

## OUTLINE - FRBAR Comprehensive Riders from A-EE

### I. What is a rider to a contract?

- a. Legal terminology
- b. Purpose
  - i. Modify
  - ii. Clarify
  - iii. Add more information.
- c. Real estate Rider
  - i. Extension of an original agreement
  - ii. Expand on a given agreement.
- d. Tools to help avoid litigation and confusion.

### II. Rider A – Condominium Rider

- a. Association approval
- b. Right of first refusal
- c. Fees
  - i. Assessments
  - ii. Fees
  - iii. Special Assessments and Prorations
- d. Non-Developer Disclosure
- e. Buyer's Request for Documents
- f. Common Elements
- g. Inspections and repairs
- h. Changes to the Condominium Rider – March 2023
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  - ii. Structural integrity reserve study

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- a. Understanding the seven obligations buy buyer prior to signing.
  - i. Association member
  - ii. Adhere to recorded restrictive covenants.
  - iii. Payment of assessments
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  - vi. Payment of rent or land use fees
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- b. Approval by association
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- a. Summary of Seller Financing Under Dodd Frank
  - i. One property exclusion
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- b. Seller Financing Terms and Conditions
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- ii. Interest rate
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    - i. Fees and Prepayments
    - ii. Appraisal repairs
    - iii. Certification
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  - a. Contingent upon buyer obtaining.
    - i. Written appraisal on or before date.
    - ii. Appraised value of at least amount.
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      - 1. Within 3 days
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      - 3. Termination of contract
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- VIII. Rider G – Short Sale Approval
  - a. Approval of seller's lender
  - b. Application for approval of sale
  - c. Status of short sale approval application
  - d. Short sale deadline
  - e. Release of earnest money deposit
  - f. Time periods
  - g. Closing date
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- i. Acknowledgment of parties
  - j. Termination upon foreclosure sale
- IX. Rider H – Homeowner’s / Flood Insurance
  - a. Homeowner’s Insurance
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    - iii. Deadline
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    - i. Inability to obtain insurance coverage.
    - ii. Annual premium
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- X. Rider I – Mold Inspection
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  - c. Delivery of inspection to seller
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- XI. Rider J – Interest Bearing Account
  - a. Deposit to be held by escrow agent.
    - i. Name of bank
    - ii. Interest accrued payee.
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- XII. Rider K – AS IS
  - a. Seller obligations with respect to property
    - i. Deletion of general, WDO, Permit, Property Maintenance and Property Repair
    - ii. Does not relieve seller’s disclosure obligations under Paragraph J (10)
    - iii. Buyer’s waiver of claims against seller
  - b. Inspection period and right to cancel.
    - i. Inspection Period
    - ii. Repairs by buyer due to inspection
    - iii. Termination by buyer
    - iv. Buyer’s election to proceed.
  - c. Property maintenance, access, and assignment
- XIII. Rider L – Right to inspect and right to cancel.
  - a. Right to inspection period
  - b. Repair of damages by buyer during inspection
  - c. Buyer’s termination of contract
  - d. Election to proceed or failure to timely terminate contract.
    - i. Conducts and timely reports.
    - ii. Seller shall pay applicable amounts.
    - iii. Failure to conduct inspections permitted by Paragraph 12
    - iv. Failure to timely deliver written notice to seller.
    - v. Waiver of seller’s obligations



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XIV. Rider M – Defective Drywall

- a. Seller's knowledge
- b. Defective drywall inspection
  - i. Buyer's waiver if risk assessment or inspection
  - ii. Buyer's Home Inspection
    - 1. Buyer's expense
    - 2. Time period
    - 3. Amount of defective drywall removal / repair
    - 4. Termination
    - 5. Failure to timely cancel and/or inspect.
- c. Repair of Inspection damages to property
- d. Professional Advice

XV. Rider N – Coastal Construction Control Line

- a. As defined in Section 161.053 Florida Statutes
- b. Florida law requirements under Chapter 472.F.S.
  - i. Seller to provide affidavit or survey meeting.
  - ii. Location of the CCCL on real property
  - iii. At or prior to closing
  - iv. Buyer's options
    - 1. Waive the right to receive a CCCL affidavit or survey.
    - 2. Request a CCCL affidavit or survey within the time allowed to deliver evidence of title.

XVI. Rider O – Insulation Disclosure for new residence

- a. Insulation has been installed.
  - i. Location
  - ii. Type of insulation
  - iii. Thickness
  - iv. Manufacturer R-value

XVII. Rider P – Lead-Based Paint Disclosure

- a. Warning statement
  - i. Residential dwellings prior to 1978
  - ii. Risks to children and pregnant women
  - iii. Risk assessment or inspection recommendation
- b. Seller's disclosure
  - i. Presence of lead-based paint
  - ii. Seller has no knowledge of lead-based paint.
  - iii. Seller has provided buyer with records and records.
  - iv. Seller has no reports and records.
- c. Buyer's Acknowledgement
  - i. Receipt of all information
  - ii. Receipt of "protect your family from lead in your home" pamphlet.
  - iii. 10-day opportunity to conduct risk assessment or inspection
  - iv. Waived the opportunity to conduct risk assessment or inspection.
- d. Licensee's acknowledgement
  - i. Informed seller of seller's obligations



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- ii. Responsibility to ensure compliance.
  - e. Civil and Criminal penalties and damages
- XVIII. Rider Q – Housing for Older Persons
  - a. Buyer's Acknowledgement
    - i. Homeowner's association
    - ii. Developer
    - iii. Other housing provider
    - iv. Defined by federal law.
  - b. Seller and broker make no representations to property qualifications.
  - c. Housing Provider has stated.
    - i. Housing for persons who are 62 and older.
    - ii. Housing for persons who are 55 and older.
- XIX. Rider R – Rezoning Contingency
  - a. Buyer's obligations
    - i. Application and obtaining rezoning expenses.
    - ii. Zoning use category
    - iii. Comprehensive land use plan amendment
    - iv. Seller's agreement to rezone
  - b. CLUP amendments
    - i. Rezoning application date
    - ii. Written notice to terminate.
    - iii. Deadline extension
    - iv. Closing occurrence date
- XX. Rider S – Lease Purchase / Lease Option
  - a. Execution of
    - i. Lease/Purchase
    - ii. Lease / option agreement
    - iii. Agreeable terms within 5 days of effective date
  - b. Attorney fees
    - i. Paid by buyer.
    - ii. Paid by seller.
    - iii. Split equally.
  - c. Termination and deposit
- XXI. Rider T – Pre-Closing occupancy by buyer
  - a. Delivery date
  - b. Prepared and payment of
  - c. Agreement terms
    - i. Contract Paragraph 11 and 12 no longer applicable
    - ii. Monthly rent amount
  - d. Termination of contract and refund of deposit
- XXII. Rider U – Post Closing occupancy by seller
  - a. Mutually acceptable lease
    - i. Delivery date
    - ii. Prepared by and charged to



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- iii. Monthly rent
  - iv. Possession date
  - v. Continuance of Paragraph 11
- b. Termination of contract and refund of deposit
- XXIII. Rider V – Sale of Buyer’s property
  - a. Sale and closing of buyer’s current property address.
  - b. Copy of contract to seller
  - c. Date current property must close by
  - d. Written notice to seller.
  - e. Buyer’s property is or is not under contract.
- XXIV. Rider W – Back-up contract
  - a. Subject to termination of prior contract
  - b. Written notice of termination due date
  - c. Effective date of back up contract
  - d. Refund of deposit
- XXV. Rider X - Kick-Out clause
  - a. Right to show
  - b. Back up contract
  - c. Continuance of primary contract
    - i. Additional deposit
    - ii. Time frame
    - iii. Buyer’s waiver of contingencies
    - iv. Failure to make additional deposit.
- XXVI. Rider Y – Seller’s Attorney Approval
  - a. Approval of contract contingency
  - b. Disapproval
    - i. Written notice to buyer.
    - ii. Timeline for notification
    - iii. Refund of deposit
    - iv. Release of party obligations
- XXVII. Rider Z – Buyer’s Attorney Approval)
  - a. Approval of Contract
    - i. Disapproval
      - 1. Written notice to seller.
      - 2. Timeline for notification
      - 3. Refund of deposit
      - 4. Release of party obligation
- XXVIII. Rider AA – Licensee Disclosure of Personal Interest
  - a. Active or inactive real estate license
  - b. Personal interest in property
  - c. Acting as buyer or seller
- XXIX. Rider BB – Binding Arbitration
  - a. Disputes not resolved pursuant to mediation.
  - b. Provided in Paragraph 16(B)



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c. Other settlement rules

XXX. Rider CC – Miami-Dade County Special Taxing District

a. Section 18.20.2 Code of Miami-Dade County

i. Residential and new property

ii. Tax bill reflects a special assessment.

iii. Existence of a special taxing district

b. Name of special taxing district

c. Type of improvement or services

d. Costs of improvements and service

XXXI. Rider DD – Seasonal and Vacation Rental after closing.

a. Seller's rights to new or renewal

b. With or without buyers' approval

c. Copy of current rental agreement

XXXII. Rider EE – Property Assessed Clean Energy (PACE) Disclosure

a. Florida Statutes 163.08 (14)

b. Written statutory disclosure from seller.

c. New mortgage rules

XXXIII. Additional Documents

a. Residential Seller's Property Disclosure

b. Addendum for additional terms and conditions

c. VA Loan addendum



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# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between \_\_\_\_\_ (SELLER)  
and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

## A. CONDOMINIUM RIDER

### 1. ASSOCIATION APPROVAL:

The Association's approval of Buyer (**CHECK ONE**): ☐ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than \_\_\_\_\_ (if left blank, then 5) days prior to Closing. Within \_\_\_\_\_ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

### 2. RIGHT OF FIRST REFUSAL:

- (a) The Association (**CHECK ONE**): ☐ has ☐ does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (**CHECK ONE**): ☐ have ☐ do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within \_\_\_\_\_ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

### 3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are

\$ \_\_\_\_\_ payable (**CHECK ONE**): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

and if more than one Association assessment

\$ \_\_\_\_\_ payable (**CHECK ONE**): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

and the current rent on recreation areas, if any,

is \$ \_\_\_\_\_ payable (**CHECK ONE**): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.



#### A. CONDOMINIUM RIDER (CONTINUED)

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

***If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.***

- (c) Special Assessments and Prorations:

- (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: \_\_\_\_\_
- (ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): ☐ Buyer ☐ Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**
- (iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.
- (iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, (v) which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.
- (v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.
- (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.
- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: \_\_\_\_\_

#### 4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(n), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

#### 5. NON-DEVELOPER DISCLOSURE:

(CHECK ONE):

☐ (c) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.**

☐ (d) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND**

**A. CONDOMINIUM RIDER (CONTINUED)**

**LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

**6. BUYER'S REQUEST FOR DOCUMENTS:**

Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5 above, as well as the governance form described in Section 718.503(2)(b). Buyer (**CHECK ONE**): ☐ requests ☐ does not request (if left blank, then "requests") a current copy of the documents specified in Paragraph 5 above along with the governance form. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.

**7. BUYER'S RECEIPT OF DOCUMENTS:**

(**COMPLETE AND CHECK ONLY IF CORRECT**) ☐ Buyer received the documents described in Paragraph 5, above, on \_\_\_\_\_.

**8. COMMON ELEMENTS; PARKING:**

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # \_\_\_\_\_ Garage # \_\_\_\_\_ Other: \_\_\_\_\_

**9. INSPECTIONS AND REPAIRS:**

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

**10. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:**

(a) MILESTONE INSPECTION: The Association (check only one option):

☐ (i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

☐ (ii) **IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.; or**

☐ (iii) **IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.**

(b) TURNOVER INSPECTION REPORT: The Association (check only one option):

☐ (i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

☐ (ii) **IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or**

☐ (iii) **IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.**

(c) STRUCTURAL INTEGRITY RESERVE STUDY: The Association (check only one option):

☐ (i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(28) and 718.112(2)(g), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

☐ (ii) **IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S.; or**



#### **A. CONDOMINIUM RIDER (CONTINUED)**

☐ (iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.

- (d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 10(a)(i), above, is checked), or a turnover inspection report (Paragraph 10(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 10(c)(i), above, is checked):

☐ (i) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.**

☐ (ii) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

- 11. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.** If applicable, pursuant to Section 718.407, F.S., the following disclosure is provided for condominiums created within a portion of a building or within a multiple parcel building:

#### **DISCLOSURE SUMMARY**

**THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.**

**BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:**

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.**
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.**
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.**
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.**

# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

\_\_\_\_\_, (SELLER)  
and \_\_\_\_\_, (BUYER)  
concerning the Property described as \_\_\_\_\_

Buyer's Initials   Seller's Initials

## B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

### PART A. DISCLOSURE SUMMARY

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

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For \_\_\_\_\_  
(Name of Community)

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

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

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

## B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

### PART B.

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1. **APPROVAL:** The Association's approval of Buyer (**CHECK ONE**): ☐ is ☐ is not required. If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than \_\_\_\_\_ (if left blank, then 5) days prior to Closing. Within \_\_\_\_\_ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. **PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:**

(a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

\$ _____	per _____	for _____	to _____
\$ _____	per _____	for _____	to _____
\$ _____	per _____	for _____	to _____
\$ _____	per _____	for _____	to _____

(b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, and (**CHECK ONE**): ☐ Buyer ☐ Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

(c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

**The Association or Management Company to which assessments, special assessments or rent/land use fees are due and payable, is/are:**

\_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Email** \_\_\_\_\_

\_\_\_\_\_  
**Contact person** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Email** \_\_\_\_\_

**Additional contact information can be found on the Association's website, which is:**

**www.** \_\_\_\_\_

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concerning the Property described as \_\_\_\_\_

Buyer's Initials

Seller's Initials

## C. SELLER FINANCING (PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER)

**WARNING – PRIOR TO ENTERING INTO THE FINANCING CONTEMPLATED BELOW, SELLER AND BUYER ARE ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL TO DETERMINE IF THIS FINANCING COMPLIES WITH THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT (DODD-FRANK) AND OTHER RELEVANT FEDERAL AND STATE REQUIREMENTS.**

### I. SUMMARY OF SELLER FINANCING UNDER DODD-FRANK – PLEASE READ CAREFULLY

*Dodd-Frank has made significant and important changes affecting seller financing on residential properties. Effective January 10, 2014, a seller of residential dwelling(s) who finances buyer's purchase of seller's residential property may be considered a "loan originator" under Dodd-Frank, and required to comply with certain Truth In Lending Act ("TILA") rules and disclosures, unless the seller is entitled to one of the two exclusions set forth in Dodd-Frank:*

1. The "one property exclusion" where seller finances only **ONE** property in any 12 month period, and:
  - (a) The seller owns the property and is a natural person, a trust or an estate; and
  - (b) The seller did not construct or act as the contractor for the construction of a residence on the property in the ordinary course of business; and
  - (c) The financing does not result in negative amortization; and
  - (d) The financing has a fixed rate or an adjustable rate that does not adjust for the first 5 years and is subject to reasonable annual and lifetime rate adjustment limits.

**OR**

2. The "three property exclusion" where seller finances no more than **THREE** properties in any 12 month period, and:
  - (a) The seller owns the property and is a natural person or organization (corporation, LLC, partnership, trust, estate, association, etc.); and
  - (b) The seller did not construct or act as the contractor for the construction of a residence on the property in the ordinary course of business; and
  - (c) The loan is fully amortized, specifically there is no balloon payment or negative amortization; and
  - (d) The financing has a fixed rate or an adjustable rate that does not adjust for the first 5 years and is subject to reasonable annual and lifetime rate adjustment limits; and
  - (e) The seller determines in good faith that the buyer/borrower has the reasonable ability to repay the loan.

*A seller who finances the buyer's purchase of seller's residential property and who meets either of the two exclusions outlined above may use this Seller Financing Rider.*

*A seller who finances the buyer's purchase of seller's residential property and who is not exempt from Dodd-Frank should seek the advice of legal counsel regarding use of this Seller Financing Rider, including modifications or disclosures that may be required by Dodd-Frank, prior to completing this Rider.*



## C. SELLER FINANCING (CONTINUED)

### II. SELLER FINANCING

Seller agrees to hold a note secured by **(CHECK ONE)**: ☐ a first or ☐ a second purchase money mortgage, executed by Buyer in the principal amount of \$\_\_\_\_\_ at \_\_\_\_\_% interest per annum that will be **(CHECK ONE\*)**:

- (a) ☐ fully amortized for a term of \_\_\_\_\_ (if left blank, then 30) years; or
- (b) ☐ an interest only mortgage loan that complies with the requirements of Dodd-Frank, set forth above, for a term of \_\_\_\_\_ (if left blank, then 60) months, and requires monthly, quarterly, annual or other periodic interest payments (Permitted for the one property exclusion only); or
- (c) ☐ a balloon mortgage that complies with the requirements of Dodd-Frank, set forth above, and initially amortized for a term of \_\_\_\_\_ (if left blank, then 30) years (Permitted for the one property exclusion only); or
- (d) ☐ an adjustable rate mortgage loan for a minimum term of \_\_\_\_\_ (if left blank, then 30) years, with interest rate adjustments as follows:
- (i) The initial annual interest rate may change after \_\_\_\_\_ (but no less than 5, which shall be the number if left blank) years, and thereafter every \_\_\_\_\_ (if left blank, then 1) year(s). Each date on which the interest rate changes is called a "Change Date."
- (ii) The interest rate adjustments shall be based on a widely available index identified in (c) (iii), below. As of each Change Date, the new interest rate will be calculated by adding \_\_\_\_\_ percentage points (if left blank, then 1) to the then current index; however, the difference between the interest rate paid during the preceding twelve months and the new interest rate shall be limited to a change in the interest rate of \_\_\_\_\_ percentage points (but no more than 2, which shall be the number if left blank), and the lifetime interest rate change from the initial annual interest rate shall be limited to \_\_\_\_\_ percentage points (but no more than 6, which shall be the number if left blank).
- (iii) The widely available index to be used to calculate interest rate adjustments shall be the \_\_\_\_\_ (if left blank, then the index shall be the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board on the date 45 days before each Change Date.)

**\* PURSUANT TO DODD-FRANK NO OTHER OPTIONS ARE PERMITTED.**

Principal plus interest shall be payable (in the event of an adjustable rate mortgage loan, initially) in equal **(CHECK ONE)**: ☐ monthly ☐ quarterly or ☐ annual payments of \$\_\_\_\_\_ each, including interest, with the first payment due \_\_\_\_\_ month(s) after Closing. If a balloon mortgage, the final payment will exceed the periodic payments thereon, and the entire unpaid principal balance plus accrued interest shall be due and payable in \_\_\_\_\_ (if left blank, then 60) months from date of Closing.

If a second mortgage, the amount of the first mortgage shall not exceed the amount set forth in Paragraph 2(c) of the Contract, and a default in the first mortgage shall, at the option of the holder, constitute a default of the second mortgage.

The purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of repayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, mortgage note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by state or national banks or other residential lending institutions located in the county where the Real Property is located. All Personal Property and leases being conveyed or assigned shall, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title.

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**Buyer's Initials** \_\_\_\_\_

**Seller's Initials** \_\_\_\_\_

## D. ASSUMPTION OF EXISTING MORTGAGE(S)

The Property is encumbered by an existing mortgage, in the amount of \$\_\_\_\_\_, which has ☐ a variable interest rate; or ☐ a fixed interest rate of \_\_\_\_\_% per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed \_\_\_\_\_% per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed \$\_\_\_\_\_ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

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Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

## E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

### 1. DEFINITIONS:

- (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase, to which this Rider is attached and intended to amend.
- (b) "Property" is the Property which is the subject matter of this Contract.
- (c) "HUD" is the Department of Housing and Urban Development.
- (d) "VA" is the US Department of Veterans Affairs
- (e) "Purchaser" is the Buyer named in this Contract.

### 2. INSPECTIONS AND APPRAISAL:

In addition to the requirements of this Contract, Seller shall comply with applicable FHA or VA regulations regarding lender required inspections and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs shall not exceed \$\_\_\_\_\_, which cost is in addition to the costs required to be paid by any other provisions of this Contract.

3. ☐ (CHECK IF APPLICABLE): **FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser 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 Purchaser 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 of not less than \$\_\_\_\_\_. The Purchaser shall have the privilege and option of proceeding with consummation of this 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 or the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

- (a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of \$\_\_\_\_\_ (if left blank, then \$100.00).
- (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
- (c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ (CHECK IF APPLICABLE): **VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser 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 U.S. Department of Veterans Affairs.

**E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)**

- (a) **Fees, Prepayments:** Seller shall pay all required fees under the VA regulations up to \$\_\_\_\_\_ (if left blank, then \$250.00). Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, and flood insurance, when applicable.
- (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
- 5. ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

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

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

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

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

\_\_\_\_\_  
BROKER/SALES ASSOCIATE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
BROKER/SALES ASSOCIATE \_\_\_\_\_ DATE \_\_\_\_\_

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and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_

Buyer's Initials

Seller's Initials

## F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before \_\_\_\_\_ (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$ \_\_\_\_\_ (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.

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Buyer's Initials

Seller's Initials

## G. SHORT SALE APPROVAL CONTINGENCY

1. **Approval of Seller's Lender(s) and Requirements for Seller's Approval of Short Sale.** This Contract is contingent upon: (a) Seller's lender(s) and all other lien holder(s) (collectively "Seller's Lender") approving the Purchase Price, terms of this Contract and the HUD-1 settlement statement; (b) Seller's Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness; and (c) Seller's Lender's agreement to release and provide a satisfaction of the mortgage(s) and/or other lien(s) encumbering the Property (the "Mortgage(s)") upon receipt of reduced payoff amount(s).

Approval of, or agreement to, items (a) through (c) by Seller's Lender is referred to as "Short Sale Approval". However, an approval by Seller's Lender which does not provide a waiver and complete release of any claim(s) for a deficiency against Seller for sums due Seller's Lender under the Mortgage(s) as of the payoff date, or which requires additional terms or obligations affecting either party shall not be deemed "Short Sale Approval" unless the party affected accepts those additional terms or obligations in writing. A copy of a Short Sale Approval accepted by Seller shall be delivered by Seller to Buyer and Closing Agent within 3 days of Seller's receipt of such Short Sale Approval.

2. **Application for Approval of Short Sale.** Seller shall within \_\_\_\_\_ (if left blank, then 10) days after Effective Date obtain from Seller's Lender their application forms for a "short sale", and Seller shall diligently complete and return such forms to Seller's Lender within 5 days thereafter and promptly provide such additional documents as may be requested by Seller's Lender.
3. **Status of Short Sale Approval Application.** Seller hereby authorizes Seller's Lender to provide Buyer and Buyer's Broker and Closing Agent with information stating the status of Seller's application for approval of a Short Sale and notice of the approval(s) or denial(s) of such application(s). Seller shall promptly notify Buyer when Seller obtains Short Sale Approval as provided in Paragraph 1 above, or denial of such approval from Seller's Lender.
4. **Short Sale Approval Deadline; Termination.** If Seller does not deliver a copy of Seller's accepted Short Sale Approval to Buyer within \_\_\_\_\_ (if left blank, then 90) days from Effective Date ("Short Sale Approval Deadline"), then either party may thereafter terminate this Contract by delivering written notice to the other party, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

This Contract shall automatically terminate if Seller has not delivered the Short Sale Approval to Buyer within 30 days after expiration of the Short Sale Approval Deadline, including any extension(s) of the Short Sale Approval Deadline ("Contract Expiration Date"), in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

5. **Time Periods.** The time for making the initial deposit specified in Paragraph 2(a) and for calculating the Short Sale Approval Deadline shall be computed from the Effective Date. All other time periods and other obligations under this Contract shall commence from the date of Buyer's receipt of Short Sale Approval pursuant to Paragraph 1 above.
6. **Closing Date.** The Closing Date shall be \_\_\_\_\_ (if left blank, then 45) days after Buyer receives Short Sale Approval pursuant to Paragraph 1 above.



7. **Back-up Offers. (CHECK ONE - If no option is checked, then option (a) shall be deemed selected):**
- (a) ☐ **Seller's Agreement Not to Accept Other Contracts or Offers.** During the term of this Contract, Seller shall not accept or enter into any back-up offers, contracts, options or other agreements concerning the sale of the Property.
  - (b) ☐ **Seller's Right to Accept Back-up Contracts or Offers.** During the term of this Contract, Seller may accept or enter into bona fide "back-up" contracts or offers to purchase the Property that are conditioned upon a failure of the Closing of the sale contemplated by this Contract.
8. **Acknowledgement by Seller.**
- (a) If Seller is advised of Seller's Lender's refusal to participate in any short sale, Seller agrees to immediately communicate this to Buyer and Broker.
  - (b) Seller acknowledges that Broker has advised Seller to consult with professionals for any tax, legal or specialized advice and has been encouraged to discuss other options with legal counsel of Seller's choosing prior to entering into this short sale transaction.
9. **Acknowledgement by Buyer.**
- (a) Buyer acknowledges Seller's Lender is not a party to this Contract and therefore is not obligated to approve this Contract; that Seller's acceptance of this Contract does not guarantee Seller's Lender's acceptance; and Seller's Lender is under no obligation to consider, respond, approve or advise either Seller or Buyer, or Broker as to any offer submitted to it.
  - (b) Buyer further acknowledges that Seller and/or Broker shall not be liable for delays caused by Seller's Lender or costs and expenses (such as payments for loan applications, inspections and appraisals) incurred by Buyer under this Contract if Seller's Lender does not complete the short sale after Seller's receipt of Short Sale Approval.
10. **Termination Upon Foreclosure Sale.** If during the term of this Contract, the Property is sold at foreclosure sale prior to the parties obtaining Short Sale Approval and Closing the transaction contemplated by this Contract, this Contract shall be terminated, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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**Buyer's Initials**

**Seller's Initials**

## H. HOMEOWNER'S/FLOOD INSURANCE

### (CHECK IF APPLICABLE)

☐ (a) **Homeowner's Insurance:** If Buyer is unable to obtain homeowner's insurance coverage (including windstorm) from a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium(s) not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Purchase Price by \_\_\_\_\_ (if left blank, then the earlier of 30 days after Effective Date or 10 days prior to Closing Date), Buyer may terminate this Contract by delivering written notice to the Seller by the date set forth in this Paragraph, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (b) **Flood Insurance:** In addition to the right of termination provided to Buyer in Paragraph 10(d), if Buyer is unable to obtain flood insurance coverage through the National Flood Insurance Program or through private flood insurance (as defined in 42 U.S.C. §4012a) at a first year premium not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price by \_\_\_\_\_ (if left blank, then the earlier of 30 days after Effective Date or 10 days prior to Closing Date), Buyer may terminate this Contract by delivering written notice to the Seller by the date set forth in this Paragraph, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

## Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between

\_\_\_\_\_ (SELLER)  
and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_

**Buyer's Initials**

**Seller's Initials**

### I. MOLD INSPECTION

Buyer may, at Buyer's expense, have inspection(s) of the Property for the presence of mold conducted by a qualified and licensed home inspector, contractor, or other professional, as provided for in Section 468.8419, F.S., ("Mold Inspection") within \_\_\_\_\_ (if left blank, then 20) days after Effective Date ("Mold Inspection Period"). Buyer shall, within the Mold Inspection Period, deliver a copy of the written Mold Inspection report(s) to Seller if any evidence of the existence of mold or related damage is found. If this Contract does not close, Buyer will repair all damage to the Property resulting from the inspection and restore the Property to its pre-inspection condition. This latter obligation will survive termination of this Contract.

If the Mold Inspection reveals the presence of mold that requires remediation or repair at a cost which exceeds \$ \_\_\_\_\_ (if left blank, then \$500), Buyer may cancel this Contract by delivering written notice to Seller within the Mold Inspection Period, and Buyer's Deposit will be refunded, thereby releasing Buyer and Seller from all further obligations under this Contract. If Buyer fails to timely conduct the Mold Inspection or fails to timely deliver to Seller notice of Buyer's cancellation, this contingency shall be waived, and Buyer shall continue with this Contract.

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**Buyer's Initials**

**Seller's Initials**

## J. INTEREST-BEARING ACCOUNT

All Deposits shall be held by Escrow Agent in an interest-bearing escrow account at \_\_\_\_\_ (Financial Institution) with all accrued interest to be paid to \_\_\_\_\_ at Closing. Deposits shall accrue interest only from the date the Financial Institution receives and credits the Deposits through the date Escrow Agent is notified that the transaction is scheduled for Closing and the funds are transferred. Escrow Agent is authorized to deduct \$ \_\_\_\_\_ as a service charge from the earned interest before disbursing the funds.

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concerning the Property described as \_\_\_\_\_

Buyer's Initials

Seller's Initials

## K. "AS IS"

### 1. SELLER'S OBLIGATIONS WITH RESPECT TO THE PROPERTY; LIMITATIONS:

- Paragraph 9(a)(i) (General Repair Limit), Paragraph 9(a)(ii) (WDO Repair Limit), Paragraph 9(a)(iii) (Permit Limit), Paragraph 11 (Property Maintenance), and Paragraph 12 (Property Inspection and Repair) are deleted.
- This Rider does not relieve Seller's disclosure obligations under Paragraph 10(j). Except as provided for in this Rider, (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.
- Subject to the provisions and limitations of this Rider, and to the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. The terms of this Rider shall survive Closing.

### 2. INSPECTION PERIOD AND RIGHT TO CANCEL:

- Buyer shall have \_\_\_\_\_ (if left blank, then 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period.
- If this Contract is terminated or if the transaction contemplated by this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion. This provision shall survive termination of this Contract.
- If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller on or before expiration of the Inspection Period. If Buyer timely terminates this Contract, the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller of all further obligations under this Contract, except as provided in Subparagraph 2(b), above.
- If Buyer elects to proceed with this Contract or fails to timely terminate this Contract on or before expiration of the Inspection Period, then, except for Seller's continuing AS IS Maintenance Requirement under Paragraph 3 below, Buyer waives Seller's obligation(s) to make repair(s), replacement(s), or treatment(s) or close open or expired Permits, accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, in their "as is" condition(s), and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

### 3. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:

Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this Paragraph 3. At Buyer's option and cost, Seller shall, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

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and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_

Buyer's Initials

Seller's Initials

## L. RIGHT TO INSPECT AND RIGHT TO CANCEL

1. In lieu of the Inspection Period set forth in Paragraph 12(a), Buyer shall have \_\_\_\_\_ (if left blank, then 15) days from Effective Date ("Right To Inspect Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Right To Inspect Period. Any inspections permitted under Paragraph 12 which Buyer desires to make must be completed during the Right To Inspect Period.
2. If this Contract is terminated or the transaction contemplated by this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion. This provision shall survive termination of this Contract.
3. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice to Seller on or before expiration of the Right To Inspect Period and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract, except as provided in Subparagraph 2, above.
4. If Buyer elects to proceed with this Contract or fails to timely terminate this Contract on or before expiration of the Right To Inspect Period, then this Contract shall remain in effect and:
  - (a) If, during the Right To Inspect Period, Buyer has conducted inspections permitted by Paragraph 12 and timely reports to Seller in writing within the Right To Inspect Period any items requiring repair, replacement, treatment, or the need to obtain and close Permits under such Paragraph 12, then Seller shall pay up to the applicable amounts required by Paragraph 9(a)(i),(ii), or (iii); or
  - (b) If, during the Right To Inspect Period Buyer: (i) fails to conduct inspections permitted by Paragraph 12, or (ii) conducts inspections, but fails to timely deliver to Seller a written notice or report required by Paragraphs 12(b),(c), or (d), then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported.



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concerning the Property described as \_\_\_\_\_

Buyer's Initials

Seller's Initials

## M. DEFECTIVE DRYWALL

During the time Florida was experiencing building material shortages, some homes were built or renovated using drywall imported from or manufactured in China or elsewhere which reportedly emit levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks ("Defective Drywall").

- 1. Seller's Knowledge:** Except as indicated below, Seller has no actual knowledge of the presence of Defective Drywall or the existence of any information, records, reports, or other documents pertaining to Defective Drywall affecting the Property: (describe all known Defective Drywall information and list all available documents pertaining to Defective Drywall and provide documents, if any, to Buyer before accepting Buyer's offer) \_\_\_\_\_

### 2. Defective Drywall Inspection: (Check One):

- ☐ Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of Defective Drywall and accepts the Drywall in the Property in its existing condition.
- ☐ Buyer, at Buyer's expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Defective Drywall within \_\_\_\_\_ (if left blank, then 15) days from the Effective Date ("Drywall Inspection Period"). If the drywall inspection or risk assessment reveals the presence of Defective Drywall or reveals damage to the Property resulting from the Defective Drywall and the cost to remove/replace the Defective Drywall or damage resulting from the Defective Drywall exceeds \$ \_\_\_\_\_ (if left blank, \$500.00), Buyer may cancel this Contract by giving written notice to Seller on or before expiration of the Drywall Inspection Period. If Buyer timely terminates this Contract, the Deposit shall be refunded to Buyer; thereby releasing Buyer and Seller of all further obligations under this Contract, except as provided in Paragraph 3 below. If Buyer fails to timely cancel or fails to conduct the inspections permitted in this Paragraph, Buyer may not terminate this Contract pursuant to this Addendum.

**IF NEITHER BOX IS CHECKED, THEN OPTION (b) SHALL BE DEEMED SELECTED.**

- 3. Repair of Inspection Damages to Property:** Buyer shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections.
- 4. Professional Advice:** Buyer acknowledges that Broker has not conducted any independent investigations to verify the accuracy or completeness of any representations about Defective Drywall made by Broker or Seller. Buyer agrees to rely solely on Seller, professional inspectors, governmental agencies or any third parties retained by the Buyer regarding any issue related to Defective Drywall.

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**Buyer's Initials**

**Seller's Initials**

## N. COASTAL CONSTRUCTION CONTROL LINE

The Real Property which is the subject of this Contract is or may be located either partially or totally seaward of the Coastal Construction Control Line ("CCCL"), as defined in Section 161.053 F.S. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Real Property at or prior to the Closing, unless Buyer waives this requirement in writing. This Property may be in the Coastal Building Zone ("CBZ") and therefore be subject to governmental regulation.

- ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- ☐ Buyer requests a CCCL affidavit or survey within the time allowed to deliver evidence of title.

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concerning the Property described as \_\_\_\_\_

Buyer's Initials

Seller's Initials

## O. INSULATION DISCLOSURE FOR NEW RESIDENCE

Insulation has been or will be installed in the new residence as follows:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>Manufacturer R-Value</u>
Interior Walls			
Flat Ceiling Area			
Sloped Ceiling Area			
Common Walls Between House & Garage			
Exterior Walls			
Other			

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Buyer's Initials

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Seller's Initials

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## P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

### Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

### Seller's Disclosure (INITIAL)

- ☐ ☐ (a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
  - ☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- ☐ ☐ (b) Records and reports available to the Seller (**CHECK ONE BELOW**):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: \_\_\_\_\_
  - ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

### Buyer's Acknowledgement (INITIAL)

- ☐ ☐ (c) Buyer has received copies of all information listed above.
- ☐ ☐ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- ☐ ☐ (e) Buyer has (**CHECK ONE BELOW**):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
  - ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

### Licensee's Acknowledgement (INITIAL)

- ☐ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER	Date
SELLER	Date
Listing Licensee	Date

BUYER	Date
BUYER	Date
Selling Licensee	Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

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**Buyer's Initials**

**Seller's Initials**

## Q. HOUSING FOR OLDER PERSONS

Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has stated that it provides housing for persons who are ☐ 62 years of age and older ☐ 55 years of age and older.

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Buyer's Initials

Seller's Initials

## R. REZONING CONTINGENCY

Buyer's obligations hereunder are expressly conditioned upon Buyer, at Buyer's expense, applying for and obtaining rezoning or change of land use of the described Property to the zoning or land use category of \_\_\_\_\_, under (☐ county/☐ city) ordinances and land use regulations. Buyer's obligations are further conditioned upon obtaining such Comprehensive Land Use Plan ("CLUP") amendment(s) as may be necessary to permit such rezoning. Seller agrees to such rezoning/CLUP amendment(s).

Buyer agrees to promptly apply for and diligently pursue said rezoning/CLUP amendment(s). If final government action on said rezoning application has not been obtained by \_\_\_\_\_ ("Date"), then either party thereafter, by written notice to the other, may terminate this Contract, in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; provided, however, if as of Date, the final public hearing has been scheduled before the governmental board or commission having final authority, then the deadline for satisfaction of this condition shall be extended to the day after the public hearing, but in no event more than \_\_\_\_\_ (if left blank, then 10) days after Date. The Closing shall occur within \_\_\_\_\_ (if left blank, then 10) days following final rezoning approval and, if applicable, land use change.



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**Buyer's Initials**

**Seller's Initials**

## S. LEASE PURCHASE/LEASE OPTION

This Contract is contingent upon Buyer and Seller executing a ☐ lease/purchase ☐ lease/option agreement containing mutually agreeable terms within 5 days from Effective Date. Attorney's fees for preparation of the lease/purchase or lease/option agreement shall be paid by: (**CHECK ONE**) ☐ Buyer ☐ Seller ☐ split equally by the Buyer and Seller (if not checked, then split equally). If the lease/purchase or lease/option agreement is not executed within the time stated above, this Contract shall be terminated and the Deposit refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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Buyer's Initials

Seller's Initials

## T. PRE-CLOSING OCCUPANCY BY BUYER

This Contract is contingent upon Buyer and Seller within \_\_\_\_\_ (if left blank, then 10) days after Effective Date delivering to each other a mutually agreeable written lease, pre-closing occupancy agreement or other similar agreement (Pre-Closing Agreement) prepared at (**CHECK ONE**): ☐ Seller's expense ☐ Buyer's expense ☐ split equally by the Buyer and Seller (if not checked, then split equally), for Buyer to take possession of the Property on \_\_\_\_\_. The Pre-Closing Agreement shall provide that upon Buyer taking possession, Paragraph 11 (Property Maintenance) and 12 (Property Inspection and Repair) are no longer applicable and Buyer thereby accepts the Property in its existing condition, relieving Seller of any repair, replacement, treatment or remedy obligations, except with respect to any items identified by Buyer pursuant to Paragraph 12 prior to taking occupancy which require repair, replacement, treatment or remedy; Buyer shall then have the sole obligation of maintaining the Property and shall assume all risk of loss; and Buyer shall pay a monthly rent of \$\_\_\_\_\_, plus applicable sales tax, if any, payable monthly in advance.

If the parties fail to mutually agree to a Pre-Closing Agreement within the time period stated above and Buyer has not taken occupancy of the Property, then either party by written notice to the other may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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concerning the Property described as \_\_\_\_\_

**Buyer's Initials**

**Seller's Initials**

## U. POST-CLOSING OCCUPANCY BY SELLER

This Contract is contingent upon Buyer and Seller within \_\_\_\_\_ (if left blank, then 10) days prior to Closing Date delivering to each other a mutually acceptable written lease, post-closing occupancy agreement or other similar agreement (Post-Closing Agreement) prepared at (**CHECK ONE**): ☐ Seller's expense ☐ Buyer's expense, ☐ split equally by the Buyer and Seller (if not checked, then split equally), for Seller to remain in possession of the Property until \_\_\_\_\_ days after Closing. The Post-Closing Agreement shall provide that Seller shall pay a monthly rent of \$\_\_\_\_\_ payable monthly in advance and that Seller's maintenance obligation under Paragraph 11 shall continue after Closing until possession is delivered to Buyer; however, Seller's repair, replacement, treatment and remedy obligations under Paragraph 12 shall not be extended beyond Closing.

If the parties fail to deliver a mutually acceptable Post-Closing Agreement within the time period stated above, then either party by written notice to the other may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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**Buyer's Initials**

**Seller's Initials**

## V. SALE OF BUYER'S PROPERTY

This Contract is contingent on the sale and closing of Buyer's property located at \_\_\_\_\_

Upon entering into a contract for the sale of Buyer's property, Buyer shall give Seller a copy of such contract with the third parties' identification and purchase price information obliterated. If the sale of Buyer's property does not close by \_\_\_\_\_, Buyer may, within 3 days thereafter, deliver written notice to Seller terminating this Contract in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract. If Buyer fails to timely deliver said written notice to Seller, this contingency shall have no further force or effect.

Buyer's property ☐ is ☐ is not presently under contract for sale. If Buyer's property is under contract at the time this offer is made, Buyer shall provide Seller a copy of the contract, with the third parties' identification and purchase price information obliterated, simultaneously with the original, signed Contract submitted to Seller from Buyer or not later than 24 hours after Buyer's offer is delivered to Seller.

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and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_

**Buyer's Initials**

Two empty rectangular boxes for the Buyer's initials.

**Seller's Initials**

Two empty rectangular boxes for the Seller's initials.

**W. BACK-UP CONTRACT**

This back-up contract is subject to the termination of a prior executed contract between Seller and a third party for the sale of the Property. If the prior executed contract is terminated and Seller delivers written notice of the termination to Buyer on or before \_\_\_\_\_, this contingency shall be removed and this back-up contract shall move into first position. The "Effective Date" of this back-up contract shall be the date Seller delivers written notice of the termination of the prior executed contract. Buyer may terminate this back-up Contract by delivering written notice to the Seller prior to the date Seller delivers written notice of the termination of the prior executed Contract and Buyer shall be refunded the Deposit, if any Deposit(s) have been paid, thereby releasing Buyer and Seller from all further obligations under this Contract.

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**Buyer's Initials**

**Seller's Initials**

**X. KICK OUT CLAUSE**

Seller will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase contracts with third parties that are subject to the termination of this primary Contract. Upon entering into a back-up contract, Seller will give Buyer a copy of the back-up contract with the third parties' identification and purchase price information obliterated. To continue with this primary Contract, Buyer must make an additional deposit of \$\_\_\_\_\_ to Escrow Agent, within 3 days from receipt of the back-up contract. By giving the additional deposit to Escrow Agent within 3 days, Buyer waives all contingencies for financing and sale of Buyer's property and the parties will close on Closing Date. The additional deposit will be credited to Buyer at Closing. If Buyer fails to timely make the additional deposit, then this primary Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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concerning the Property described as \_\_\_\_\_

**Buyer's Initials**

Two empty rectangular boxes for the Buyer's Initials.

**Seller's Initials**

Two empty rectangular boxes for the Seller's Initials.

**Y. SELLER'S ATTORNEY APPROVAL**

This Contract is contingent upon Seller's attorney approving this Contract. If Seller's attorney disapproves this Contract, then Seller may terminate this Contract by delivering written notice to Buyer on or before \_\_\_\_\_, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between \_\_\_\_\_ (SELLER)  
and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_

**Buyer's Initials**

**Seller's Initials**

## Z. BUYER'S ATTORNEY APPROVAL

This Contract is contingent upon Buyer's attorney approving this Contract. If Buyer's attorney disapproves this Contract, then Buyer may terminate this Contract by delivering written notice to Seller on or before \_\_\_\_\_, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.



**Comprehensive Rider to the  
Residential Contract For Sale And Purchase**

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and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_

**Buyer's Initials**   

**Seller's Initials**   

**AA. LICENSEE DISCLOSURE OF PERSONAL INTEREST IN PROPERTY**

\_\_\_\_\_ has an active or inactive real estate license and has a personal interest in the  
Property (specify if licensee is related to a party, or is acting as Buyer or Seller, etc.) \_\_\_\_\_

## Comprehensive Rider to the Residential Contract For Sale And Purchase



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and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_

**Buyer's Initials**

**Seller's Initials**

### BB. BINDING ARBITRATION

If initialed here by both Buyer and Seller, any Dispute not resolved pursuant to mediation as provided in Paragraph 16(b) of this Contract shall be settled by binding arbitration, using the Real Estate Industry Arbitration Rules of the American Arbitration Association (<http://www.adr.org>) unless the parties mutually agree to use other arbitration rules. The arbitrator may not alter the terms of this Contract nor award any remedy not provided for in this Contract. The parties shall be allowed discovery in accordance with the Florida Rules of Civil Procedure.

# Comprehensive Rider to the Residential Contract For Sale And Purchase



THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer on the same date as the parties executed the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase and the clauses below will be incorporated therein:

\_\_\_\_\_  
and \_\_\_\_\_

(SELLER)

(BUYER)

concerning the Property described as: \_\_\_\_\_

Buyer's Initials

Seller's Initials

## CC. MIAMI-DADE COUNTY SPECIAL TAXING DISTRICT DISCLOSURE

Seller notifies Buyer that Property is or will be located within a special taxing district and is or will be subject to assessments levied for improvements or services reflected as non-ad valorem tax(es) on the Property tax bill.

Section 18-20.2 of the Code of Miami-Dade County, Florida, requires sellers of "residential property" and "new residential property" (both as defined in Section 18-20.2) to provide this disclosure to buyers under the following circumstances:

- (i) A seller of "residential property" shall provide the buyer this notice if the prior year's tax bill for the Property\* reflected a special assessment levied for improvements or services within a special taxing district; OR
- (ii) A seller of "new residential property" shall provide the buyer this notice of the existence of a special taxing district or of the pendency of a petition to create such a district.

THE PROPERTY WHICH IS THE SUBJECT OF THIS TRANSACTION IS LOCATED WITHIN

\_\_\_\_\_  
[ENTER NAME OF SPECIAL TAXING DISTRICT(S)]

SPECIAL TAXING DISTRICT CREATED BY MIAMI-DADE COUNTY (OR PROPOSED TO THE BOARD OF COUNTY COMMISSIONERS) FOR THE PURPOSE OF PROVIDING LOCAL IMPROVEMENTS AND SERVICES IN THE NATURE

OF \_\_\_\_\_

[ENTER TYPE OF IMPROVEMENTS OR SERVICES]

THE COSTS FOR PROVIDING SUCH IMPROVEMENTS AND SERVICES SHALL BE PAID BY SPECIAL ASSESSMENTS LEVIED AGAINST PROPERTIES WITHIN THE DISTRICT. SAID SPECIAL ASSESSMENTS MAY BE COLLECTED AT THE SAME TIME AND IN THE SAME MANNER AS AD VALOREM TAXES.

\*To search for Property tax bill visit <http://www.miamidade.gov/pa/>

## Comprehensive Rider to the Residential Contract For Sale And Purchase

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\_\_\_\_\_ (SELLER)  
and \_\_\_\_\_ (BUYER)

concerning the Property described as \_\_\_\_\_

*Buyer's Initials*

*Seller's Initials*

### DD. SEASONAL and VACATION RENTALS AFTER CLOSING

The Property is or may be subject to seasonal or short-term vacation rental(s) for occupancy.

- A. Seller (**CHECK ONE**): ☐ may or ☐ may not, after Effective Date and prior to Closing, enter into new or renewal seasonal or vacation rental/occupancy agreement(s), at market rate and terms, for occupancies of the Property by third parties after Closing,

If the box for "may", above, is checked, Seller may do so (**CHECK ONE**):

☐ Only with Buyer's prior approval of the rental terms and conditions, in writing; or

☐ Without Buyer's prior approval of the rental terms and conditions.

Seller shall, at or prior to Closing, provide Buyer with a copy of any new or renewal occupancy agreement(s) for occupancy of the Property after Closing, which are entered into by Seller after Effective Date.

- B. If the Property has seasonal occupancy agreements in place which were procured pursuant to the terms of a Property Management Agreement, Seller shall provide to Buyer a copy of all Property Management Agreement(s) within 5 days after Effective Date. If terms of any Agreement(s) provided by Seller pursuant to the terms hereof are not acceptable to Buyer, Buyer shall have 5 days after receipt of said Agreement(s) to terminate this Contract, in accordance with the terms of Paragraph 6(b). Unless this Contract is terminated, Buyer shall be subject to the terms of the Property Management Agreement(s) for the duration of the occupancy agreement(s) in place at the time of Closing. This provision shall survive Closing.

## Comprehensive Rider to the Residential Contract For Sale And Purchase

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If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between

\_\_\_\_\_ (SELLER)  
and \_\_\_\_\_ (BUYER)

concerning the Property described as \_\_\_\_\_

*Buyer's Initials*

*Seller's Initials*

### EE. PROPERTY ASSESSED CLEAN ENERGY (PACE) DISCLOSURE

Property Assessed Clean Energy (PACE) programs provide financing to property owners for improvements to their real property for energy efficiency, renewable energy, and wind resistance, and repayment of the debt through annual property tax bill assessments on the Property, and Florida Statutes, Sec. 163.08(14), states that the Seller shall give the Buyer a written disclosure statement, in the form set forth below, at or before the time Buyer executes a contract to purchase property for which a non-ad valorem assessment has been levied under this section and has an unpaid balance due.

In the event Buyer is obtaining a mortgage loan to purchase the Property, be advised that MOST MORTGAGE LENDERS WILL REQUIRE THE SATISFACTION OR RELEASE OF THE PACE FINANCING FROM THE PROPERTY.

#### STATUTORY DISCLOSURE:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE. — The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

# Comprehensive Rider to the Residential Contract For Sale And Purchase



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between \_\_\_\_\_ (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

## FF. CREDIT RELATED TO BUYER'S BROKER COMPENSATION

Buyer has entered into a separate brokerage agreement, as may be amended (a "Buyer Broker Agreement", which is NOT incorporated herein by this reference) with \_\_\_\_\_ (insert name of brokerage, "Buyer Broker").

At Closing, Seller agrees to credit Buyer the sum(s) described below, which for disclosure purposes only the parties agree is related to **Buyer's obligation under the Buyer Broker Agreement to pay all or a portion of Buyer Broker's compensation** (check one):

- ☐ \_\_\_\_% of the Purchase Price
- ☐ \$ \_\_\_\_\_
- ☐ \_\_\_\_% of the Purchase Price PLUS \$ \_\_\_\_\_

In the event the credit described above exceeds the amount allowed by Buyer's lender for such contributions, then, to the extent permitted by Buyer's lender, (check one; if no box is checked, then *the balance of the credit will be paid by Seller directly to Buyer Broker*) ☐ the balance of the credit will be paid by Seller directly to Buyer Broker, or ☐ the credit will be reduced to the maximum amount allowed by Buyer's lender.

In the event the credit described above exceeds the limit allowed by the Buyer Broker Agreement, then the credit will be adjusted to the amount allowed under the Buyer Broker Agreement, as may be amended.

This Rider FF shall not modify the Buyer Broker Agreement or any other compensation agreement made between Seller, Buyer, Seller Broker and/or Buyer Broker. Nothing in this Rider FF requires the Buyer or Buyer Broker to provide a copy of the Buyer Broker Agreement to the Seller or Seller Broker.

**Broker commissions are not set by law and are fully negotiable.**

## FF. CREDIT RELATED TO BUYER'S BROKER COMPENSATION

# Comprehensive Rider to the Residential Contract For Sale And Purchase



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between \_\_\_\_\_ (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

## GG. SELLER'S AGREEMENT WITH RESPECT TO BUYER'S BROKER COMPENSATION

This Contract is contingent upon (check one) ☐ Seller's Broker and Buyer's Broker or ☐ Seller and Buyer's Broker executing a compensation agreement with terms acceptable to Buyer ("Compensation Agreement") within \_\_\_\_ days (if left blank, then *three (3) days*) after the Effective Date ("Time Period"). If the Compensation Agreement described herein is not executed and delivered within the Time Period, then Buyer may, within three (3) days thereafter deliver written notice to Seller, terminating this Contract in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract. If Buyer fails to timely deliver said written notice to Seller, this contingency shall have no further force or effect.

**Broker commissions are not set by law and are fully negotiable.**

## GG. SELLER'S AGREEMENT WITH RESPECT TO BUYER'S BROKER COMPENSATION



# Seller's Property Disclosure – Residential



**Notice to Licensee and Seller:** Only the Seller should fill out this form.

**Notice to Seller:** Florida law<sup>1</sup> requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

**Notice to Buyer:** The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

**Seller** makes the following disclosure regarding the property described as: \_\_\_\_\_ (the "Property")

The Property is ☐ owner occupied ☐ tenant occupied ☐ unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? \_\_\_\_\_)

	Yes	No	Don't Know
<b>1. Structures; Systems; Appliances</b>			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____			
<b>2. Termites; Other Wood-Destroying Organisms; Pests</b>			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
<b>3. Water Intrusion; Drainage; Flooding</b>			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

<sup>1</sup> Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>4. Plumbing</b>			
(a) What is your drinking water source? <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?			
(d) Do you have a <input type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system:			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain:			
<hr/>			
<b>5. Roof and Roof-Related Items</b>			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is _____ years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please explain: _____			
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please explain: _____			
<hr/>			
<b>6. Pools; Hot Tubs; Spas</b>			
<b>Note:</b> Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<b>7. Sinkholes</b>			
<b>Note:</b> When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no			
(c) If any answer to questions 7(a) - 7(b) is yes, please explain:			
<hr/>			

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>8. Homeowners' Association Restrictions; Boundaries; Access Roads</b>			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Notice to Buyer:</b> If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no			
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
_____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			
_____			
<b>9. Environmental</b>			
(a) Was the Property built before 1978?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please see Lead-Based Paint Disclosure.			
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
_____			
<b>10. Governmental, Claims and Litigation</b>			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (f) Are there any zoning violations or nonconforming uses? ☐ ☐ ☐
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property? ☐ ☐ ☐
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? ☐ ☐ ☐
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property? ☐ ☐ ☐
- (j) Are any improvements located below the base flood elevation? ☐ ☐ ☐
- (k) Have any improvements been constructed in violation of applicable local flood guidelines? ☐ ☐ ☐
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits? ☐ ☐ ☐
- (m) Are there any active permits on the Property that have not been closed by a final inspection? ☐ ☐ ☐
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? ☐ ☐ ☐
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_
- (p) Is the Property located in a historic district? ☐ ☐ ☐
- (q) Is the Seller aware of any restrictions as a result of being located in a historic district? ☐ ☐ ☐
- (r) Are there any active or pending applications or permits with a governing body over the historic district? ☐ ☐ ☐
- (s) Are there any violations of the rules applying to properties in a historic district? ☐ ☐ ☐
- (t) If the answer to 10(q) – 10(s) is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

#### 11. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? ☐ ☐ ☐
- If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**

12. ☐ (If checked) **Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, or comments.

**Seller** represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

**Seller:** \_\_\_\_\_ / \_\_\_\_\_ **Date:** \_\_\_\_\_  
(signature) (print)

**Seller:** \_\_\_\_\_ / \_\_\_\_\_ **Date:** \_\_\_\_\_  
(signature) (print)

**Buyer** acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

**Buyer:** \_\_\_\_\_ / \_\_\_\_\_ **Date:** \_\_\_\_\_  
(signature) (print)

**Buyer:** \_\_\_\_\_ / \_\_\_\_\_ **Date:** \_\_\_\_\_  
(signature) (print)

**Addendum to Contract**



Addendum No. \_\_\_\_\_ to the Contract with the Effective Date of \_\_\_\_\_ between \_\_\_\_\_ (Seller)  
and \_\_\_\_\_ (Buyer)  
concerning the property described as: \_\_\_\_\_

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer:		Date:	
Buyer:		Date:	
Seller:		Date:	
Seller:		Date:	

REO #: \_\_\_\_\_

**VA Loan Addendum to the Purchase Contract**

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

DATE: \_\_\_\_\_

**It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. (Authority: 38 U.S.C. 501, 3703(c)(1))**

**SELLER:  
FANNIE MAE**

**PURCHASER SIGNATURE:**

\_\_\_\_\_  
**As Attorney in Fact for Fannie Mae**

**By:**