



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

(REVISED NOVEMBER 2017)



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

1 **Parties:** \_\_\_\_\_ SELLER and

2 \_\_\_\_\_ BUYER, or assignees, 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.

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. At time of closing, SELLER will assign all assignable maintenance, repair, and  
13 treatment contracts to the BUYER, with BUYER paying any applicable transfer fees. SELLER will also provide BUYER with all keys,  
14 access codes/devices, and garage door opener transmitters. SELLER shall keep all utilities on and maintain property, including items  
15 repaired/remedied, lawn, shrubbery, pool, any other improvements, until closing or BUYER'S possession, whichever occurs first, in  
16 the same condition as at time of Contract, ordinary wear and tear excepted.

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 Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

27 **D. CASH (see Clause 7B) or Other..... \$ \_\_\_\_\_**

28 E. Assumption of mortgage (see Clause 7C) having an approximate principal balance of..... \$ \_\_\_\_\_

29 F. SELLER Financing (see Clause 7D)..... \$ \_\_\_\_\_

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

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

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

| THE FOLLOWING TO BE ORDERED BY: | BUYER                    | SELLER                   |                   |
|---------------------------------|--------------------------|--------------------------|-------------------|
| <b>Title/Closing Agent</b>      | <input type="checkbox"/> | <input type="checkbox"/> | <b>from</b> _____ |
| <b>Survey</b>                   | <input type="checkbox"/> | <input type="checkbox"/> | <b>from</b> _____ |
| <b>Home Warranty</b>            | <input type="checkbox"/> | <input type="checkbox"/> | <b>from</b> _____ |

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

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

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

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

79 \_\_\_\_\_

BUYERS Initials: \_\_\_\_\_

SELLERS Initials: \_\_\_\_\_

80 **7. ADDITIONAL PROVISIONS OF METHOD OF PAYMENT:**

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

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

95 **B.  CASH:**

96 Proof of funds  accompanies this offer  to be provided within \_\_\_\_\_ (if left blank 3) days after Contract Date.

97 **C.  ASSUMPTION OF MORTGAGE:**

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

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

107 **D.  SELLER FINANCING:**

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

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

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

116 **A.  CONVENTIONAL:**

117 1. If appraisal sets forth the appraised value of less than purchase price, or requires repairs in conflict with or not addressed in  
118 the Contract, BUYER must notify SELLER and provide a full copy of the appraisal report within 2 days of BUYER'S receipt thereof  
119 and SELLER will have the option of selling the property in accordance with the appraisal amount and terms. If the SELLER  
120 declines to do so, SELLER shall notify BUYER in writing within 3 days of SELLER receipt of the appraisal. Within 2 days of receipt  
121 of notice from SELLER that the SELLER will not sell the property in accordance with the appraisal amount and terms, BUYER will  
122 have the option of:

- 123 a) Proceeding with closing of the Contract without regard to the amount or terms of the appraised valuation; or
- 124 b) Terminating Contract by notifying SELLER, in writing, on the Tallahassee Board of REALTORS® Termination Form and BUYER  
125 is entitled to receive a refund of deposit upon signing of the Termination Form.

126 2. If appraisal is insufficient to meet the terms of loan approval other than value or repairs, then within 2 days of Buyer receiving  
127 notification of the insufficiency, Buyer may void the Contract by notifying the Seller, in writing, on the Tallahassee Board of  
128 Realtors Termination form and will be entitled to receive a refund of deposit upon signing of the Termination Form.

129 FOR FHA, VA, OR OTHER GOVERNMENT INSURED OR GUARANTEED FINANCING, THE PROVISIONS OF CLAUSE 8A SHALL APPLY WITH  
130 REGARD TO REPAIRS REQUIRED BY THE APPRAISAL.

BUYERS Initials: \_\_\_\_\_

SELLERS Initials: \_\_\_\_\_

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B.  **FHA:**

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

C.  **VA:**

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

D.  **CASH; SELLER FINANCING; OTHER NEW THIRD PARTY FINANCING:**

BUYER may select and order an appraisal by a State Licensed or State Certified Appraiser within 5 days from Contract Date, and terms of Clause 8A will apply. BUYER shall be deemed to have waived BUYER'S right under this Clause if BUYER fails to order an appraisal.

**9. HAZARD INSURANCE; FLOOD INSURANCE; FLOOD HAZARD AREA:**

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

**10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS.**

If survey shows an encroachment it will be treated as a title defect pursuant to Clause 12.

**11. INSPECTIONS; CONDITION OF PROPERTY: BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED UPON ANY REPRESENTATION MADE BY REALTORS® AS TO THE CONDITION OF THE PROPERTY.**

SELLER represents that any known facts concerning the condition of the property have been disclosed to the BUYER and REALTORS®. Within 15 days of Contract Date, BUYER may have the property inspected by state or county licensed person(s) dealing in repair, construction, or inspection, including but not limited to radon testing, home inspection, or wood destroying organisms (WDO) inspections, to determine if there are defects. For WDO inspections a defect is infestation and/or damage by termites, any wood-destroying insects and/or wood-destroying organisms, including but not limited to, wood rot affecting any improvement on the premises, unless specifically excluded. If a WDO inspection is done, BUYER acknowledges that fences are excluded from the WDO.

Also excluded from the WDO:  decks  sheds  other \_\_\_\_\_

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 is entitled to receive a refund of deposit upon signing of the Termination Form. **SELLER agrees to provide access and all utilities for BUYER'S inspections and to keep all utilities on until the day of closing or BUYER'S possession, whichever occurs first. BUYER shall be responsible for cost of all inspections.** If BUYER fails to make inspections, or deliver written notice within 15 days of Contract Date as stipulated above, BUYER waives all rights to do so and agrees to accept the property in its current condition, except that SELLER is required to maintain property in the same condition as at time of Contract. SELLER will provide BUYER with copies of paid invoices for all repairs made to property by third party persons within 90 days prior to closing date. Any repairs required under this agreement shall be completed pursuant to Chapter 489, Florida Statutes, and will be done in a **lawful and workmanlike manner.**

**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.  BUYER agrees to accept the property in its present "as is" condition, subject to Inspection provisions of Clause 11.

B.  Seller will pay repair costs not to exceed \$ \_\_\_\_\_ for the repair of items requested within 15 days of Contract Date by the BUYER which are noted in any inspections performed in accordance with Clause 11. Request must be made on the Tallahassee Board of REALTORS® Request for Repairs form, and unless otherwise agreed in writing SELLER will be responsible for arranging for the agreed repairs and ensuring completion prior to closing. It is the BUYERS responsibility to determine if a clear WDO report (i.e. showing no defects) will be required by the lender. If the BUYER'S lender requires a clear WDO report, the amount stipulated for repairs will be applied to the WDO repairs first.

BUYERS Initials: \_\_\_\_\_

SELLERS Initials: \_\_\_\_\_

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**IF ANY REPAIRS ARE REQUESTED BY THE BUYER, BUYER WILL PROVIDE SELLER WITH COMPLETE COPIES OF ALL INSPECTION REPORTS ALONG WITH THE REQUEST FOR REPAIRS.**

**C.**  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, B, or C above BUYER reserves the right to do necessary reinspections and/or walk throughs prior to closing or Buyer's possession, whichever occurs first, to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause 3. 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 its 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.

**12. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS:  
BUYER IS ADVISED TO HAVE OWNER'S TITLE INSURANCE ON ALL TRANSACTIONS.**

Closing will take place in the county where property is located unless otherwise agreed to in writing by all parties. Closing must be able to be conducted by mail or electronic means. Pursuant to Clause 5, party ordering title insurance shall order from a Florida licensed title insurer, for delivery to the proposed title insured, a title binder to be followed by a title insurance policy upon recording of conveyance. The policy(s) will insure the title to the real property, subject only to liens, encumbrances, exceptions or qualifications 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 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 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 Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to receive a refund of deposit. Title to the real property shall be conveyed by warranty deed unless otherwise agreed in writing. SELLER represents that SELLER has legal authority and capacity to convey title to the property with all improvements. SELLER shall furnish to BUYER a SELLER'S lien affidavit that there have been no improvements to subject property for 90 days preceding closing date for which a lien could be filed. If the property has been repaired within 90 days preceding closing date, the SELLER shall deliver SELLER'S lien affidavit indicating payment of all sums owed. If closing company charges work fees, including but not limited to preparation of deed, municipal lien searches, or lien affidavit, these charges shall be paid for by the party agreeing to pay for the Title Insurance in Clause 6. BUYER will take title to the property subject to any assumed mortgage(s), purchase money mortgage(s), taxes for the current and subsequent years, special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, and restrictive covenants of record.

**13. PRORATIONS:**

All taxes, assessments, and homeowner's association dues shall be prorated for the current year as of the date of closing. As to prorations, the day of closing shall belong to BUYER. If current year's tax amount is not available at the time of closing, taxes shall be prorated on the basis of the prior year's gross taxes including applicable exemptions. The proration shall be adjusted at the request of either party when the tax bill for the year of closing becomes available. All prorations shall be adjustments to the cash due at closing.

**14. SPECIAL ASSESSMENT LIENS:**

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

**15.  LEASED PROPERTY:**

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

**16. BUYER'S DISCLOSURES:**

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

BUYERS Initials: \_\_\_\_\_

SELLERS Initials: \_\_\_\_\_

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**A. PERMITS:**

BUYER acknowledges that some home improvements require permits from government entities, and failure to obtain required permits may result in assessments or liens against the property, or may affect BUYER'S financing or insurance. BUYER is not relying on any statements by REALTORS® regarding permits or previous improvements to the property.

**B. RADON GAS:**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. (Chapter 404.056(5), F.S.)

**C. BUILDING ENERGY EFFICIENCY:**

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

**D. PROPERTY TAXES:**

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

**E. ROAD AND DRAINAGE FACILITY MAINTENANCE:**

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

**PRIVATE STREET AND DRAINAGE CERTIFICATION:**

Buyer hereby acknowledges and understands that the City and/or County is not responsible for street or drainage maintenance, and that BUYER may be responsible for such maintenance.

**F. LAND USE DISCLAIMER:**

Land use regulations are unpredictable and constantly changing. The property is subject to a Comprehensive Land Use Plan for the jurisdiction in which it is located. The use of the property may also be affected by restrictive covenants, easements, zoning restrictions, or other land use restrictions. BUYER is also advised that if the property lies within the boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. BUYER should contact the appropriate government agencies to determine how the use of the property is affected by the Comprehensive Land Use Plan and zoning restrictions. This Contract is not contingent upon any land use issue, unless Tallahassee Board of REALTORS® Special Clause Addendum, Clause 7 is made a provision of this Contract. BUYER accepts the property subject to all current covenants, restrictions, easements of record, and government land use regulations, unless specifically stated otherwise in this Contract. SELLER, and REALTORS® make no representations regarding whether the property is suitable for BUYER'S intended use of the property.

**G. SCHOOL ZONES:**

BUYER is advised to verify schools zones and possible school and grade-level caps through the local school board. For the Leon County School Board see <https://www.leonschools.net/domain/23>. For other counties see <http://florida.hometownlocator.com/schools/>

**H. SQUARE FOOTAGE:**

BUYER acknowledges they have not relied upon estimates by REALTORS® or SELLERS of square footage of property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern to BUYER, BUYER is advised to personally measure the property.

**I. SEWER; SEPTIC TANKS:**

It is the responsibility of BUYER to contact the appropriate utility department to determine if a sewer is currently in use. If the property is on a septic tank system, it is the responsibility of BUYER to contact the local health department regarding the continued use of that system.

BUYERS Initials: \_\_\_\_\_

SELLERS Initials: \_\_\_\_\_

287 J. **INSPECTIONS:**  
288 BUYER is strongly advised to obtain inspections as provided for in Clause 11. BUYER should select professionals with appropriate  
289 qualifications to conduct inspections. BUYER is advised that some properties may have materials (such as, but not limited to,  
290 Louisiana Pacific siding, synthetic stucco, and polybutelene pipes) that have failed the manufacturer's warranties and/or have  
291 been known to have defects, and that inspection is one way to identify this and determine the condition of these materials.  
292 REALTORS® do not guarantee or warrant the condition of the property.

293 K. **SELLER'S DISCLOSURE:**  
294 SELLER represents that SELLER does not know of any facts that materially affect the value of the property, including but not  
295 limited to violations of governmental laws, rules, and regulations, other than those that BUYER can readily observe or that are  
296 known by or have been disclosed to BUYER or REALTORS®.

297 L. **RESTRICTIVE COVENANTS:**  
298 **If membership in a homeowners' association is mandatory, a Homeowners Association/Community Disclosure is attached**  
299 **and incorporated into this Contract. BUYER should not execute this Contract until BUYER has received and read the**  
300 **disclosure.** BUYER should contact applicable Homeowner's Association (if any) with any questions concerning the property use  
301 and/or restrictions and assessments. It is the responsibility of the BUYER to obtain and read any applicable Restrictive Covenants  
302 and to make sure the documents are complete and current.

303  This Contract is contingent upon BUYER obtaining Restrictive Covenants within 5 days of Contract Date and finding them satisfactory.

304 M. **BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY):**

305  BUYER has been provided a copy of the SELLER's written warranty and accepts it.

306  This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date, any written warranty provided  
307 by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable.

308  BUYER has been advised there is no written warranty. \_\_\_\_\_

309 **17. UNCONTROLLABLE EVENTS / RISK OF LOSS:**

310 A. If extreme weather or other conditions out of control of the parties make the closing impossible, closing may be extended up to  
311 3 days after restoration of utilities and/or other services essential to closing. If closing cannot happen within 14 days after closing  
312 date either party may terminate this Contract by delivering written notice to the other party and BUYER will be entitled to receive  
313 a refund of deposit, releasing BUYER and SELLER from all obligations under this Contract.

314 B. 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  
315 price, BUYER will have the option to void this Contract and receive a refund of deposit. If property is damaged up to and including  
316 3% of the purchase price, SELLER will have 15 days to restore property to original condition as of Contract Date and proceed to  
317 closing. If the 15-day period extends past the closing date, closing may be extended up to 15 days past the closing date. SELLER  
318 will notify BUYER, in writing, if property cannot be restored within 15 days. BUYER may then void Contract by notifying SELLER, in  
319 writing on the Tallahassee Board of REALTORS® Termination Form and BUYER is entitled to receive a refund of deposit upon signing  
320 of the Termination Form.

321 **18. FAILURE OF PERFORMANCE:**

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

329 **19. ATTORNEY FEES AND COSTS:**

330 In connection with any litigation, including appeals, arising out of this Contract, the prevailing party shall be entitled to recover all  
331 costs incurred, including reasonable attorney fees. Escrow Agent may, at Agent's option, continue to hold the escrow until the parties  
332 agree to its disbursement or Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute.  
333 If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and  
334 will recover reasonable attorneys fees and costs to be paid from the escrowed funds or equivalent.

BUYERS Initials: \_\_\_\_\_

SELLERS Initials: \_\_\_\_\_

335 **20. ADDENDUM(S)** attached, which upon signing by both parties are made a part of this Contract for Sale and Purchase::

- 336  Condominium Riders
- 337  **FHA/VA Amendatory Clause and Real Estate Certification**
- 338  Homeowners' Association/Community Disclosure
- 339  Insulation Rider (new residence only)
- 340  Lead Base Paint Disclosure (if built prior to 1978)
- 341  Tallahassee Board of REALTORS® Short Sale Addendum
- 342  Tallahassee Board of REALTORS® Special Clause Addendum
- 343  # \_\_\_\_\_ Additional Riders described as follows:

344 \_\_\_\_\_

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346 **21. SPECIAL CLAUSES:**

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362 **22. NOTIFICATIONS:**

363 Upon signature by all parties, this Contract constitutes the entire agreement between the parties and no other agreement exists  
 364 except those in writing, signed and dated by all parties. **Electronic signatures will be acceptable and binding.** Written provisions  
 365 inserted in this Contract, or amended by attached addendum(s), will control all printed provisions in conflict. The placement of  
 366 "x" or "✓" within a box shall make the provision applicable. All notices will be in writing and will be delivered to the parties and  
 367 REALTORS® by mail, personal delivery, or electronic media. **Any notice, document, or item delivered to or received by an attorney**  
 368 **or licensee (including a transaction broker) representing a party will be as effective as if delivered to or received by that party.**

369 **23. TIME FOR RESPONSE; CONTRACT DATE:**

370 If this Contract for Sale and Purchase is not executed by SELLER and BUYER **or a Counter Offer submitted** prior to (date),  
 371 at \_\_\_\_\_ : \_\_\_\_\_  am  pm, the deposit will be returned to BUYER and this offer will be null and void. **THE CONTRACT DATE**  
 372 **WILL BE THE DATE WHEN THE LAST PARTY DATED AND SIGNED THE OFFER OR FINAL COUNTER OFFER.**

BUYERS Initials: \_\_\_\_\_

SELLERS Initials: \_\_\_\_\_



373 **24. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

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

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

378 **26.** \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER

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

380 **27. SELLER'S RESPONSE SECTION**

381  SELLER accepts offer as presented.

382  SELLER counters BUYER'S offer (see separate COUNTER OFFER FORM. If a COUNTER OFFER FORM is fully  
383 executed by BUYER and SELLER it becomes a part of this Contract For Sale and Purchase).

384 \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER

385 \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER

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

387 \_\_\_\_\_  
SELLING SALES ASSOCIATE (PRINT NAME) COMPANY NAME COMPANY LICENSE #

388 \_\_\_\_\_  
AGENT REAL ESTATE LICENSE # E-MAIL PHONE

389 \_\_\_\_\_  
LISTING SALES ASSOCIATE (PRINT NAME) COMPANY NAME COMPANY LICENSE #

390 \_\_\_\_\_  
AGENT REAL ESTATE LICENSE # E-MAIL PHONE