



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

(REVISED SEPTEMBER 2009)



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
3 the SELLER 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 If no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract.
12 POSSESSION OF THE PROPERTY WILL BE DELIVERED TO BUYER AT CLOSING at which time SELLER will have removed all personal
13 items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make Closing
14 impossible, Closing may be extended up to 3 days after restoration of utilities and other services essential to Closing. But if Closing
15 can not happen within 14 days after Closing Date either Party may terminate this Contract by delivering written notice to the other
16 Party and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract.

17 4. PURCHASE PRICE; METHOD OF PAYMENT:

18 Initial Deposit in the amount of \$ \_\_\_\_\_ to be held in trust, along with any additional Deposits by:
19 Name: \_\_\_\_\_
20 Address: \_\_\_\_\_
21 Phone Number: \_\_\_\_\_

22 A. Amount of initial Deposit applicable to down payment [ ] accompanies this offer [ ] to be made
23 within \_\_\_\_\_ days after Contract Date..... \$ \_\_\_\_\_

24 B. An additional Deposit in the amount of ..... \$ \_\_\_\_\_
25 shall be due on or before the following date: \_\_\_\_\_.
26 If said sum is not timely received BUYER shall be in default.

27 C. New third party financing (see Clause #7A) [ ] Conventional [ ] FHA [ ] VA [ ] \_\_\_\_\_ \$ \_\_\_\_\_

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

29 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C)..... \$ \_\_\_\_\_

30 F. Other:..... \$ \_\_\_\_\_

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

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

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

36 H. PURCHASE PRICE ..... \$ \_\_\_\_\_

37 **5. EXPENSES:**

38 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. Should  
39 Contract not close, each Party will pay for items stipulated below except the SELLER will not be responsible for any costs on behalf of BUYER.

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

- 41  Owner's Title Insurance (primary issue) plus Fees
- 42  Mortgagee's Title Insurance (simultaneous issue) plus Endorsements
- 43  One half of all Title Insurance Costs
- 44  Loan Origination Fee
- 45  Loan Discount Points
- 46  Intangible Tax on Mortgage(s)
- 47  Documentary Stamps on Note(s)
- 48  Recording Fees
- 49  Credit Report
- 50  Appraisal Fee(s)
- 51  Survey
- 52  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 (if any)
- Home Warranty not to exceed \$ \_\_\_\_\_.
- Wood Destroying Organisms Inspection(s) not to exceed \$ \_\_\_\_\_
- Inspection Fees per Clause 12
- Other Fees (specify) \_\_\_\_\_
- \_\_\_\_\_

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

- 54  Brokerage Fee
- 55  Documentary Stamps on Deed
- 56  Mortgage Satisfaction & Recording Fees
- 57  Any Applicable Prepayment Penalty
- 58  SELLER'S Attorney's Fees (if any)
- 59  Wood Destroying Organisms Inspection(s) not to exceed \$ \_\_\_\_\_
- 60  Wood Destroying Organisms Treatment/Repairs not to exceed \$ \_\_\_\_\_  see Clause #11
- 61  Owner's Title Insurance (primary issue) plus Fees
- 62  Mortgagee's Title Insurance (simultaneous issue) plus Endorsements
- 63  One half of all Title Insurance Costs
- 64  Survey
- 65  Home Warranty not to exceed \$ \_\_\_\_\_.
- 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
- Repairs & Replacements required by LENDER (not including WDO treatment/repairs) not to exceed \$ \_\_\_\_\_
- Other Fees (specify) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

68 THE FOLLOWING TO BE ORDERED BY:	BUYER	SELLER	
69 Title Insurance	<input type="checkbox"/>	<input type="checkbox"/>	
70 Survey	<input type="checkbox"/>	<input type="checkbox"/>	
71 WDO Inspection(s)	<input type="checkbox"/>	<input type="checkbox"/>	from _____
72 Home Warranty	<input type="checkbox"/>	<input type="checkbox"/>	from _____

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

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

- 75  Above Ground Pool                       Generator                       Refrigerator  with Ice Maker                       Water Softener/Purifier
- 76  Ceiling Fans--all                       Ice Maker--Stand Alone                       Satellite System                       Window Treatments--all
- 77  Central Vacuum and Attachments                       Intercom                       Security System--owned                       Window/Wall AC
- 78  Dishwasher                       Light Fixtures -- all                       Spa or Hot Tub with Heater                       \_\_\_\_\_
- 79  Disposal                       Microwave Oven                       Sprinkler System                       \_\_\_\_\_
- 80  Dryer                       Pool Equipment                       Storage Shed                       \_\_\_\_\_
- 81  Garage Door Opener                       Pool Heater                       Trash Compactor                       \_\_\_\_\_
- 82                      and Transmitter(s)                       Range/Oven                       Washer                       \_\_\_\_\_

83 The following items are excluded from the purchase: \_\_\_\_\_

84 \_\_\_\_\_

85 **7. FINANCING:**

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

87 BUYER shall have **15** days from Contract Date to secure to BUYER'S satisfaction new third party financing as stipulated in  
88 Clause #4C (plus any applicable FHA MIP, VA, or other funding fees). Once the 15 day period passes, if BUYER has not notified  
89 SELLER of BUYER'S desire to void Contract due to financing reasons, Contract will no longer be contingent on financing, with  
90 the exception that any provision in Clause #8 pertaining to appraisal shall still be applicable. At any time within the 15 days  
91 BUYER may void Contract by notifying SELLER, in writing, that BUYER can not obtain satisfactory financing. Notification will  
92 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing  
93 of the Termination Form. Once the 15 day period passes if the BUYERS loan is declined the deposit will NOT be refunded  
94 for any financing reason other than those having to do with the provision in Clause 8 pertaining to appraisal. If BUYER has  
95 not already made loan application prior to Contract, BUYER will make complete loan application no later than **5** days from  
96 Contract Date. FAILURE TO MAKE COMPLETE LOAN APPLICATION WITHIN 5 DAYS SHALL CONSTITUTE A WAIVER OF THIS  
97 FINANCING CONTINGENCY. COMPLETE LOAN APPLICATION INCLUDES FURNISHING TO THE LENDER ANY CREDIT, FINANCIAL,  
98 EMPLOYMENT, TAX RETURNS OR OTHER INFORMATION REQUESTED BY THE LENDER. UPON LENDER REQUEST, BUYER WILL  
99 PAY FOR AND AUTHORIZE ORDERING OF CREDIT REPORT AND APPRAISAL.

100 The following applies:

101  BUYER has made loan application prior to Contract and will pay for and authorize ordering of appraisal upon lender request.

102  BUYER has not yet made loan application but will do so per the terms stated above.

103 BUYER authorizes BUYER'S lender to disclose information regarding the status and conditions of the loan application and approval  
104 to the SELLER, SELLER'S Sales Associate, and Closing agent.

105 B.  **ASSUMPTION OF MORTGAGE:**

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

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

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

116 C.  **SELLER FINANCING:**

117 Purchase money note and mortgage from BUYER to SELLER bearing interest at \_\_\_\_\_% per annum for a term of  
118 \_\_\_\_\_ years, payable \$ \_\_\_\_\_ PI, per \_\_\_\_\_.  This is a balloon mortgage with final payment  
119 of remaining principal balance to be due with \_\_\_\_\_ payment.

120 Purchase money mortgage and note to SELLER shall provide for the following: A) Insurance against loss by fire, with extended  
121 coverage, in an amount not less than the total amount of all mortgages or 80% of replacement value, whichever is greater.  
122 Mortgagee shall be named as loss payee; B) Acceleration, at the option of the holder, after 30 days default if a first mortgage and  
123 after 15 days default if a second mortgage; C) If a payment is received more than 15 days late, a late charge of 5% of the payment is  
124 applicable; D) The maintenance in good standing of all prior liens; E) The right of a mortgagor to prepay all or part of the principal  
125 at any time with interest to date of payment without penalty; F) Prior written consent of mortgagee to any additional advances  
126 from superior mortgage holders; G) All sums outstanding under the mortgage shall be due in full on resale of the Property.

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

128 A. If appraisal sets forth the appraised value of less than purchase price, BUYER will:

129 1. Have the option of proceeding with Closing of the Contract without regard to the amount of the appraised valuation;  
130 or

131 2. Within 3 days of BUYER being notified of appraised value, if BUYER and SELLER cannot come to a mutually agreeable sales  
132 price, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination Form and  
133 BUYER will receive a refund of Deposit upon signing of the Termination Form.

134 B. If appraisal of the Property is insufficient to meet the terms of loan approval (other than value), within 3 days of BUYER receiving  
135 notification of the insufficiency, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors  
136 Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

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

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

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

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

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

164 **11. WOOD DESTROYING ORGANISMS INSPECTION:**  
165 A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing  
166 by a state licensed pest control firm showing all buildings on the premises except \_\_\_\_\_  
167 to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms  
168 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above.  
169 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT.  
170 A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount  
171 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or  
172 B. If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy  
173 and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of  
174 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days  
175 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination  
176 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.  
177 C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair,  
178 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment  
179 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee  
180 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

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

183 SELLER acknowledges that any known facts concerning the condition of the Property have been disclosed to the BUYER and Brokers.  
184 **SELLER agrees to provide access and all utilities for BUYER'S inspections. BUYER shall be responsible for cost of all inspections,**  
185 **except for WDO inspection which shall be paid by the Party stipulated in Clause 5.** If BUYER fails to make inspections, or deliver  
186 timely written notice within 15 days of Contract Date as stipulated below BUYER waives all rights to do so and agrees to accept the  
187 Property in its current condition, except that SELLER is required to maintain Property in the same condition as at time of Contract .  
188 At time of Closing, SELLER will assign all assignable repair and treatment contracts to the BUYER, with BUYER paying any applicable  
189 transfer fees. SELLER will also provide BUYER with all keys, garage door opener transmitters and access codes and provide BUYER  
190 with copies of invoices for all repairs made to Property by third party persons within 90 days prior to closing date.

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

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

Should BUYER wish to proceed with the sale:

- 1. **WARRANTED ITEMS:** SELLER will have warranted items in proper working condition on the day of Closing or possession, whichever occurs first. Warranted items are the **heating, cooling, electrical, plumbing, appliances, well, septic tank and systems, sprinkler system, owned or leased security system, pool and spa.** SELLER is not obligated to bring any item into compliance with current building code or regulations unless necessary to repair a warranted item. SELLER is not required to repair cosmetic conditions. "Proper working condition" means operating in the manner in which the item was designed to operate and "cosmetic condition" means aesthetic imperfections that do not affect the working condition of the item.
- 2. **NON-WARRANTED ITEMS:** (All items other than those addressed in Clauses #11 and #12.A.1 above). In the event there are defects in non-warranted items, BUYER shall have the option to accept the item in its current condition or make a request of SELLER for repairs and/or remedies.

Notification of repairs required for warranted items and requests for repairs and/or remedies of non-warranted items shall be made on the Tallahassee Board of Realtors Inspection Addendum and **COMPLETE COPIES OF ALL INSPECTION REPORTS** shall be attached. SELLER may then agree to BUYER'S request, respond as to what non-warranted repairs and/or remedies SELLER is willing to make or reject BUYER'S request for repairs and/or remedies of non-warranted items in which case BUYER may make another request or terminate the Contract and receive a refund of Deposit. Negotiation of non-warranted repairs and/or remedies between BUYER and SELLER will continue until either an agreement is reached or either BUYER or SELLER may terminate the Contract in which case BUYER will receive a refund of Deposit. All responses shall be made on the Tallahassee Board of Realtors Inspection Addendum, other than termination, which shall be on the Tallahassee Board of Realtors Termination Form, and each Party will have 5 days to respond to the other Party's last request. **Should either Party fail to make a written response within the time frame called for, that Party will be deemed to have agreed to the other Party's last request.**

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

In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first, to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause 13. If BUYER fails to do the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection).

**13. MAINTENANCE:**

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

**14. RISK OF LOSS:**

The risk of loss or damage to the Property is assumed by SELLER until Closing. If Property is damaged in excess of 3% of purchase price, 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 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 period extends past the Closing Date, Closing may be extended up to 15 days past the agreed upon Closing Date. SELLER will notify BUYER, in writing, if Property cannot be restored within 15 days. BUYER may then void Contract by notifying SELLER, in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

242 **15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS:**

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

260 **16. PRORATIONS:**

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

266 **17. SPECIAL ASSESSMENT LIENS:**

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

272 **18.  LEASED PROPERTY:**

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

278 **19. BUYER'S DISCLOSURES:**

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

- 284 A. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities,  
285 may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state  
286 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained  
287 from your county health department. (Chapter 404.056(8), F.S.)
- 288 B. **BUILDING ENERGY EFFICIENCY:** BUYER may have the energy efficiency of the building they are purchasing determined pursuant to  
289 Chapter 553.996, F.S. BUYER acknowledges receipt of the Florida Building Energy-Efficiency Rating System Information Brochure.
- 290 C. **PROPERTY TAXES:** BUYER should not rely on SELLER'S current property taxes as the amount of property taxes that BUYER  
291 may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers  
292 reassessments of a property that could result in higher property taxes. If you have questions concerning valuation, contact the  
293 county Property Appraiser's office where the Property is located or see [www.myflorida.com/dor/property/appraiser.html](http://www.myflorida.com/dor/property/appraiser.html) .

- 294 D. **ROAD AND DRAINAGE FACILITY MAINTENANCE:** BUYER may be responsible for the maintenance of roads and related drainage,  
295 if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental  
296 authorities, said governmental authority shall have no responsibility for such maintenance. If the Property is served by street(s)  
297 and street related drainage facility(ies) which are not dedicated to the public as determined exclusively by buyer prior to signing  
298 the contract for sale and purchase, the following shall apply if checked:
- 300  **PRIVATE STREET AND DRAINAGE CERTIFICATION:** I hereby acknowledge that I am purchasing the Property referenced  
301 above and I understand that the City and/or County is not responsible for street or drainage maintenance, and that I may be  
302 responsible for such maintenance of all street(s) which this Property abuts.
- 303 E. **LAND USE DISCLAIMER:** Land use regulations are unpredictable and constantly changing. The Property is subject to a  
304 Comprehensive Land Use Plan for the jurisdiction in which it is located. The use of the Property may also be affected by restrictive  
305 covenants, easements, zoning restrictions, or other land use restrictions. BUYER is also advised that if the Property lies within the  
306 boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. BUYER should contact  
307 the appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan  
308 and zoning restrictions. This Contract is not contingent upon any land use issue, unless Tallahassee Board of Realtors Special Clause  
309 Addendum, Clause #7 is made a provision of this Contract. BUYER accepts the Property subject to all current covenants, restrictions,  
310 and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract.  
311 SELLER, BROKER, and SALES ASSOCIATES make no representations regarding whether the Property is suitable for Buyer's  
312 intended use of the Property. SELLER, BROKER, and SALES ASSOCIATES disclaim any liability regarding covenants, restrictions, and  
313 easements of record, and government land use regulations. BUYER releases SELLER, BROKER and SALES ASSOCIATES from  
314 any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government  
315 land use regulations, or any other statements or representations regarding the use or potential use of the Property.
- 316 F. **SCHOOL ZONES:** BUYER is advised to verify schools zones and possible school and grade level caps through the local school  
317 board. For the Leon County School Board see [www.info.leon.k12.fl.us/zones/by\\_address/Default.asp](http://www.info.leon.k12.fl.us/zones/by_address/Default.asp) or call 850-487-7257.  
318 For other counties see [www.fldoe.org/schoolmap/flash/regionalmap.asp?bhcp=1](http://www.fldoe.org/schoolmap/flash/regionalmap.asp?bhcp=1)
- 319 G. **SQUARE FOOTAGE:** BUYER acknowledges they have not relied upon BROKER'S or SELLER'S estimate of square footage of  
320 Property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern  
321 to BUYER, BUYER is advised to personally measure the Property.
- 322 H. **SEWER; SEPTIC TANKS:** It is the responsibility of BUYER to contact the appropriate utility department to determine if a sewer is  
323 currently in use. If the Property is on a septic tank system, it is the responsibility of BUYER to contact the local health department  
324 regarding the continued use of that system.
- 325 I. **INSPECTIONS:** BUYER is strongly advised to obtain property and whole house inspection(s) as provided for in the Contract for  
326 Sale and Purchase. BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER is advised  
327 that some properties may have materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed  
328 the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and  
329 determine the condition of these materials. BUYER is aware that BROKERS and their SALES ASSOCIATES do not guarantee or  
330 warrant the condition of the Property and are in no way responsible for the condition of the Property.
- 331 J. **SELLER'S PROPERTY DISCLOSURE; HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:**  
332 IF THE DISCLOSURE SUMMARY REQUIRED BY FLORIDA STATUTES HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER  
333 BEFORE SIGNING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S  
334 AGENT WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY  
335 OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT.  
336 BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.
- 337  BUYER has been provided with a copy of the Homeowners' Association/Community Disclosure prior to Contract.
- 338  BUYER has been provided with a copy of the SELLER's Property Disclosure containing the Homeowner's Association/  
339 Community Disclosure prior to Contract.
- 340  This Contract is contingent upon SELLER completing and providing to BUYER, within 5 days of Contract Date, the Tallahassee  
341 Board of Realtors SELLER'S Property Disclosure containing the Homeowner's Association/Community Disclosure. The BUYER  
342 has 3 days after receipt to review and find it acceptable.
- 343 K. **RESTRICTIVE COVENANTS:**  
344 BUYER should contact applicable Homeowner's Association (If any) with any questions concerning the Property use and/or  
345 restrictions and assessments. It is the responsibility of the BUYER to obtain and read any applicable Covenants and Restrictions  
346 and to make sure the documents are complete and current.
- 347  This Contract is contingent upon BUYER obtaining Restrictive Covenants within 5 days of Contract Date and finding them  
satisfactory.

348 L. **BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY):**

- 349  BUYER has been provided a copy of the SELLER's written warranty and accepts it.
- 350  This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty
- 351 provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable.
- 352  BUYER has been advised there is no written warranty.

353 **20. FAILURE OF PERFORMANCE:**

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

361 **21. ATTORNEY FEES AND COSTS:**

362 In connection with any litigation, including appeals, arising out of this Contract, the prevailing Party shall be entitled to recover all  
 363 costs incurred, including reasonable attorney fees. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will  
 364 pay the filing fees and costs from the Deposit and will recover reasonable attorneys fees and costs to be paid from the escrowed  
 365 funds or equivalent and charged and awarded as court costs in favor of the prevailing Party.

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

- 367  Tallahassee Board of Realtor's Special Clause Addendum
- 368  Insulation Rider (new residence only)
- 369  Lead Base Paint Disclosure (if built prior to 1978)
- 370  FHA Inspection Rider
- 371  Condominium Riders
- 372  # \_\_\_\_\_ Additional Riders described as follows:

373 \_\_\_\_\_

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375 **23. SPECIAL CLAUSES:**

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390 **24. WRITTEN; FAX; E-MAIL; OTHER AGREEMENTS; NOTIFICATIONS:**

391 Upon signature by all Parties, this Contract constitutes the entire agreement between the Parties and no other agreement exists except  
392 those in writing, signed and dated by all Parties. Written provisions inserted in this Contract, or amended by attached addenda, will  
393 control all printed provisions in conflict. The placement of "x" or "✓" within a box shall make the provision applicable. Any written  
394 notifications not delivered in time frames specified shall be deemed waived and Parties shall proceed to closing. If communication  
395 is transmitted by FAX or e-mail, signing will be considered binding by Parties for the purpose of this Contract, any addendum, and  
396 any future addenda to this Contract.

397 **25. TIME FOR ACCEPTANCE; CONTRACT DATE:**

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

401 **26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

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

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

406 **28.**

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

407 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

408 **29. SELLER'S RESPONSE SECTION**

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

412 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

413 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

- 414  SELLER rejects offer. (Seller should initial and date for rejection)

415 \_\_\_\_\_  
SELLING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

416 \_\_\_\_\_  
COMPANY (PRINT NAME) DATE

417 \_\_\_\_\_  
LISTING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

418 \_\_\_\_\_  
COMPANY (PRINT NAME) DATE