



**PURCHASE AND SALE AGREEMENT
 COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF
 THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**



REALTOR®

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1 _____

2 _____ ("BUYER/PURCHASER") (name(s) as reflected on government-
 3 issued photo ID and **marital status** if individual(s)) and _____

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

10 **PROPERTY DESCRIPTION:**

11 (a) Street address, city, zip code: _____

12 (b) The Property is located in _____ County, Florida. Property Tax ID No: _____

13 (c) Legal description of the Real Property (if lengthy, see attached legal description): _____

14 _____

15 _____

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

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

24 (A) Binder deposit is paid herewith or, is due within _____ days after \$ _____
 25 date of acceptance of this Agreement, which will remain a binder until
 26 closing unless sooner disbursed according to the provisions of this
 27 Agreement. If neither box is marked binder deposit is to be paid herewith

28 (B) Additional binder deposit due on or before _____ or \$ _____
 29 _____ days after date of acceptance of this Agreement

30 (C) Proceeds of a note and mortgage to be executed by BUYER to any \$ _____
 31 Lender other than SELLER (base loan amount excluding FHA MIP,
 32 funding fees or financed closing costs)

33 (D) Seller financing by note and mortgage executed by BUYER to SELLER \$ _____
 34 (requires use of Seller Financing Addendum)

35 (E) Balance due at closing (not including BUYER's closing costs, prepaid \$ _____
 36 items or prorations) by wire transfer or, if allowed by settlement agent,
 37 by cashier's or official check drawn on a United States banking institution

38 (F) **PURCHASE PRICE** \$ _____

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

40 Name: _____

41 Address: _____

42 Phone: _____ Fax: _____

43 E-mail _____

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

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

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

53 (A) **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the
54 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to
55 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has
56 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal
57 Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth
58 the appraised value of the Property of not less than \$ _____. The PURCHASER shall have
59 the privilege and option of proceeding with consummation of this contract without regard to the amount
60 of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
61 the Department of Housing and Urban Development will insure. HUD does not warrant the value or the
62 condition of the Property. The PURCHASER should satisfy himself/herself that the price and condition
63 of the Property are acceptable."

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

66 (B) **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER
67 shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the
68 purchase of the Property described herein, if this Agreement purchase price or cost exceeds the
69 reasonable value of the Property established by the Veterans Administration. The BUYER shall,
70 however, have the privilege and option of proceeding with the consummation of this Agreement without
71 regard to the amount of reasonable value established by the VA.

72 (C) **CONVENTIONAL OR USDA FINANCING:** If BUYER's financing is conventional or USDA, it is
73 expressly agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur
74 penalty by forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property
75 described herein if the purchase price exceeds the appraised value of the Property as established by
76 the lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation of
77 this Agreement without regard to the amount of said appraised value. This contingency shall expire 5
78 days after expiration of the Loan Approval Period.

79 (D) **OTHER FINANCING:** **SELLER FINANCING** **MORTGAGE ASSUMPTION.** If marked, see
80 applicable Addendum attached hereto and made a part hereof.

81 **APPLICATION:** Within ____ days (5 days if left blank) after date of acceptance of this Agreement,
82 BUYER will complete the application process for mortgage loan(s). BUYER will timely furnish any and all
83 credit, employment, financial, and other information required by lender sufficient to generate a Loan
84 Estimate, pay all fees required by BUYER's lender and make a continuing and diligent effort to obtain
85 loan approval, **otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose
86 information regarding the status, progress and conditions of loan application and loan approval to
87 SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent.
88 **BUYER and SELLER hereby further authorize BUYER's lender and the closing**
89 **attorney/settlement agent to provide a copy of the combined settlement statement and the**
90 **BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to**
91 **BUYER and SELLER, both before and at closing (consummation).**

92 Unless the mortgage loan is approved within ____ days (45 days if left blank) after date of acceptance
93 of this Agreement, without contingencies other than lender-required repairs/replacements/treatments,
94 marketable title and survey, hereinafter called the **Loan Approval Period**, **BUYER shall have 5 days**
95 **thereafter to terminate this Agreement by written notice to the SELLER, or be deemed to have**
96 **waived the financing contingency.** If BUYER does not terminate this Agreement within said 5 day
97 period neither BUYER nor SELLER shall have a right to terminate this Agreement under this paragraph,
98 the binder deposit shall not be refundable because of BUYER's failure to obtain financing, and this
99 Agreement shall continue through the date of closing.

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

101 (A) If title evidence and survey, as specified below, show SELLER is vested with marketable title, including
102 legal access, the transaction will be closed and the deed and other closing papers delivered on or
103 before **(mark only one box):**

104 ____ days (15 days if left blank) after the **Loan Approval Period**; or

105 _____ (specific date); or

106 ____ days after date of acceptance of this Agreement,

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

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

113 (B) **Extension of Date of Closing:** If closing cannot occur by the date of closing due to Consumer
114 Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the
115 period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act
116 of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from
117 being performed or causes the unavailability of insurance, all time periods, including the date of closing,
118 will be extended for the period of time that any of the above prevents performance of any obligation
119 under this Agreement, but in no event more than 5 days after restoration of services essential to the
120 closing process and availability of applicable insurance. If force majeure prevents performance of any
121 obligation under this Agreement for more than 30 days beyond the date of closing, BUYER or SELLER
122 may terminate this Agreement by delivering written notice to the other party.

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

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

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

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

144 5. **SURVEY:** At least _____ days before date of closing (10 days if left blank), the party paying for the survey
145 shall cause to be delivered to the closing attorney/settlement agent (**mark only one box**):

146 a new staked survey of the Property dated within (3) months of date of closing showing all improvements,
147 certified to BUYER, SELLER, lender, and the title insurer in compliance with Florida law; or

148 a copy of a previously made survey of the Property showing all existing improvements and sufficient to
149 allow removal of the survey exceptions from the title insurance commitment **or, if insufficient, then a**
150 **new staked survey is required;** or

151 No survey is required.

152 **If a surveyor's flood elevation certificate is required, BUYER shall pay for it.**

153 6. **CASUALTY LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, SELLER shall
154 immediately notify BUYER in writing. If the cost of repair or restoration does not exceed 3% of the Purchase
155 Price, cost of repair or restoration will be an obligation of SELLER and closing will proceed pursuant to the
156 terms of this Agreement. If the cost of repair or restoration exceeds 3% of the Purchase Price, BUYER may
157 terminate this Agreement by giving written notice to SELLER within 10 days after BUYER's receipt of written
158 notice from SELLER of the casualty. If BUYER has not so terminated, SELLER shall have 30 days from the
159 end of said 10 day period to complete the repairs in accordance with the conditions required by paragraph
160 14 and all applicable laws. Closing shall occur within 20 days thereafter but not sooner than the date of
161 closing as set forth in paragraph 3.

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

167 after receipt of SELLER's written notice of refusal to pay the excess costs to terminate this Agreement, or be
168 deemed to have elected to proceed with this transaction.

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

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

181 8. **BUYER WILL PAY:**

182 (A) CLOSING COSTS:

- | | |
|--|---|
| 183 <input type="checkbox"/> Recording fees | <input type="checkbox"/> One-year home warranty _____ |
| 184 <input type="checkbox"/> Intangible tax | <input type="checkbox"/> VA funding fee |
| 185 <input type="checkbox"/> Note stamps | <input type="checkbox"/> Mortgage insurance premium |
| 186 <input type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 187 <input type="checkbox"/> Title insurance endorsements | <input type="checkbox"/> Survey |
| 188 <input type="checkbox"/> Lender's flood certification fees | <input type="checkbox"/> Closing attorney/settlement fee |
| 189 <input type="checkbox"/> Mortgage origination charges | <input type="checkbox"/> BUYER's courier/wire fees |
| 190 <input type="checkbox"/> Appraisal fee | <input type="checkbox"/> Title search |
| 191 <input type="checkbox"/> Credit report (s) | <input type="checkbox"/> Municipal lien search |
| 192 <input type="checkbox"/> Inspection and reinspection fees | <input type="checkbox"/> Broker transaction fee \$ _____ |
| 193 <input type="checkbox"/> Tax service fee | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 194 <input type="checkbox"/> Wood-destroying organism report | |
| 195 <input type="checkbox"/> Other _____ | |

196 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by
197 law or regulation, **together with lender related settlement/title service fees charged to process,**
198 **close and post close BUYER's loan(s).**

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

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

203 9. **SELLER WILL PAY:**

204 (A) CLOSING COSTS:

- | | |
|---|--|
| 205 <input type="checkbox"/> Deed stamps | <input type="checkbox"/> One-year home warranty _____ |
| 206 <input type="checkbox"/> Owner's title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 207 <input type="checkbox"/> Title search | <input type="checkbox"/> Appraisal fee |
| 208 <input type="checkbox"/> Closing attorney/settlement fee | <input type="checkbox"/> Municipal lien search |
| 209 <input type="checkbox"/> Survey | |
| 210 <input type="checkbox"/> Satisfaction of mortgage and recording fee | |
| 211 <input type="checkbox"/> SELLER's courier/wire fees | |
| 212 <input type="checkbox"/> Other _____ | |

213 _____
214 (B) Real estate commission and broker transaction fee pursuant to the listing agreement.

215 (C) Condominium and homeowners' association estoppel/statement fees, payable upon request by the
216 closing attorney/settlement agent.

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

219 (E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's
220 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**
221 **8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D). This amount will include all VA non-
222 allowables not specified to be paid by SELLER.

223 (F) All mortgage payments, condominium and homeowners' association fees and assessments, CDD fees

224 and government special assessments due and payable shall be paid current at SELLER's expense at
225 the time of closing.

226 (G) **Property Assessed Clean Energy Financing ("PACE")**. At or before closing, SELLER will pay in full
227 the amount of any assessment or lien imposed on the Property pursuant to Section 163.08 of the
228 Florida Statutes for a qualifying improvement to the Property related to energy efficiency, renewable
229 energy, or wind resistance.

230 (H) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by a
231 public body that are certified, confirmed and ratified before the date of closing not payable in
232 installments; and (ii) the amount of the public body's most recent estimate or assessment for an
233 improvement which is substantially completed as of date of acceptance of this Agreement but that has
234 not resulted in a lien being imposed on the Property before closing. "Public body" does not include a
235 condominium or homeowners' association or CDD.

236 If public body special assessments may be paid in installments (Mark only one box)

237 BUYER shall pay installments due after date of closing.

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

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

243 10. **DEFAULT:**

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

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

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

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

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

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

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

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

281 (B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or
282 relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and
283 Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by

284 jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly
285 or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their
286 own costs and attorney's fees except for interpleader's attorney's fees and costs, which shall be payable
287 as set forth in paragraph 12(A).

288 13. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has the legal authority and
289 capacity to convey the Property, and that no other person or entity has an ownership interest in the Property.
290 SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property
291 other than those which BUYER can readily observe **except:** _____
292

293 SELLER further represents that the Property is not now and will not be prior to the date of closing subject to
294 a municipal or county code enforcement proceeding and that no citation has been issued **except:**
295

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

303 (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the BUYER
304 of real property with a building for occupancy located thereon may have the building's energy-efficiency
305 rating determined. BUYER acknowledges receipt of the Florida energy efficiency rating information
306 brochure prepared by the State of Florida at the time of or prior to BUYER signing this Agreement.

307 (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has
308 accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to
309 it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in
310 Florida. Additional information regarding radon testing may be obtained from your county health unit.

311 (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies whether
312 flood insurance is required and what restrictions apply to improving the Property and rebuilding in the
313 event of casualty.

314 (D) **Community Development District:** The Property may be in a Community Development District (CDD).
315 **See Community Development District Disclosure for further information.**

316 (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause
317 health problems and damage to the Property.

318 (F) **Defective Drywall:** The presence of defective drywall in a home may cause health problems and damage
319 to the Property.

320 (G) **Airport Notice Zones:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER
321 and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

322 (H) **Historic Districts:** BUYER is advised to verify with appropriate government agencies whether the
323 Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions. **See**
324 **Historic District Disclosure for further information.**

325 (I) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood
326 crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of the
327 Property.

328 14. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until
329 closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments. If BUYER
330 elects not to have inspections and investigations performed, or fails to make a timely request for
331 repairs/replacements/treatments as set forth in this paragraph 14, BUYER accepts the Property in its "**AS IS**"
332 condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all
333 damages to the Property resulting from inspections and investigations, and BUYER will return the Property to
334 its pre-inspection condition. These obligations shall survive termination of this Agreement.

335 (A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations during
336 the time provided for inspections and investigations in this paragraph and, if not, the time for inspections
337 and investigations will be extended by the time access was denied. If utilities are not active at the time the
338 inspections, investigations or appraisal are to be made, SELLER will pay to have the utilities (including,
339 but not limited to, electricity, fuel/gas and water) activated for these purposes.

340 Within _____ days (10 days if left blank) after the date of acceptance of this Agreement (“Inspection
341 Period”), BUYER may have the Property inspected and investigated by appropriately licensed inspectors
342 or persons/entities holding a Florida license to build, repair or maintain the items inspected. BUYER and
343 BUYER’S Broker have the right to be present during all inspections and investigations. The inspections
344 and investigations include, but are not limited to:

- 345 (1) testing and inspecting all major appliances, heating, cooling, mechanical, electrical and plumbing
346 systems, well and septic (including drain field systems), saltwater and freshwater ground permeation
347 and intrusion, the roof, pool and pool equipment, defective drywall, defective flooring, mold,
348 asbestos, lead-based paint, drainage, radon gas and environmental and sinkhole conditions;
- 349 (2) inspecting for active infestation and/or damage from termites and other wood-destroying organisms;
350 and
- 351 (3) verifying the cost and availability of insurance, that condominium/homeowner’s association insurance
352 is satisfactory to BUYER’s lender, verifying square footage measurements, and reviewing applicable
353 zoning and historic classifications, covenants, restrictions, easements, rules, and other governing
354 documents affecting the Property.

355 If BUYER determines, in BUYER’s **sole discretion**, that the Property is not acceptable to BUYER,
356 BUYER may prior to the expiration of the Inspection Period:

- 357 • terminate this Agreement by delivering written notice of termination to SELLER together with a copy of
358 all written reports, if any, of inspections and investigations if such reports are requested by SELLER
359 **(delivery of the NEFAR Release of Deposit and Mutual Agreement to Cancel Purchase and Sale
360 Agreement is not sufficient as a written notice of termination);** or
- 361 • submit BUYER’s written request to SELLER for repairs/replacements/treatments, together with a copy
362 of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have 7 days
363 from SELLER’s receipt of such request within which to enter into a written agreement for
364 repairs/replacements/treatments. If BUYER and SELLER have not entered into such written
365 agreement within the 7 days, then BUYER may terminate this Agreement by giving written
366 notice of termination to SELLER within 3 days after the 7 days, or be deemed to have accepted
367 the Property without repairs/replacements/treatments except as may otherwise be provided in
368 this Agreement. BUYER’S request for repairs/replacements/treatments or written agreement
369 between BUYER and SELLER as to same shall not eliminate BUYER’s right to terminate this
370 Agreement at any time within the Inspection Period.**

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

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

381 SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately
382 licensed persons within 10 days after entering into a written agreement for such with BUYER **and receipt
383 by SELLER of written notice of BUYER’s loan approval, if applicable.** SELLER shall notify BUYER in
384 writing upon completion of all agreed upon repairs/replacements/treatments and provide BUYER with
385 copies of all receipts for same at that time. BUYER may, within 3 days after receipt of SELLER’s written
386 notice and delivery of such receipts, reinspect the Property solely to verify that SELLER has completed
387 the agreed upon repairs/replacements/treatments. No other repair/replacement/treatment issues may be
388 raised as a result of this reinspection.

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

- 391 (B) **Broker’s Notice**: BUYER and SELLER acknowledge and agree that neither the Listing Broker nor Selling
392 Broker warrants the condition, size or square footage of the Property, and neither is liable to BUYER or
393 SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs regarding same.
394 BUYER and SELLER hereby release and hold harmless said Brokers and their licensees from any
395 losses, damages, claims, suits, and costs arising out of or occurring with respect to the condition, size or
396 square footage of the Property. Brokers shall not be liable for the performance by any provider of
397 services or products recommended by Brokers. Such recommendations are made as a courtesy. BUYER
398 and SELLER may select their own providers of services or products.

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

402 15. **POSSESSION:**

403 BUYER will be given possession at closing;

404 or

405 BUYER will be given possession within _____ days after closing at no rental cost to SELLER or as
406 otherwise set forth in paragraph 17 hereof.

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

408 **If possession is to be delivered before or after closing, the BUYER and SELLER shall execute a**
409 **separate possession agreement prepared by legal counsel at possessor's expense at least 5 days**
410 **before closing.**

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

413 SELLER represents that there are no parties in possession other than SELLER, or that any parties in
414 possession other than SELLER shall vacate the Property before the date of closing;

415 or

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

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

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

435

436 Items specifically excluded from this Agreement:

437

438

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

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

441 Condominium Rider

442 Homeowners' Association/Community Disclosure Addendum

443 Lead-Based Paint Disclosure For Residential Sales Addendum (required for pre-1978 homes)

444 Continued Marketing Addendum

445 Coastal Construction Control Line Disclosure Addendum

446 Short Sale Addendum

447 USDA Financing Addendum

448 For Your Protection: Get a Home Inspection (for FHA Financing)

449 Counter Offer Addendum (To accept a counter offer, BUYER and SELLER must sign both this Agreement
450 and the Counter Offer Addendum.)

451 Energy-Related Improvement Assessment Addendum (affects only properties that have PACE financing)

452 Other (Specify here) _____

453 **ADDITIONAL TERMS AND CONDITIONS:** _____

454 _____

455 _____

456
457
458
459

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

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

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

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

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

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

493 23. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal Revenue
494 Service Code Section 1031(which shall not delay the closing), in which event BUYER and SELLER agree to
495 sign documents required to effect the exchange, provided the non-exchanging party shall not incur any
496 costs, fees or liability as a result of or in connection with the exchange.

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

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

504 26. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED
505 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING ELECTRONICALLY OR BY
506 FAX) ON OR BEFORE _____:01 A.M. P.M. _____ (DATE), THIS OFFER WILL BE
507 DEEMED WITHDRAWN.
508 THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE _____HOURS (24
509 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS DELIVERED.

510 27. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this
511 Agreement is last executed by BUYER and SELLER and a fully executed copy has been delivered to
512 BUYER and SELLER.

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

514 **WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies,**
515 **settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to**
516 **the account of the criminal. The emails look legitimate, but they are not. BUYER and SELLER are**
517 **advised not to wire any funds without personally speaking with the intended recipient of the wire to**
518 **confirm the routing number and the account number. BUYER and SELLER should not send personal**
519 **information such as social security numbers, bank account numbers and credit card numbers except**
520 **through secured email or personal delivery to the intended recipient. BUYER and SELLER agree to**
521 **indemnify and hold harmless all brokers from all losses, liabilities, charges and costs they may incur**
522 **due to any and all wire transfers or wire instructions relating to the transfer or issuance of funds.**

523 _____
524 BUYER _____ DATE _____ SELLER _____ DATE _____
525 Marital Status: _____ Marital Status: _____

526 _____
527 BUYER _____ DATE _____ SELLER _____ DATE _____
528 Marital Status: _____ Marital Status: _____

529 _____
530 BUYER _____ DATE _____ SELLER _____ DATE _____
531 Marital Status: _____ Marital Status: _____

532 _____
533 BUYER _____ DATE _____ SELLER _____ DATE _____
534 Marital Status: _____ Marital Status: _____

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

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

540 _____
541 Company _____ By _____ Title _____

END OF PURCHASE AND SALE AGREEMENT

542 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph**
543 **12 and 18 above. This Agreement shall not be used to modify any multiple listing service or other offer of**
544 **compensation made by Listing Broker or SELLER to Selling Broker.**

545 _____
546 Firm Name of Selling Broker _____ Firm Name of Listing Broker _____

547 _____
548 Broker's State License ID (BK Real Estate Number) _____ Broker's State License ID (BK Real Estate Number) _____

549 _____
550 Phone for Selling Broker _____ Phone for Listing Broker _____

551 _____
552 Selling Broker Office Address _____ Listing Broker Office Address _____

553 _____
554 Selling Broker City, State, Zip Code _____ Listing Broker City, State, Zip Code _____

555 By: _____ By: _____
556 Authorized Licensee Signature _____ Authorized Licensee Signature _____

557 _____
558 Printed Name of Licensee _____ Printed Name of Licensee _____

559 _____
560 Email Address _____ Email Address _____

561 _____
562 Phone for Selling Licensee _____ Phone for Listing Licensee _____

563 _____
564 Licensee's State License ID _____ Licensee's State License ID _____
565 (BK or SL Real Estate Number) (BK or SL Real Estate Number)