



TALLAHASSEE BOARD OF REALTORS®, INC.
CONTRACT FOR SALE AND PURCHASE

(REVISED JANUARY 2016)



DO NOT MAKE CHANGES ON THIS CONTRACT - IF CHANGES ARE NEEDED USE A COUNTER OFFER FORM

1 PARTIES: _____ SELLER and

2 _____ or assignees, BUYER, agree that the SELLER

3 shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Contract For Sale and Purchase.

4 1. LEGAL DESCRIPTION OF REAL ESTATE:

5 Lot _____ Block _____ Subdivision _____ Unit _____

6 located in _____ County, Florida. Metes and Bounds legal description attached.

7 2. PROPERTY ADDRESS (INCLUDE ZIP CODE):

8 _____

9 3. CLOSING AND POSSESSION:

10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before _____.

11 POSSESSION OF THE PROPERTY WILL BE DELIVERED TO BUYER AT CLOSING at which time SELLER will have removed all
12 personal items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make
13 Closing impossible, Closing may be extended up to 3 days after restoration of utilities and other services essential to Closing. If
14 Closing can not happen within 14 days after Closing Date either Party may terminate this Contract by delivering written notice to
15 the other Party and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract.

16 4. PURCHASE PRICE; METHOD OF PAYMENT:

17 Initial Deposit in the amount of \$ _____ to be held in trust, along with any additional Deposits by:

18 Name: _____

19 Address: _____

20 Contact Name: _____ Phone #: _____ E-Mail: _____

21 A. Amount of initial Deposit applicable to down payment accompanies this offer to be made
22 within _____ days after Contract Date \$ _____

23 B. An additional Deposit in the amount of \$ _____

24 shall be due on or before the following date: _____.

25 If said sum is not timely received BUYER shall be in default.

26 C. New third party financing (see Clause #7A) Conventional FHA VA _____ \$ _____

27 D. Assumption of mortgage (see Clause #7B) having an approximate principal balance of \$ _____

28 E. SELLER Financing (see Clause #7C) \$ _____

29 F. Other: \$ _____

30 G. Approximate balance of down payment to close (not including BUYER'S closing expenses) \$ _____

31 MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER

32 Deposits held in trust will be disbursed according to the terms of this Contract. Failure of clearance of Deposits
33 shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be
34 applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses.

35 H. PURCHASE PRICE \$ _____

BUYERS Initials: _____

SELLERS Initials: _____

36 **5. EXPENSES:**

37 If SELLER has agreed to pay any of BUYER'S costs, BUYER agrees to pay advance costs and be reimbursed by SELLER at time of closing.
38 Should Contract not close, each Party will pay for items stipulated below except the SELLER will not be responsible for any costs on
39 behalf of BUYER.

40 **BUYER WILL PAY FOR THE FOLLOWING:**

- 41 Owner's Title Insurance (primary issue) plus Fees
- 42 Mortgage's Title Insurance (simultaneous issue) plus Endorsements
- 43 Loan Origination Fee
- 44 Loan Discount Points
- 45 Intangible Tax on Mortgage(s)
- 46 Documentary Stamps on Note(s)
- 47 Recording Fees
- 48 Credit Report
- 49 Appraisal Fee(s)
- 50 Survey
- 51 Flood Certification Letter
- Any loan costs required by Lender
- Any loan costs in excess of SELLER'S contribution
- Prepaid Interest, Taxes, Hazard Insurance & Homeowner Dues
- Prepaid Mortgage Insurance
- BUYER'S Attorney's Fees
- Home Warranty not to exceed \$ _____.
- Inspection Fees per Clause 11
- Other Fees (specify) _____
- _____
- _____

52 **SELLER WILL PAY FOR THE FOLLOWING:**

- 53 Brokerage Fee
- 54 Documentary Stamps on Deed
- 55 Mortgage Satisfaction & Recording Fees
- 56 Any Applicable Prepayment Penalty
- 57 SELLER'S Attorney's Fees
- 58 Owner's Title Insurance (primary issue) plus Fees
- 59 Mortgage's Title Insurance (simultaneous issue) plus Endorsements
- 60 Survey
- 61 Home Warranty not to exceed \$ _____
- 62 Allowable costs on behalf of BUYER not to exceed \$ _____ to be applied in the following order (to items checked) until funds expended:
- FHA/VA Costs required of SELLER
- Prepays
- Discount Points
- Any other costs including those BUYER has agreed to pay for in Clause #5 above
- Other Fees (specify) _____
- _____
- _____

63 **THE FOLLOWING TO BE ORDERED BY:**

BUYER SELLER

- 64 **Title Insurance**
- 65 **Survey**
- 66 **Home Warranty**

from _____

67 **6. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (adds no value for mortgage loan or appraisal purposes):**

68 All fixed equipment, fixtures, and the following non-fixed items on Property on Contract Date are included:

- 69 Above Ground Pool Generator Range/Oven Water Softener/Purifier
- 70 Ceiling Fans—all Ice Maker—Stand Alone Refrigerator with Ice Maker Window Treatments—all
- 71 Central Vacuum and Attachments Intercom Satellite System Window/Wall AC
- 72 Dishwasher Irrigation System Security System—owned _____
- 73 Disposal Light Fixtures – all Spa or Hot Tub with Heater _____
- 74 Dryer Microwave Oven Storage Shed _____
- 75 Garage Door Opener Pool Equipment Trash Compactor _____
- 76 and Transmitter(s) Pool Heater Washer _____

77 The following items are excluded from the purchase: _____

78 _____

BUYERS Initials: _____

SELLERS Initials: _____

79 **7. FINANCING:**

80 A. **NEW THIRD PARTY FINANCING:**

81 BUYER shall have **15** days from Contract Date to secure to BUYER'S satisfaction new third party financing as stipulated in Clause
82 #4C (plus any applicable FHA MIP, VA, or other funding fees). Once the 15 day period passes, if BUYER has not notified SELLER of
83 BUYER'S desire to void Contract due to financing reasons, Contract will no longer be contingent on financing, with the exception
84 that any provision in Clause #8 pertaining to appraisal shall still be applicable. At any time within the 15 days BUYER may void
85 Contract by notifying SELLER, in writing, that BUYER can not obtain satisfactory financing. Notification will be made on the
86 Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to a refund of Deposit upon signing of the Termination
87 Form. Once the 15 day period passes if the BUYERS loan is declined the deposit will NOT be refunded for any financing reason.
88 BUYER will make loan application no later than ____ days (if left blank 5) from the Contract Date. FAILURE TO MAKE COMPLETE
89 LOAN APPLICATION WITHIN ____ DAYS (IF LEFT BLANK 5) FROM THE CONTRACT DATE, INCLUDING PROVIDING ALL REQUESTED
90 DOCUMENTATION AND DISCLOSURES, COMPLETING THE INTENT TO PROCEED AND PAYING FOR AND INSTRUCTING THE LENDER
91 TO ORDER THE APPRAISAL CONSTITUTES A WAIVER OF THIS FINANCING CLAUSE. BUYER and SELLER authorize lender and
92 closing agent to disclose information regarding the status and conditions of the loan application and approval and the closing
93 disclosures to the BUYER, SELLER, BUYER'S Sales Associate, SELLER'S Sales Associate and the Closing agent.

94 B. **ASSUMPTION OF MORTGAGE:**

95 with qualifying without qualifying adjustable interest rate fixed interest rate, in favor of _____
96 bearing interest at _____% per annum payable \$ _____ PI or PITI per month.

97 This Contract is is not contingent upon release of liability of SELLER from all mortgages assumed. SELLER shall furnish
98 a status letter from each mortgagee setting forth the principal balance, escrow balance, method of payment, and the standing
99 of each mortgage within 5 days from Contract Date. BUYER shall make application for assumption, if required by SELLER or
100 lender, within 10 days from the date of this Contract. On assumption, BUYER will pay any mortgage charge for change of
101 ownership and purchase escrow account. If BUYER is denied credit commitment, BUYER must notify SELLER within 2 days of
102 denial of intent to void Contract and provide lender documentation of credit commitment denial. Notification will be made
103 on the Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to receive a refund of Deposit upon signing
104 of the Termination Form.

105 C. **SELLER FINANCING:**

106 Purchase money note and mortgage from BUYER to SELLER bearing interest at _____% per annum for a term of
107 _____ years, payable \$ _____ Principal and Interest, per _____.

108 Further terms of purchase money mortgage and note to SELLER shall be agreed upon by the BUYER and SELLER within
109 15 days of the contract date, and shall contain customary terms contained in such documents. If not agreed upon within
110 15 days of the contract date, Contract is terminated and BUYER is entitled to receive a refund of the Deposit. BUYER and
111 SELLER are advised to seek legal counsel concerning the terms contained in said note and mortgage and the liability
112 associated therewith.

113 **8. APPRAISAL: BUYER IS ADVISED TO HAVE AN APPRAISAL ON ALL TRANSACTIONS.**

- 114 A. If appraisal sets forth the appraised value of less than purchase price, BUYER will:
115 1. Have the option of proceeding with Closing of the Contract without regard to the amount of the appraised valuation;
116 or
117 2. Within 3 days of BUYER being notified of appraised value, if BUYER and SELLER cannot come to a mutually agreeable purchase
118 price, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of REALTORS® Termination Form
119 and BUYER is entitled to receive a refund of Deposit upon signing of the Termination Form.
- 120 B. If appraisal of the Property is insufficient to meet the terms of loan approval (other than value), within 3 days of BUYER receiving
121 notification of the insufficiency, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of REALTORS®
122 Termination Form and BUYER is entitled to receive a refund of Deposit upon signing of the Termination Form.

123 **FHA:**

124 It is expressly agreed that notwithstanding any other provisions of this Contract, the BUYER shall not be obligated to complete
125 the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the
126 BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner,
127 Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than Purchase
128 Price. The BUYER shall have the privilege and option of proceeding with consummation of the Contract without regard to the
129 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of
130 Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The BUYER should
131 satisfy himself/herself that the price and condition of the Property are acceptable.

BUYERS Initials: _____

SELLERS Initials: _____

132 **VA:**
133 It is expressly agreed that, notwithstanding any other provisions of this Contract, the BUYER shall not incur any penalty by forfeiture
134 of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract to purchase
135 price or costs exceeds the reasonable value of the Property established by the Veterans Administration. The BUYER shall, however,
136 have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of reasonable
137 value established by the VA.

138 **CASH; SELLER FINANCING; OTHER NEW THIRD PARTY FINANCING:**
139 If cash or SELLER financing, BUYER shall select and order an appraisal by a State Licensed or State Certified Appraiser within 5 days
140 from Contract Date. If new third party financing, BUYER shall provide for appraisal as pursuant to Clause #7. BUYER shall be deemed
141 to have waived BUYER'S right under this Clause if BUYER fails to have an appraisal, or provide SELLER written notice of termination
142 of Contract due to appraised valuation being less than purchase price and provide proof of under valuation.

143 **9. HAZARD INSURANCE; FLOOD INSURANCE; FLOOD HAZARD AREA:**
144 Within 15 days of Contract Date A) BUYER may determine that Hazard and Flood insurance (if applicable) are available to BUYER'S
145 satisfaction. B) BUYER may obtain a Flood Certification Letter to determine if the Property is in a Special Flood Hazard Area. At any time
146 within the 15 days of Contract Date BUYER may void Contract by notifying SELLER, in writing, if BUYER wishes to void the Contract for
147 any reason in this Clause. Notification will be made on the Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to
148 receive a refund of Deposit upon signing the Tallahassee Board of REALTORS® Termination Form.

149 **10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS.**
150 If survey shows an encroachment it will be treated as a title defect.

151 **11. INSPECTIONS; CONDITION OF PROPERTY: BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED UPON ANY**
152 **REPRESENTATION MADE BY BROKER(S) AS TO THE CONDITION OF THE PROPERTY.**

153 SELLER acknowledges that any known facts concerning the condition of the Property have been disclosed to the BUYER and
154 Brokers. **SELLER agrees to provide access and all utilities for BUYER'S inspections. BUYER shall be responsible for cost of**
155 **all inspections.** BUYER acknowledges that some home improvements require permits from government entities, and failure to
156 obtain required permits may result in assessments or liens against the property. BUYER is not relying on any statements by Brokers
157 regarding permits or previous improvements to the property. If BUYER fails to make inspections, or deliver timely written notice
158 within 15 days of Contract Date as stipulated below, BUYER waives all rights to do so and agrees to accept the Property in its current
159 condition, except that SELLER is required to maintain Property in the same condition as at time of Contract . At time of Closing,
160 SELLER will assign all assignable repair and treatment contracts to the BUYER, with BUYER paying any applicable transfer fees.
161 SELLER will also provide BUYER with all keys, garage door opener transmitters and access codes and provide BUYER with copies of
162 invoices for all repairs made to Property by third party persons within 90 days prior to closing date. Any repairs required under this
163 agreement shall be pursuant to section 489, Florida Statutes, and any other applicable law.

164 **BUYER WILL PROVIDE SELLER WITH COMPLETE COPIES OF ALL INSPECTION REPORTS WITHIN 15 DAYS OF CONTRACT**
165 **DATE IF CONTRACT IS TERMINATED FOR ANY REASON.**

166 A. Within 15 days of Contract Date BUYER may have the Property inspected by state or county licensed person(s) dealing in
167 repair, construction, radon testing or home inspection, to determine if there are defects. At any time within the 15 days BUYER
168 may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to BUYER. Notification will be
169 made on the Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to receive a refund of Deposit upon
170 signing of the Tallahassee Board of REALTORS® Termination Form.

171 **WARRANTED ITEMS: SELLER will have warranted items in proper working condition on the day of Closing or**
172 **possession, whichever occurs first. Warranted items are the heating and cooling systems, electrical system,**
173 **plumbing, appliances, well, septic tank and systems, irrigation system, owned or leased security system, pool and**
174 **spa, pool and porch screens, plumbing boots, missing roof tiles or shingles.** SELLER is not obligated to bring any
175 item into compliance with current building code or regulations unless necessary to repair a warranted item. SELLER is not
176 required to repair Cosmetic Conditions. "Proper Working Condition" means operating in the manner in which the item
177 was designed to operate. "Cosmetic Condition" means aesthetic imperfections that do not affect the working condition of
178 the item, including, but not limited to: pitted marcite, tears, worn spots and discoloration of floor coverings, wallpapers,
179 or window treatments; fogged or cracked windows, fireplace; nail holes, scrapes, scratches, dents, chips or caulking in
180 ceilings, walls, flooring, tile, fixtures, or mirrors; and cracks in walls, floor tiles, driveways, sidewalks, pool decks, and
181 garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall NOT be considered defects
182 that SELLER must repair or replace. Notification of repairs for Warranted Items shall be made on the Tallahassee Board
183 of REALTORS® Notification of Repairs form to which the complete Inspection Report shall be attached. This notification
184 shall be submitted to SELLER within 15 days of the Contract Date.

BUYERS Initials: _____

SELLERS Initials: _____

- 185 B. BUYER agrees to accept the Property in its present "as is" condition.
186
187 1. Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing
188 in repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time
189 within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to
190 BUYER. Notification will be made on the Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to receive
191 a refund of Deposit upon signing of the Termination Form.
192 SELLER will not do WDO repairs and/or treatment.
193 SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11.
194
- 195 2. BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do
196 further inspections, including WDO inspection.

195 In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first,
196 to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause 11. If BUYER fails to do
197 the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the
198 Property in its current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and
199 return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection).

200 C. WOOD DESTROYING ORGANISMS INSPECTION: A Wood Destroying Organism Inspection Report for BUYER may be performed
201 within 15 days of the Contract Date by a state licensed pest control firm showing all buildings on the premises to be visibly
202 free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms (sometimes
203 referred to, but not limited to, wood rot). Fences are excluded. Decks are or are not included. If report shows infestation
204 and/or damage, SELLER shall treat the infestation and repair the damage up to 2% of purchase price; or If the amount required
205 for treatment and/or repairs is in excess of 2% of purchase price, and even if SELLER is willing to make treatment and/or repairs,
206 BUYER may void Contract within 5 days of receipt of WDO report and SELLER'S repair estimate, by notifying SELLER, in writing,
207 on the Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to receive a refund of Deposit upon signing
208 of the Termination Form OR SELLER may terminate, by notifying BUYER, in writing, on the Tallahassee Board of REALTORS®
209 Termination Form and BUYER is entitled to receive a refund of Deposit upon signing the Termination Form.

210 Excluded from the WDO: _____

211 **12. MAINTENANCE:**

212 SELLER shall maintain Property, including items repaired/remedied, lawn, shrubbery, pool, any other improvements, until BUYER'S
213 Closing or possession, whichever occurs first, in the same condition as at time of Contract, ordinary wear and tear excepted.

214 **13. RISK OF LOSS:**

215 The risk of loss or damage to the Property is assumed by SELLER until Closing. If Property is damaged in excess of 3% of purchase price,
216 BUYER may have the option to void this Contract and receive a refund of Deposit. If Property is damaged up to and including 3% of the
217 purchase price, SELLER will have 15 days to restore Property to original condition as of Contract Date and proceed to Closing. If the 15 day
218 period extends past the Closing Date, Closing may be extended up to 15 days past the agreed upon Closing Date. SELLER will notify BUYER,
219 in writing, if Property cannot be restored within 15 days. BUYER may then void Contract by notifying SELLER, in writing on the Tallahassee
220 Board of REALTORS® Termination Form and BUYER is entitled to receive a refund of Deposit upon signing of the Termination Form.

221 **14. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS:**

222 Closing will take place in the county where Property is located unless otherwise agreed to in writing by all Parties. Closing must be
223 able to be conducted by mail or electronic means. Pursuant to Clause #5, Party ordering title insurance shall order from a Florida
224 licensed title insurer, for delivery to the proposed title insured, a title binder to be followed by a title insurance policy upon recording
225 of conveyance. The policy(s) will insure the title to the real Property, subject only to liens, encumbrances, exceptions or qualifications
226 set forth in this Contract and those which shall be discharged at or before Closing. If a defect in title is discovered, SELLER will have
227 15 days from receipt of notice of said defect within which to clear the defect at SELLER'S expense. If any such title defect cannot be
228 cured within the 15 days, BUYER may accept the title as is or BUYER may void the Contract by notifying SELLER, in writing on the
229 Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to receive a refund of Deposit. **BUYER IS ADVISED TO**
230 **HAVE OWNER'S TITLE INSURANCE ON ALL TRANSACTIONS.** Title to the real Property shall be conveyed by warranty deed unless
231 otherwise agreed in writing. SELLER represents that SELLER has legal authority and capacity to convey title to the Property with all
232 improvements. SELLER shall furnish to BUYER a SELLER'S lien affidavit that there have been no improvements to subject Property
233 for 90 days preceding Closing Date for which a lien could be filed. If the Property has been repaired within 90 days preceding
234 Closing Date, the SELLER shall deliver SELLER'S lien affidavit indicating payment of all sums owed. If closing company charges for
235 preparation of deed and/or lien affidavit, cost of preparation shall be paid for by Party choosing closing company. BUYER will take
236 title to the Property subject to any assumed mortgage(s), purchase money mortgage(s), taxes for the current and subsequent years,
237 special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications,
238 public utility easements, and restrictive covenants of record.

BUYERS Initials: _____

SELLERS Initials: _____

239 **15. PRORATIONS:**

240 All taxes, and assessments imposed by a Community Development District (CDD), for the current year, rents, interest and other
241 income and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of
242 Closing shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated
243 on the basis of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the
244 request of either Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash
245 due at Closing.

246 **16. SPECIAL ASSESSMENT LIENS:**

247 Special assessment liens as of Closing are to be paid by SELLER. Pending assessment(s) as of Closing will be assumed by BUYER,
248 provided, however, that where the improvement has been substantially completed as of Contract Date, such pending assessment(s)
249 shall be considered a lien and SELLER will be charged at Closing an amount equal to the last estimate of the improvement assessment.
250 Any pending assessment lien not disclosed to BUYER in writing prior to final signing of Contract will permit BUYER to void this
251 Contract and receive a refund of Deposit, unless paid by SELLER prior to or at time of Closing.

252 **17. LEASED PROPERTY:**

253 SELLER will furnish to BUYER copies of all written leases or estoppel letters from any persons without written occupancy
254 agreements, within 5 days from Contract Date. Estoppel letters will specify the nature and duration of occupancy and verify all
255 rents and rental deposit monies. If leases or estoppel letters are not received, or are unacceptable, BUYER may, within 15 days
256 from Contract Date, void Contract by notifying SELLER, in writing on the Tallahassee Board of REALTORS® Termination Form and
257 BUYER is entitled to receive a refund of Deposit upon signing Termination Form. All rental deposits and advance rents will be
258 transferred to BUYER at Closing.

259 **18. BUYER'S DISCLOSURES:**

260 THE FOLLOWING DISCLOSURES MAY CONTAIN CONTINGENCIES. IF A CONTINGENCY HAS NOT BEEN SATISFIED PURSUANT
261 TO THE TERMS OF THE CONTRACT, BUYER MAY TERMINATE THE CONTRACT WITHIN THE TIME FRAME SPECIFIED, IN
262 WRITING, ON THE TALLAHASSEE BOARD OF REALTORS® TERMINATION FORM AND RECEIVE A REFUND OF DEPOSIT UPON
263 SIGNING OF TERMINATION FORM. IF BUYER DOES NOT REPORT OTHERWISE, IN WRITING, TO THE SELLER WITHIN THE
264 REQUIRED TIME, CONTINGENCY SHALL BE DEEMED WAIVED AND BUYER SHALL PROCEED TO CLOSING.

265 **A. RADON GAS:**

266 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present
267 health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines
268 have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your
269 county health department. (Chapter 404.056(8), F.S.)

270 **B. BUILDING ENERGY EFFICIENCY:**

271 BUYER may have the energy efficiency of the building they are purchasing determined pursuant to Chapter 553.996, F.S.
272 BUYER acknowledges receipt of the Florida Building Energy-Efficiency Rating System Information Brochure.

273 BUYERS Initial _____

274 **C. PROPERTY TAXES:**

275 BUYER should not rely on SELLER'S current property taxes as the amount of property taxes that BUYER may be obligated to pay
276 in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of a property
277 that could result in higher property taxes. If you have questions concerning valuation, contact the county Property Appraiser's
278 office where the Property is located or see www.myflorida.com/dor/property/appraiser.html .

279 **D. ROAD AND DRAINAGE FACILITY MAINTENANCE:**

280 BUYER may be responsible for the maintenance of roads and related drainage, if any, serving this Property, and unless there
281 is an ownership interest in such roads and related drainage by governmental authorities, said governmental authority shall
282 have no responsibility for such maintenance. If the Property is served by street(s) and street related drainage facility(ies) which
283 are not dedicated to the public as determined exclusively by BUYER prior to signing the contract for sale and purchase, the
284 following shall apply if checked:

285 **PRIVATE STREET AND DRAINAGE CERTIFICATION:**

286 I hereby acknowledge that I am purchasing the Property referenced above and I understand that the City and/or County is not
287 responsible for street or drainage maintenance, and that I may be responsible for such maintenance of all street(s) which this
288 Property abuts.

BUYERS Initials: _____

SELLERS Initials: _____

- 289 E. **LAND USE DISCLAIMER:**
290 Land use regulations are unpredictable and constantly changing. The Property is subject to a Comprehensive Land Use Plan
291 for the jurisdiction in which it is located. The use of the Property may also be affected by restrictive covenants, easements,
292 zoning restrictions, or other land use restrictions. BUYER is also advised that if the Property lies within the boundary of a
293 municipality, it may be subject to land use restrictions of both the municipality and the County. BUYER should contact the
294 appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan
295 and zoning restrictions. This Contract is not contingent upon any land use issue, unless Tallahassee Board of REALTORS® Special
296 Clause Addendum, Clause #7 is made a provision of this Contract. BUYER accepts the Property subject to all current covenants,
297 restrictions, and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract.
298 SELLER, BROKER, and SALES ASSOCIATES make no representations regarding whether the Property is suitable for BUYER's
299 intended use of the Property. SELLER, BROKER, and SALES ASSOCIATES disclaim any liability regarding covenants, restrictions,
300 and easements of record, and government land use regulations. BUYER releases SELLER, BROKER and SALES ASSOCIATES from
301 any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government
302 land use regulations, or any other statements or representations regarding the use or potential use of the Property.
- 303 F. **SCHOOL ZONES:**
304 BUYER is advised to verify schools zones and possible school and grade level caps through the local school board.
305 For the Leon County School Board see www.info.leon.k12.fl.us/zones/by_address/Default.asp or call 850-487-7257.
306 For other counties see www.fldoe.org/schoolmap/flash/regionalmap.asp?bhcp=1
- 307 G. **SQUARE FOOTAGE:**
308 BUYER acknowledges they have not relied upon BROKER'S or SELLER'S estimate of square footage of Property. Square footage
309 is approximate and may have been provided by third party sources. If square footage is of concern to BUYER, BUYER is advised
310 to personally measure the Property.
- 311 H. **SEWER; SEPTIC TANKS:**
312 It is the responsibility of BUYER to contact the appropriate utility department to determine if a sewer is currently in use. If
313 the Property is on a septic tank system, it is the responsibility of BUYER to contact the local health department regarding the
314 continued use of that system.
- 315 I. **INSPECTIONS:**
316 BUYER is strongly advised to obtain property and whole house inspection(s) as provided for in the Contract for Sale and Purchase.
317 BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER is advised that some properties
318 may have materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed the manufacturer's
319 warranties and/or have been known to have defects, and that inspection is one way to identify this and determine the condition
320 of these materials. BUYER is aware that BROKERS and their SALES ASSOCIATES do not guarantee or warrant the condition of
321 the Property and are in no way responsible for the condition of the Property.
- 322 J. **SELLER'S DISCLOSURE:**
323 SELLER represents that SELLER does not know of any facts that materially affect the value of the Property, including but not
324 limited to violations of governmental laws, rules, and regulations, other than those that BUYER can readily observe or that
325 are known by or have been disclosed to BUYER.
- 326 K. **RESTRICTIVE COVENANTS:**
327 BUYER should contact applicable Homeowner's Association (If any) with any questions concerning the Property use and/or
328 restrictions and assessments. It is the responsibility of the BUYER to obtain and read any applicable Covenants and Restrictions
329 and to make sure the documents are complete and current.
330 This Contract is contingent upon BUYER obtaining Restrictive Covenants within 5 days of Contract Date and finding them satisfactory.
- 331 L. **BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY):**
332 BUYER has been provided a copy of the SELLER's written warranty and accepts it.
333 This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written
334 warranty provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable.
335 BUYER has been advised there is no written warranty.
- 336 M. **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:**
337 If membership in a homeowners' association is mandatory, an association disclosure summary is attached and incorporated
338 into this Contract. BUYER should not execute this contract until BUYER has received and read the disclosure summary.

BUYERS Initials: _____

SELLERS Initials: _____

339 **19. FAILURE OF PERFORMANCE:**

340 A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER
341 may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract
342 and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; **OR** SELLER
343 at SELLER'S option, may proceed to enforce SELLER'S rights by seeking specific performance. B) If for any reason other than failure
344 of SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the
345 BUYER may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for
346 damages resulting from SELLER'S breach.

347 **20. ATTORNEY FEES AND COSTS:**

348 In connection with any litigation, including appeals, arising out of this Contract, the prevailing Party shall be entitled to recover
349 all costs incurred, including reasonable attorney fees. Escrow Agent may, at Agent's option, continue to hold the subject matter of
350 the escrow until the parties agree to its disbursement or Escrow Agent may deposit same with the clerk of the circuit court having
351 jurisdiction of the dispute. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and
352 costs from the Deposit and will recover reasonable attorneys fees and costs to be paid from the escrowed funds or equivalent and
353 charged and awarded as court costs in favor of the prevailing Party.

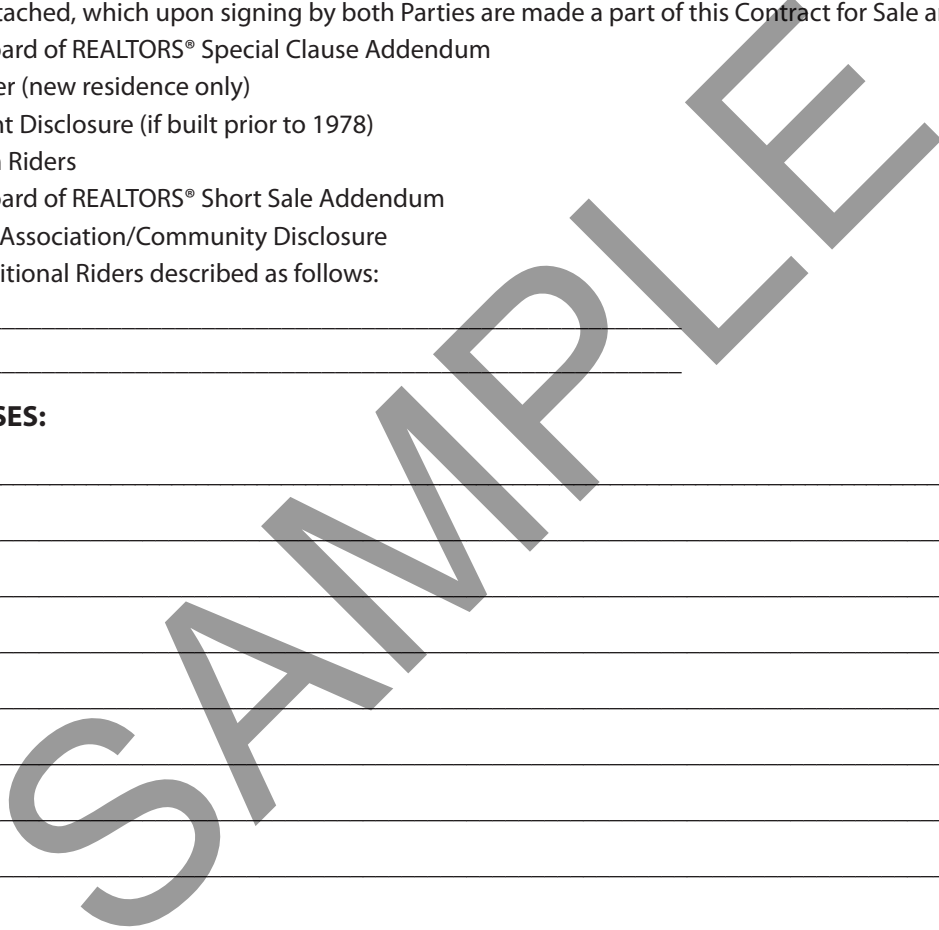
354 **21. ADDENDUM** attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase:

- 355 Tallahassee Board of REALTORS® Special Clause Addendum
- 356 Insulation Rider (new residence only)
- 357 Lead Base Paint Disclosure (if built prior to 1978)
- 358 Condominium Riders
- 359 Tallahassee Board of REALTORS® Short Sale Addendum
- 360 Homeowners' Association/Community Disclosure
- 361 # _____ Additional Riders described as follows:

362 _____
363 _____

364 **22. SPECIAL CLAUSES:**

365 _____
366 _____
367 _____
368 _____
369 _____
370 _____
371 _____
372 _____
373 _____
374 _____
375 _____
376 _____
377 _____
378 _____



BUYERS Initials: _____

SELLERS Initials: _____

379 **23. NOTIFICATIONS:**

380 Upon signature by all Parties, this Contract constitutes the entire agreement between the Parties and no other agreement exists except
381 those in writing, signed and dated by all Parties. Written provisions inserted in this Contract, or amended by attached addenda, will
382 control all printed provisions in conflict. The placement of "x" or "✓" within a box shall make the provision applicable. Any written
383 notifications not delivered in time frames specified shall be deemed waived and Parties shall proceed to closing. All notices will be
384 in writing and will be delivered to the parties and Broker by mail, personal delivery, or electronic media. **Any notice, document,
385 or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as
386 effective as if delivered to or received by that party.**

387 **24. TIME FOR ACCEPTANCE; CONTRACT DATE:**

388 If this Contract For Sale and Purchase is not executed by SELLER and BUYER prior to (date) _____,
389 at _____ : _____ am pm, the Deposit will be returned to BUYER and this offer will be null and void. The Contract Date will
390 be the date when the last Party dated and signed the offer or final counter offer.

391 **25. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

392 ALL REFERENCES TO TIME FRAMES SHALL BE CALENDAR DAYS INCLUDING WEEKENDS AND HOLIDAYS AND IN THE TIME ZONE
393 WHERE PROPERTY IS LOCATED.

394 **26. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF A REAL
395 ESTATE ATTORNEY PRIOR TO SIGNING. THIS CONTRACT SHALL NOT BE RECORDED.**

396 **27.** _____ DATE
BUYER

397 _____ DATE
BUYER

398 **28. SELLER'S RESPONSE SECTION**

- 399 SELLER accepts offer as presented.
400 SELLER counters BUYER'S offer (see separate COUNTER OFFER FORM. If a COUNTER OFFER FORM is fully
401 executed by BUYER and SELLER it becomes a part of this Contract For Sale and Purchase).

402 _____ DATE
SELLER
403 _____ DATE
SELLER

404 SELLER rejects offer. (SELLER should initial and date for rejection)

405 _____
SELLING SALES ASSOCIATE (PRINT NAME) COMPANY NAME LICENSE #

406 _____
AGENT REAL ESTATE LICENSE # E-MAIL PHONE

407 _____
LISTING SALES ASSOCIATE (PRINT NAME) COMPANY NAME LICENSE #

408 _____
AGENT REAL ESTATE LICENSE # E-MAIL PHONE