay BROKER's Compensation, BUYER hereby grants to BROKER a lien upon any property or properties purchased or acquired or the rents or income accruing from any such property or properties subject to this Agreement, which lien can be foreclosed in the same manner as a mortgage or security agreement placed upon said real property, and which lien shall survive termination of this Agreement.
- 7. **HOLD HARMLESS.** BUYER acknowledges and agrees that BROKER is not an expert in matters including, but not limited to law, taxation, surveying, structural conditions, engineering, financing, hazardous materials, etc. BUYER acknowledges that BUYER has been advised to seek professional expert assistance and advice in these and other areas of professional expertise. If BROKER provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that BROKER does not warrant or guarantee the services and/or products. BUYER also agrees to hold BROKER harmless from liability resulting from incomplete and/or inaccurate information provided by BUYER to BROKER. BUYER agrees to indemnify BROKER against all claims, damages, losses, expenses, or liability arising from the handling of earnest money by anyone other than BROKER.
- 8. **FAIR HOUSING/EQUAL OPPORTUNITY.** BROKER shall provide the above services and make properties available to BUYER without regard to race, color, national origin, religion, sex, handicap, sexual orientation, or familial status as well as any other classes protected under the laws of the United States, State of Florida and applicable local jurisdictions .
- 9. **ATTORNEY'S FEES AND COSTS.** In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs from the non-prevailing party, at all trial and appellate levels.
- 10. **SURVIVABILITY.** All provisions of this Agreement which by their nature or context require performance or provide rights after the Termination Date of this Agreement shall survive this Agreement.
- 11. **COOPERATING BROKER DISCLOSURE.** As required by the National Association of REALTORS®, BROKER's policy is to cooperate with other real estate brokers in the marketplace to the fullest extent possible, regardless of their brokerage relationship, provided that such cooperation is in accordance with the instructions from BUYER.
- 12. **OTHER TERMS AND CONDITIONS.**

(Buyer's Signature) (Date)	(Buyer's Signature) (Date)

(Buyer's Printed Name)	(Buyer's Printed Name)
------------------------	------------------------

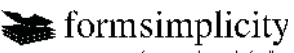
Buyer's Mailing Address: _____

Buyer's Contact: (Home) _____ (Office) _____ (Cell) _____ (Fax) _____

Email Address: _____ Property Telephone: _____

(Authorized Broker's Signature)	(Date)

Selling Brokerage: _____ Selling Licensee's Printed Name: _____





An Affiliate of Title Alliance, Ltd.
An ESOP Company

713 Bald Eagle Drive, Marco Island, FL 34145
239-227-2735

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

Date: _____

Property Address: _____

To: _____ Buyer(s)/Mortgagor(s)

To: _____ Seller(s)/Owner(s)

This is to give you notice that your real estate agent may have a business relationship with **Title Alliance of Collier County, LLC**. **Title Alliance of Collier County, LLC** is a joint venture owned by Title Abstract Company of PA, a Pennsylvania Corporation (31% ownership), Marco Island Sunshine Realty, LLC (29%), and many of the agents of Marco Island Sunshine Realty, LLC, d/b/a Keller Williams Realty which may include your real estate agent. Because of this relationship, this referral may provide your real estate agent a financial or other benefit.

Set forth below is the estimated charges or range of charges for the settlement services listed. You are NOT required to use **Title Alliance of Collier County, LLC** as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Settlement Service

Charge or Range of Charges

Title Search Fee	\$75 - \$175; then
Title Insurance (Owner Policy)	\$5.75 per \$1,000 up to \$100,000; then \$5.00 per \$1,000 up to \$1,000,000; then \$2.50 per \$1,000 up to \$5,000,000; then \$2.25 per \$1,000 up to \$10,000,000; then \$2.00 per \$1,000 over \$10,000,000
Statutory Surcharge	\$3.28
Lender Title Policy, simultaneous issue, no endorsement	\$25 - 550
Settlement / Closing Fee	\$150 - 750
Copies	\$30 - 75
Wire Fee	\$20 per wire
Closing Fee (if out of office or after business hours)	\$150 - 750
Electronic Doc Fee	\$35 per package
Overnight Fees	\$15.50 per package
Recording Fees and Services	\$10.00 for first page; \$8.50 for each additional page Deed \$18.50 – \$35.50, estimate Mortgage \$129.00 – \$256.50, estimate
Deed: State Documentary Stamps:	\$.70 per each \$100 or fraction thereof
Mortgage: State Documentary Stamps:	\$.35 for each \$100 or fraction thereof
	& Intangible Tax required \$.20 for each \$100

ACKNOWLEDGEMENT

I/We have read this disclosure form, and understand that my/our agent may refer me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

By:

By:



BROKERAGE RELATIONSHIP DISCLOSURE FORM TRANSACTION BROKER NOTICE



This form does not establish the terms of any agency or brokerage relationship agreement between the broker and buyer or seller.

As a transaction broker, _____ and its Licensees
(Name of Brokerage)

provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counter-offers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

(Signature)

(Date)

(Signature)

(Date)



ESCROW DEPOSIT RECEIPT VERIFICATION



PART 1: REQUEST FOR ESCROW DEPOSIT RECEIPT VERIFICATION MLS# _____

CHECK ONE

Initial Deposit \$ _____ Request Date: _____

Additional Deposit \$ _____ Request Date: _____

To: _____
(Escrow Agent) (Contact Person) (Phone)

Email: _____ Fax: _____
(Escrow Agent) (Escrow Agent)

From: _____
(Selling Broker) (Selling Licensee)

Email: _____ Fax: _____
(Selling Broker) (Selling Broker)

Buyer: _____

Seller: _____

Property Address: _____

Rule 61J2-14.008, Florida Administrative Code, requires Broker to make this request within 10 business days after the due date of the deposit. Escrow Agent should complete Part 2 of this form and return to Selling Broker.

PART 2: ESCROW DEPOSIT RECEIPT VERIFICATION

CHECK ONE

The Initial \$ _____ Additional \$ _____ Deposit

was received by Escrow Agent on _____, 20____, subject to clearance.

By: _____
(Signature: Escrow Agent's Authorized Representative) (Date)

(Print Name: Escrow Agent's Authorized Representative)

PART 3: NOTIFICATION TO LISTING BROKER OR SELLER OF ESCROW DEPOSIT RECEIPT VERIFICATION

To: _____
(Listing Broker or Seller if no Listing Broker)

Email: _____ Fax: _____
(Listing Broker or Seller if no Listing Broker) (Listing Broker or Seller if no Listing Broker)

From: Selling Broker Date: _____

CHECK ONE

Copy of written Escrow Deposit Receipt Verification for your records.

Selling Broker received no written Escrow Deposit Receipt Verification from Escrow Agent.

Rule 61J2-14.008, Florida Administrative Code, requires that this notification be sent to Listing Broker (or Seller if there is no Listing Broker) within 10 business days of the date Selling Broker made written request to Escrow Agent for escrow deposit receipt verification.



INSPECTION NOTICE BUYER'S ELECTION AND SELLER'S RESPONSE



BUYER: _____

SELLER: _____

PROPERTY: _____

PART 1. NOTICE TO SELLER: BUYER has attached to this Notice:

- List of Systems and Equipment not in Working Condition:** BUYER has listed specific Systems and Equipment items that are not in Working Condition as shown in the attached inspection report(s). **A copy of the list is attached hereto.**
- Radon Gas or Lead-Based Paint Inspection Report(s):** The report(s) by appropriate inspectors documents that lead-based paint is present in pre-1978 housing or radon is present at or above EPA action levels (4.0 picocuries per liter of air).
- Wood-Destroying Organisms Report:** The report, by a certified pest control operator, documents active infestation by and/or visible damage caused by said organisms.
- Toxic or Pathogenic Molds:** The report, by a qualified indoor air quality inspector, documents the presence of toxic or pathogenic molds within the interior of the dwelling(s) exceeding the levels of such molds measured upon the exterior of the Property.
- Unpermitted Improvements; Non-Conforming Structures; Open Permits; Code Violations:** The report by a Florida licensed contractor, inspector or attorney documents the existence of unpermitted improvements, non-conforming structures, open permits, or code violations related to the Property.
- Other Defective Inspection Item Reports.** Specify: _____

PART 2. BUYER'S ELECTION: BUYER elects that SELLER [SELECT ONE]:

- A. Credit at Closing:** Give a credit to BUYER at closing in an amount of \$_____, which is equivalent to the estimated costs of Remedial Action for the above noted Defective Inspection Items. **OR**
- B. Remedial Action:** Perform and complete Remedial Action for the above noted Defective Inspection Items. **OR**
- C. Combination:** _____

(Buyer's Signature)

(Date)

(Buyer's Signature)

(Date)

PART 3. SELLER'S RESPONSE: SELLER notifies BUYER as follows [SELECT ONE]:

Note: If SELLER elects B or C, BUYER may terminate the Sales Contract not later than 5 days after SELLER's Response Deadline.

- A. Acceptance of Buyer's Election:** SELLER accepts and agrees to BUYER's Election in Part II above. **OR**
- B. Rejection of Buyer's Election:** SELLER rejects BUYER's Election. **OR**
- C. Other:** _____

(Seller's Signature)

(Date)

(Seller's Signature)

(Date)

FLEXPLAN AT A GLANCE

You will pay a Trade Service Call Fee for each service contractor of a different trade requested.²

Use this chart to determine which combination of plans and packages is right for you.

ITEM	Optional Protection		
	Core Coverage Plan ¹	CoveragePlus Package ¹	ServicePlus Package ¹
Heating Add Geothermal/Water Source Heat Pumps, Registers, Grills and Heat Lamps	✓	✓	✓
Air Conditioning Add Geothermal/Water Source Heat Pumps, Registers, Grills and Electric Non-Ducted Wall A/C Units	✓	✓	✓
Ductwork Increase limit to \$1,000 for ductwork located in concrete	✓	✓	✓
Plumbing Add Pressure Regulators, Faucets, Shower Heads and Shower Arms, Hose Bibs, Toilets of Like Quality (\$600 per occurrence) and Sewage Ejector Pumps Increase limit to \$1,000 for plumbing located in concrete	✓	✓	✓
Plumbing Stoppages	✓		✓
Water Heaters	✓		✓
Electrical	✓		✓
Exhaust/Vent/Attic Fans	✓		✓
Built-in Microwaves Add Door Glass and Racks	✓	✓	✓
Dishwashers	✓		✓
Garbage Disposals	✓		✓
Ranges/Ovens/Cooktops Add Rotisseries, Racks, Handles, Knobs and Dials	✓	✓	✓
Trash Compactors	✓		✓
13 SEER	✓		✓
Sediment	✓		✓
Rust and Corrosion	✓		✓
Insufficiently Maintained Equipment	✓		✓
Ceiling Fans		✓	✓
Garage Door Openers		✓	✓
Telephone Wiring		✓	✓
Built-In Food Centers		✓	✓
Doorbells		✓	✓
Instant Hot/Cold Water Dispensers		✓	✓
Central Vacuums		✓	✓
Smoke Detectors		✓	✓
Refrigerant Recapture, Reclaim and Disposal			✓
Removal of Defective Equipment			✓
Permits (\$250 per occurrence)			✓
Code Violations (\$250 per contract term)			✓
Undetectable Pre-Existing Conditions			✓
Improper Installations, Repairs or Modifications			✓
Mismatched Systems			✓

**COMBO PLAN
BEST VALUE**

ADDITIONAL BUYER OPTIONS.

Something else you want to cover? Check out these additional options.

- ▶ Washer/Dryer/Refrigerator w/Ice Maker and Dispenser**
- ▶ Kitchen Refrigerator w/Ice Maker and Dispenser
- ▶ Additional Refrigerator w/Ice Maker and Dispenser***
- ▶ Washer and Dryer
- ▶ Free Standing Ice Maker
- ▶ Swimming Pool†

Note:

Other options may be available depending on your state

PREVENTATIVE MAINTENANCE PLAN

Buyers, want to help prevent unanticipated maintenance? Purchase our Preventative Maintenance Plan in addition to your AHS Home Protection Plan by calling **800 735 4663**.

¹Core Coverage Plan must be purchased in conjunction with these packages.
²Additional charges may apply to certain repairs and replacements.

*Chrome builder's standard used when replacement is necessary.

**Refrigerator must be located in the Kitchen unless Kitchen Refrigerator option is purchased.

***Kitchen Refrigerator option must be purchased.

†Not available for Condo/Townhome/Mobile Home.

Information for Enrollment

Online
www.ahshome.com

Phone
800 735 4663
Español: **800 250 2025**
Fax **800 329 2478**

Mail with Payment
AHS, P.O. Box 2803
Memphis, TN 38101

Mail without Payment
AHS, P.O. Box 849
Carroll, IA 51401

INFORMATION PROPERTY

The sections that are bold must be supplied in order to complete the home protection plan order.

Property Address to be Covered

City _____ **State** _____ **ZIP** _____

Contract Number (Provided when AHS receives your application) _____

SELLER'S INFORMATION

First Name _____ **Last Name** _____

Phone Number _____ **email Address** _____

Mailing Address

City _____ **State** _____ **ZIP** _____

Real Estate Company

Agent Name

Agent email Address

Main Office Phone Number

Listing Expiration Date (if Selling)

BUYER'S INFORMATION

First Name _____ **Last Name** _____

Phone Number _____ **email Address** _____

Mailing Address

City _____ **State** _____ **ZIP** _____

Real Estate Company

Agent Name

Agent email Address

Main Office Phone Number

CLOSING COMPANY

Closing Company Name

Phone Number _____ **Fax Number** _____

Estimated Closing Date _____ **Closing Number** _____

Closing Representative Name

email Address

\$75 Trade Service Call Fee for each service contractor of a different trade requested. Additional charges may apply to certain repairs and replacements.

* Refrigerator must be located in the Kitchen unless Kitchen Refrigerator option is purchased.
 ** Kitchen Refrigerator option must be purchased.
 *** Not available for Condo/Townhome/Mobile Home.
 †Price includes \$60 Seller's listing fee.
 ††Price includes \$75 Seller's listing fee.

HOME PROTECTION PLAN COVERAGE

A. CORE COVERAGE PLAN®	Seller & Buyer	Buyer
<input type="checkbox"/> Single Family Home (SFH)	\$465+	\$405
<input type="checkbox"/> Condo/Townhome/Mobile Home	\$425+	\$365
<input type="checkbox"/> New Construction SFH (yrs. 2-5)	N/A	\$642
<input type="checkbox"/> New Construction Condo (yrs. 2-5)	N/A	\$552

OPTIONAL PACKAGES (may be added to Core Coverage Plan*)

<input type="checkbox"/> ServicePlus Package®	\$80	\$80
<input type="checkbox"/> CoveragePlus Package®	\$55	\$55

B. FLEXPLAN COMBO®

(Includes Core Coverage Plan, CoveragePlus Package & ServicePlus Package)

<input type="checkbox"/> Single Family Home (SFH)	\$560++	\$485
<input type="checkbox"/> Condo/Townhome/Mobile Home	\$520++	\$445
<input type="checkbox"/> New Construction SFH (yrs. 2-5)	N/A	\$722
<input type="checkbox"/> New Construction Condo (yrs. 2-5)	N/A	\$632

Note: For Duplex, Triplex and Fourplex properties, SFH between 5,000 sq. ft. and 10,000 sq. ft. and homes with a guest unit please call **800 735 4663** for a quote.

HOME PROTECTION PLAN BUYER OPTIONS

<input type="checkbox"/> Washer/Dryer/Refrigerator w/Ice Maker & Dispenser*	\$110
<input type="checkbox"/> Kitchen Refrigerator w/Ice Maker & Dispenser	\$45
<input type="checkbox"/> Additional Refrigerator w/Ice Maker & Dispenser**	\$25
<input type="checkbox"/> Washer and Dryer	\$80
<input type="checkbox"/> Free Standing Ice Maker	\$50
<input type="checkbox"/> Swimming Pool***	\$165

PREVENTATIVE MAINTENANCE PLAN (Buyer only)

For Pricing Call **800 735 4663**

TOTAL & SIGN

Home Protection Plan Coverage Total	\$ _____
Home Protection Plan Buyer Options Total	\$ _____
Grand Total	\$ _____

American Home Shield may provide compensation to real estate brokers and their related companies for services provided in connection with its home protection plan program. In connection with the program, a broker may provide information regarding you and your home to AHS. This information will be used by AHS only in connection with its home protection plan program and will not be shared with any third party. By submitting this application, you authorize the broker to share such information with AHS and authorize AHS to use such information in connection with its program. You are not required to buy a home protection plan and, if you want one, you are not required to buy it through a broker or sales associate.

I accept the benefits of the AHS Home Protection Plan coverage. I received a copy of the AHS Home Protection Plan contract and understand the key terms, coverage, limitations and exclusions, and had the opportunity to ask questions regarding such coverage.

I decline the opportunity to purchase the AHS Home Protection Plan coverage.

Signature _____ Date _____

Personal Property Sale Contract

This Personal Property Sales Contract entered into between _____, Seller, and _____, Buyer, relating to personal property located at the following described real property:

Legal: _____

Address: _____

WHEREAS, the parties have entered into a contract for the purchase of the above described real property herein "real property";

WHEREAS, the mortgage does not hold a secured interest in the following described personal property, herein "personal property":

WHEREAS, the buyer has agreed to pay Seller \$ _____ for personal property in the form of a bank check at closing of the real property located at the above address. Furthermore, this Contract for purchase of the personal property is contingent upon; 1. Closing on the real property; 2. (a) Seller delivering to Buyer, not later than five (5) days after the Effective Date of the Contract (if said personal property is not described above or inventory is not attached hereto), a written inventory of the personal property items to be conveyed by Seller to Buyer at closing, and (b) Buyer's approval of said inventory. Buyer may terminate this Contract: (a) not later than ten (10) days after the Effective Date if Seller fails to deliver the inventory s required herein, or (b) not later than five (5) days after Buyer's receipt of the inventory if the contents of the inventory are not satisfactory to Buyer.

The parties further hereby agree that the price offered by Buyer and accepted by Seller in the Contract in intended by each party to reflect only the value of the personal property to each party, and the Purchase Price set forth in the Sales Contract (Residential Improved or Vacant land) is allocated to the said real property exclusively.

Any and all other items of personal property left in the real property are deemed without value to either party and if left by Seller in the real property then such is only for the convenience of the parties, and hence into be transferred by Seller to Buyer without any consideration.

SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

Thinking About Buying a Home?

Get An EnergyGauge® Rating!



Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an EnergyGauge® rating on the house.

Since 1994, there has been a voluntary, statewide energy-efficiency rating system for homes in Florida. Prospective homeowners just like you, all around the state, are getting their homes rated before they make their purchase.

There are several very important reasons why:

▲ **Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency improvements.** You get detailed estimates of how much your energy use will cost.

▲ **Energy ratings give you clear and specific information that lets you compare similar homes on their energy use.** Two homes might look similar, but one may be efficient and comfortable, and the other an energy-guzzler with a very uncomfortable interior.

▲ **Maybe most important of all, the national Home Energy Rating System (HERS) Index on the energy rating can**

Consider the Benefits:

- ▲ More Home for Less Money
- ▲ Tested Quality Construction
- ▲ Enhanced Indoor Comfort
- ▲ Superior Energy Efficiency
- ▲ More Environmental Sustainability
- ▲ Improved Mortgage Options
- ▲ Greater Resale Value

qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits. More and more lenders are coming into Florida with money-saving packages for buyers of energy-efficient homes.

Before buying your next home, hire a Certified Energy Rater to do a rating.

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home; it will allow you to look at a number of separate areas of energy use throughout the house.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-users in a home and determine their efficiency. Because energy costs can often equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer



a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

Here's how the Florida EnergyGauge® program works.

After the rating, you'll get an easy-to-read form like the one on the next page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size, with the same number of bedrooms available in your part of the state today. In addition to this overall estimate of energy use and comparisons, you get a detailed breakdown on the energy costs of the home's air conditioning, space heating, water heating, refrigerator, clothes dryer, cooking costs, lighting, pool pumping and other miscellaneous equipment.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center®. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes. A unique optimization feature even lets Raters determine what energy-efficiency features can be added to the home to maximize cost-savings and comfort-improvement.

So how can a home energy rating help you reduce your energy use and save money?

That's easy. While the design and construction of your home, and the efficiency of its appliances and equipment, control the most significant



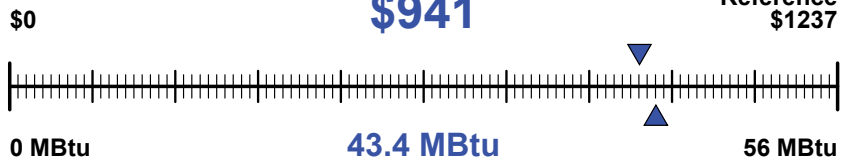
**Projected Rating Based on Plans
Field Confirmation Required**

Energy Gauge
Anyplace
Miami, FL

Title: Miami_TaxCredit
CZ1 - New home tax credit qualification example

Design: Orlando, FL
TMY: ORLANDO_INTL_ARPT, FL

BUILDING ENERGY RATING GUIDE



▼ Proposed Home Savings = \$296

Cost Basis:
EnergyGauge Default
EnergyGauge Default
Statewide Prices

Electric Rate: \$0.083 /kWh
Gas Rate: \$0.682 /Therm
Oil: \$1.50/gal LP Gas: \$1.75/gal

This Home may Qualify for EPA's Energy Star Label ¹
This Home Qualifies for an Energy Efficient Mortgage (EEM)

Cooling	\$146
Heating	\$44
Hot Water	\$199
Ceill. Fan	\$23
Dishwash	\$9
Dryer	\$74
Lighting	\$102
Misc.	\$253
Pumps	
Range	\$37
Refrig.	\$54
PV	

Robert Certified **000000**
Certified Rater I.D. Number

Signature _____ Date _____

This Rating Guide is provided to you by a Home Energy Rater who is trained and certified to perform Ratings in accordance with the RESNET standard. Questions or complaints regarding this Rating may be directed to:
EnergyGauge Program Office
1679 Clearlake Road
Cocoa, FL 32922-5703
(321)638-1492
engauge@fsec.ucf.edu

HERS Index²: 68



NOTES:
¹The home builder must have signed a Memorandum of Understanding with EPA as an Energy Star Homes partner.
²HERS Index calculated in accordance with 2006 RESNET standard, Section 303.2 (Reference home = 100, Zero energy use = 0).

portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

Florida's program parallels national activities.

The Residential Energy Services Network (RESNET) sets the national standards for Home Energy Rating System (HERS), and Florida's system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1715, or visit our Web site at www.floridaenergycenter.org.

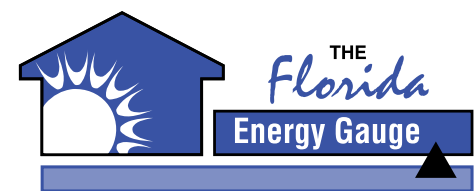
Who does Energy Ratings?

It is important to note that only Florida State Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep

their certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60.



**The Florida EnergyGauge®
Program Florida's Building Energy
Rating System**

1679 Clearlake Road
Cocoa, Florida 32922-5703
Phone: 321-638-1715
Fax: 321-638-1010
E-Mail: info@energygauge.com
www.floridaenergycenter.org