

Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®



TRANSACTION BROKER NOTICE

As a transaction broker, FLORIDIAN REALTORS, LLC. and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

Date

Signature ^{CARLOS E. ESQUIVEL}

Signature

Copy returned to **Customer** on the ____ day of _____, ____ by: personal delivery mail E-mail facsimile.

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Addendum to Contract
FLORIDA ASSOCIATION OF REALTORS

Addendum No. 1 to the Contract dated _____ between

_____ (Seller)

and _____ (Buyer)

concerning the property described as:

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

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

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Residential Sale and Purchase Contract Comprehensive Addendum
FLORIDA ASSOCIATION OF REALTORS

1* The clause below will be incorporated into the Contract between _____
2* and _____ (Seller)
3* _____ (Buyer) concerning the Property described as _____
4* _____ only if initialed by all parties:

ASSOCIATION DISCLOSURES

5* () () - () () **A. Condominium Association:** The Property is a condominium which is subject to the rules
6 and regulations of a condominium association ("Association"). If the condominium property is subject to a master
7 Homeowner's Association, also attach Homeowner's Association addendum B. **Seller's** warranty under Paragraph 8 of the
8 Contract and risk of loss under Paragraph 9 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable)
9 extend to the unit and limited common elements appurtenant to the Property and not to any common elements or any other
10 property.

11 **(1) Documents:** Seller will, at Seller's expense, deliver to Buyer the current and complete condominium documents (including question
12 and answer sheet, current year-end financial information and any recorded amendments) referenced in subparagraph (9) below no later
13* than 3 days from Effective Date (if Buyer has already received the required documents, indicate receipt by initialing here () ()
14* Date received _____). If this Contract does not close, Buyer will immediately return the documents to Seller, failing
15* which Buyer authorizes Escrow Agent to reimburse Seller \$ _____ from the deposit for the cost of the documents.

16 **(2) Association Approval:** If the condominium declaration or bylaws give the Association the right to approve Buyer as a
17 purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within _____ days from
18 Effective Date and use diligent effort to obtain approval, including making personal appearances and paying related fees if
19 required. Buyer and Seller will sign and deliver any documents required by the Association to complete the transfer. If Buyer is
20 not approved, this Contract will terminate and Seller will return Buyer's deposit unless this Contract provides otherwise.

21 **(3) Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent on the Association
22 deciding not to exercise such right. Seller will, within 3 days from receipt of the Association's decision, give Buyer written notice of the
23 decision. If the Association exercises its right of first refusal, this Contract will terminate, Buyer's deposit will be refunded unless this
24 Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker procured the sale.

25 **(4) Application/Transfer Fees:** Buyer will pay any application and/or transfer fees charged by the Association.

26 **(5) Parking/Boat Slip/Storage Unit:** Seller will assign to Buyer at closing parking space(s) # _____; boat slip(s)
27 # _____; and storage unit(s) # _____.

28 **(6) Fees:** Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide information
29 about its fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of
30 Closing Date. If, after the Effective Date, the Association imposes a special assessment for improvements, work or services, Seller will
31 pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. If special assessments may be paid in
32 installments Buyer Seller (if left blank, Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller will pay the
33 assessment in full prior to or at the time of closing. Seller represents that he/she is not aware of any pending special or other
34 assessment that the Association is considering except as follows: _____
35* _____

36 Seller represents that he/she is not aware of pending or anticipated litigation affecting the Property or the common elements,
37* if any, except as follows: _____
38* _____

39 Seller represents that the current assessments, maintenance, and/or association fees are:

40* \$ _____ per _____ to _____
41* \$ _____ per _____ to _____
42* \$ _____ per _____ to _____

43* and that there is is not a recreation or land lease with the Property. If there is a recreation or land lease, the current
44* payment is \$ _____ per month.

45 **(7) Damage to Common Elements:** If any portion of the common element is damaged due to fire, hurricane or other casualty before
46 closing, either party may cancel the Contract and Buyer's deposit shall be refunded if (a) as a result of damage to the common
47 elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer
48 elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5
49 days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the
50* damage to the common element is greater than \$ _____ or % _____ of the purchase price (1.5% if left blank).

51 **(8) Sprinkler System:** IF THE UNIT OWNERS VOTED TO FOREGO RETROFITTING EACH UNIT WITH A FIRE SPRINKLER
52 OR OTHER ENGINEERED LIFE SAFETY SYSTEM, SELLER SHALL PROVIDE THE BUYER, BEFORE CLOSING, A COPY

(See Continuation)

54* Buyer () () and Seller () () acknowledge receipt of a copy of this page.



56* () () - () () A. Condominium Association (CONTINUATION)

57 **OF THE CONDOMINIUM ASSOCIATION'S NOTICE OF THE VOTE TO FOREGO RETROFITTING.**

58 **(9) Buyer Acknowledgement / Seller Disclosure:** (Check whichever applies)

59* THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF
60 CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY
61 OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT
62 MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

63* THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
64 WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS
65 AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM,
66 ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END
67 FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING.
68 ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR
69 CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER
70 THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND
71 A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS
72 DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

73* Buyer () () and Seller () () acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) **B. Homeowners' Association:** The Property is located in a community with a voluntary
5* mandatory (see the disclosure summary below) homeowners' association ("Association"). **Seller's** warranty under
6* Paragraph 8 of the Contract and risk of loss under Paragraph 9 or Paragraph H of the Comprehensive Addendum (if
7* applicable) extend only to the Property and does not extend to common areas or facilities described below.

8* **Notice:** Association documents may be obtained from the county record office or, if not public record, from the developer or
9* Association manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of
10* properties in the community and may be subject to special assessments.

11* **(1) Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a purchaser, this
12* Contract is contingent on such approval by the Association. **Buyer** will apply for approval within _____ days from Effective
13* Date (5 days if left blank) and use diligent effort to obtain approval, including making personal appearances and paying
14* related fees if required. **Buyer** and **Seller** will sign and deliver any documents required by the Association to complete the
15* transfer. If **Buyer** is not approved, this Contract will terminate and **Seller** will return **Buyer's** deposit unless this Contract
16* provides otherwise.

17* **(2) Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent on the
18* Association deciding not to exercise such right. **Seller** will, within 3 days from receipt of the Association's decision, give
19* **Buyer** written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, **Buyer's**
20* deposit will be refunded unless this Contract provides otherwise and **Seller** will pay Broker's full commission at closing in
21* recognition that Broker procured the sale.

22* **(3) Fees:** **Buyer** will pay any application, transfer and initial membership fees charged by the Association. **Seller** will pay all
23* fines imposed against the Property as of Closing Date and any fees the Association charges to provide information about its
24* fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of
25* Closing Date. If, after the Effective Date, the Association imposes a special or other assessment for improvements, work or
26* services, **Seller** will pay all amounts due before Closing Date and **Buyer** will pay all amounts due after Closing Date. If special
27* assessments may be paid in installments **Buyer** **Seller** (if left blank, **Buyer**) shall pay installments due after Closing Date. If **Seller**
28* is checked, **Seller** will pay the assessment in full prior to or at the time of Closing. **Seller** represents that he/she is not aware of any
29* pending special or other assessment that the Association is considering except as follows:

30* \$ _____ per _____ to _____
31* The following dues/maintenance fees are currently charged by the homeowners' association:
32* \$ _____ per _____ to _____
33* \$ _____ per _____ to _____
34* \$ _____ per _____ to _____

35* **(4) Damage to Common Elements:** If any portion of the common element is damaged due to fire, hurricane or other casualty before
36* closing, either party may cancel the Contract and **Buyer's** deposit shall be refunded if (a) as a result of damage to the common
37* elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer**
38* elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5
39* days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the
40* damage to the common element is greater than \$ _____ or % _____ of the purchase price (1.5% if left blank).

41* **(5) Disclosure Summary for Mandatory Associations:** IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401,
42* FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS
43* CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY **BUYER** BY DELIVERING TO **SELLER** OR **SELLER'S** AGENT OR
44* REPRESENTATIVE WRITTEN NOTICE OF THE **BUYER'S** INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THIS
45* DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THE
46* VOIDABILITY RIGHT HAS NO EFFECT. **BUYER'S** RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

47* **Disclosure Summary For** (Name of Community) _____:

48* **(1)** AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A
49* HOMEOWNERS' ASSOCIATION.

50* **(2)** THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE
51* AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

52* **(3)** YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO
53* PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____
54* YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH

(See Continuation)

55* _____
56* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.



58* () () - () () B. Homeowners' Association (CONTINUATION)

59 SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS

60 \$ _____ PER _____.

61 (4) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR
62 SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

63 (5) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS'
64 ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

65 (6) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY
66 USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE
67 CURRENT AMOUNT IS \$ _____ PER _____.

68 (7) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL
69 OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

70 (8) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A
71 PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING
72 DOCUMENTS BEFORE PURCHASING PROPERTY.

73 (9) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD
74 OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED
75 FROM THE DEVELOPER.

76 Buyer acknowledges receipt of this summary before signing this Contract.

77 _____
78 Buyer Date Buyer Date

79 Buyer () () and Seller () () acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4 **PROPERTY**

5* (____) (____) - (____)(____) **H. As Is With Right to Inspect:** This clause replaces Paragraphs 6 and 8 of the Contract but
6 does not modify or replace Paragraph 9. Paragraph 5(a) Repair, WDO and Permit Limits are 0%. **Seller** makes no warranties
7 other than marketability of title. **Seller** will keep the Property in the same condition from **Effective Date** until closing, except for
8 normal wear and tear ("Maintenance Requirement"), and will convey the Property in its "as is" condition with no obligation to
9 make any repairs. **Buyer** may, at **Buyer's** expense, by _____ ("Inspection Period") (within 10 days
10 from **Effective Date** if left blank) make any and all inspections of the Property. The inspection(s) will be by a person who
11 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license
12 to repair and maintain the items inspected. **Buyer** may cancel this Contract by delivering written notice to **Seller** within ____ days
13 (within 5 days if left blank) from the end of the Inspection Period if the cost of treatment and repairs estimated by **Buyer's**
14 inspector(s) is greater than \$_____ (\$250.00 if left blank) or if **Buyer's** inspection(s) reveal open permits or that
15 improvements have been made to the Property without required permits. For the cancellation to be effective, **Buyer** must include
16 in the written notice a copy of the portions of the inspector's written report dealing with the items to be repaired, and treatment
17 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected or any
18 written documentation of open permit(s) or permit(s) that have not been obtained if a permit is required. Any conditions not
19 reported in a timely manner will be deemed acceptable to **Buyer**. If **Buyer** fails to timely conduct any inspection which **Buyer** is
20 entitled to make under this paragraph, **Buyer** waives the right to the inspection and accepts the Property "as is." **Seller** will
21 provide access and utilities for **Buyer's** inspections. **Buyer** will repair all damages to the Property resulting from the inspections
22 and return the Property to its pre-inspection condition. **Buyer** and/or **Buyer's** representative may, on the day before Closing Date
23 or any other time agreeable to the parties, walk through the Property solely to verify that **Seller** has fulfilled the Maintenance
24 Requirement and the contractual obligations.

25* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.

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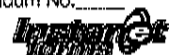
1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) I. Inspections (check as applicable)

5* (1) Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct
6 the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or
7 Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences,
8 Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8
9 of the Contract whose report will be binding on the parties.

10* (2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 6 of the
11 Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those
12 referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in the
13 inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the
14 inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense,
15 immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition;
16 this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as
17 specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under
18 Paragraph 9 of the Contract.

19* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.



1* The clause below will be incorporated into the Contract between _____ (Seller)
 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:

4* (____)(____) - (____)(____) **K. Pre-1978 Housing Lead-Based Paint Warning Statement:** "Every purchaser of any interest
 5 in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present
 6 exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
 7 young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
 8 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any
 9 interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk
 10 assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk
 11 assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." For purposes of this
 12 addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

13 **(1) LBP/LBPH in Housing:** Seller has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or
 14 reports, except as indicated: (describe all known LBP/LBPH information, list all available documents pertaining to
 15 LBP/LBPH and provide documents to Buyer before accepting Buyer's offer)
 16*
 17*
 18*

19 **(2) Lead-Based Paint Hazards Inspection:** Buyer waives the opportunity to conduct a risk assessment or inspection for the
 20 presence of LBP/LBPH unless this box is checked Buyer may, within the Inspection Period, conduct a risk assessment or
 21 inspection for the presence of LBP/LBPH in accordance with the provisions of paragraph 8(a) or H. LBP/LBPH conditions that
 22 are unsatisfactory to Buyer will be treated as "warranted items" for purposes of paragraphs 8(a)(2) and (3) only.

23 **(3) Certification of Accuracy:** Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and
 24 all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide and
 25 disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law
 26 (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer,
 27 Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the
 28 information he or she has provided is true and accurate.

29*	_____	_____	_____	_____
30	Buyer	Date	Seller	Date
31*	_____	_____	_____	_____
32	Buyer	Date	Seller	Date
33*	_____	_____	_____	_____
34	Selling Licensee signature	Date	Listing Licensee signature	Date

35* Buyer (____)(____) and Seller (____)(____) acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:

MISCELLANEOUS CLAUSES

5* () () - () () **N. Lease Purchase/Lease Option:** This Contract is contingent upon **Buyer** and **Seller** executing a
 6* lease purchase lease option agreement containing mutually agreeable terms within 3 days from Effective Date. Attorney's fees for
 7* preparation of the lease purchase or lease option shall be paid by **Buyer** **Seller** split equally by the **Buyer** and **Seller** (split
 8* equally if left blank). If the lease purchase or the lease option agreement is not executed within the 3 days, this Contract shall be
 9* terminated and **Buyer's** deposit refunded.

10* **Buyer** () () and **Seller** () () acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initiated by all parties:

4 **FINANCING**

5* _____) _____) - _____) _____) C. Seller Financing: Buyer will execute a purchase money note and mortgage to Seller that
6* is is not subordinate to any third party financing in the amount of \$ _____, bearing annual interest
7* at _____% and payable as follows: _____
8* _____

9 The mortgage, note, and any security agreement will be in a form acceptable to Seller and following forms generally accepted in
10 the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer
11 defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of
12 payment; will be due on conveyance or sale; and will require Buyer to keep Property insured, with Seller as additional named
13 insured, against loss by fire (and flood, if Property is in a flood zone) with extended coverage in an amount not less than the
14 greater of the amount of the purchase money mortgage and note or full replacement value for the real property. Buyer will
15 provide Seller by March 1 each year with written evidence that the real property taxes have been paid in full for the previous
16 year. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for
17 the financing. Seller will provide written notice to Buyer within 10 days from Effective Date if Seller will not make the loan. If no
18 notice is provided, Seller will provide the requested Seller financing.

19* Buyer _____) _____) and Seller _____) _____) acknowledge receipt of a copy of this page.

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1^{*} The clause below will be incorporated into the Contract between _____ (Seller)
 2^{*} and _____ (Buyer) concerning the Property described as _____
 3^{*} _____ only if initialed by all parties:

4^{*} (____)(____) - (____)(____) **D. Mortgage Assumption:** Buyer will take subject to and assume and pay existing first mortgage
 5^{*} to _____ LN# _____ in the approximate amount of
 6^{*} \$ _____ currently payable at \$ _____ per month including principal, interest, taxes and insurance
 7^{*} and having a fixed other (describe) _____ interest rate of
 8^{*} _____% which will will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at
 9 closing with no adjustment to purchase price. Buyer will pay assumption/transfer fee and purchase Seller's escrow account dollar for
 10^{*} dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds
 11^{*} \$ _____, this agreement will terminate and Buyer's deposit(s) will be returned unless either party elects to pay the excess.

12^{*} Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.

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1⁴ The clause below will be incorporated into the Contract between _____ (Seller)
 2^{*} and _____ (Buyer) concerning the Property described as _____
 3^{*} _____ only if initialed by all parties:

4^{*} (____)(____) - (____)(____) **E. FHA Financing:** (Buyer will be referred to as "purchaser" in the following statement) "It is
 5 expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete
 6 the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise
 7 unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal
 8 Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the
 9^{*} property of not less than \$_____. The purchaser shall have the privilege and option of proceeding with
 10 consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to
 11 determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the
 12 value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property
 13 are acceptable." If Buyer elects to proceed with the Contract without regard to the amount of reasonable value established by
 14 the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be
 15 made in writing within 3 days from Buyer's receipt of the appraisal.

16^{*} (1) **Fees, Prepayments:** Seller will pay all required fees under FHA regulations up to a maximum cost of \$_____
 17 (\$250.00 if left blank).

18 (2) **Repairs:** In the event a lender, as a result of the FHA appraisal, requires repairs to items not covered by Seller's
 19 warranty in Paragraph 8 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable), Seller will make
 20 required repairs up to a maximum cost to Seller of _____ (\$500.00 if left blank). Required repairs to
 21 warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted
 22 items exceeds the respective limit, Seller will, within 3 days after receiving notice of the excess cost, deliver to Buyer
 23 written notice of Seller's intent to pay some, all, or none of the excess amount. If Seller pays less than the full amount of the
 24 excess cost, Buyer may pay the balance or cancel the Contract. Buyer's election must be in writing and provided to Seller
 25 within 3 days after receipt of Seller's notice.

26 (3) **Home Inspection:** Buyer has received and signed the "For Your Protection: Get a Home Inspection" notice.

27 (4) **FHA Certification:** Buyer and Seller are signatories to the Contract. The selling real estate agent or broker involved in
 28 this transaction states: I certify that the terms of this Contract for Sale and Purchase are true and correct to the best of my
 29 knowledge and belief and that any other agreements entered into by any of these parties in connection with this
 30 transaction are part of, or attached to, the Contract.

31^{*} _____
 32 Selling Sales Associate or Broker Date Listing Sales Associate or Broker Date

33^{*} Buyer (____)(____) and Seller (____)(____) acknowledge receipt of a copy of this page.

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 2* and _____ (Seller)
 3* _____ (Buyer) concerning the Property described as _____
 _____ only if initialed by all parties:

4* (____) (____) - (____)(____) **F. VA Financing:** "It is expressly agreed that, notwithstanding any other provision of this
 5 Contract, the **Buyer** will not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the
 6 purchase of the property described herein, if the Contract purchase price or cost exceeds the reasonable value of the
 7 property as established by the U.S. Department of Veterans Affairs. The **Buyer** will, however, have the privilege and option of
 8 proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the U.S.
 9 Department of Veterans Affairs." If **Buyer** elects to proceed with the Contract without regard to the amount of reasonable
 10 value established by the U.S. Department of Veterans Affairs, such election must be made in writing within 3 days from
 11 **Buyer's** receipt of the appraisal.

12* **Seller** will pay all required fees under the VA regulations up to \$ _____ (\$250.00 if left blank) toward **Buyer's**
 13 loan and closing costs. In the event a lender, as a result of the VA appraisal, requires repairs to items not covered by **Seller's**
 14 warranty in Paragraph 8 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable), **Seller** will make
 15* required repairs up to a maximum cost to **Seller** of \$ _____ (\$500.00 if left blank). Required repairs to warranted
 16 items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted items exceeds
 17 the respective repair limit, **Seller** will, within 3 days from receipt of notice of the excess cost, deliver to **Buyer** written notice of
 18 **Seller's** intent to pay the excess cost or cancel the Contract.

19* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.

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1^{*} The clause below will be incorporated into the Contract between _____ (Seller)
 2^{*} and _____ (Buyer) concerning the Property described as _____
 3^{*} _____ only if initialed by all parties:

4^{*} (____) (____) - (____)(____) **G. New Mortgage Rates:** Buyer will not be obligated to complete the purchase unless
 5^{*} Buyer is able to obtain the financing at a fixed interest rate not exceeding _____% or a variable/adjustable interest rate not
 6^{*} exceeding _____% at origination, with no more than _____ discount points charged. Buyer will will not accept a
 7 balloon mortgage.

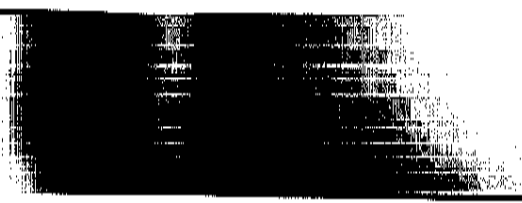
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 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:

4* (____)(____) - (____)(____) J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new
 5 residence as follows:

6	<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>Manufacturer R-Value</u>
7*	Interior Walls			
8*	Flat Ceiling Area			
9*	Sloped Ceiling Area			
10*	Common Walls Between House & Garage			
11*	Exterior Walls			
12*	Other _____			

13* Buyer (____)(____) and Seller (____)(____) acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____)(____) - (____)(____) L Insurance: (check all that apply)

5* (1)(a) Homeowners Insurance: If Buyer is unable to obtain comprehensive homeowner's insurance coverage (including
6 windstorm) from a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to exceed
7 \$_____ or _____% of the purchase price by _____ (the earlier of 30 days after Effective
8 Date or 5 days prior to Closing Date if left blank), Buyer may cancel the Contract by delivering written notice to the Seller.

9* (1)(b) Flood insurance: If Buyer is unable to obtain flood insurance through the National Flood Insurance Program at a first
10 year premium not to exceed \$_____ or _____% of the purchase price by _____ (the
11 earlier of 30 days after Effective Date or 5 days prior to Closing Date if left blank), Buyer may cancel the Contract by delivering
12 written notice to the Seller.

13* (2) Flood Insurance: Buyer is notified that the Property is located in an area that: is a defined floodable area and
14 flood insurance is required. was declared a flood disaster area after September 23, 1994 and received federal disaster
15 relief assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is
16 required to obtain such flood insurance if the Property is not so insured as of the date of transfer and will be required to
17 maintain flood insurance in accordance with applicable federal law with respect to the Property.

18 (3) Flood damage to 1st floor: Buyer acknowledges that there have been no representations or guarantees made by
19 the Seller or Broker regarding the usability of the first floor of the subject property. Buyer is aware that any flood damage
20 to the first floor may result in difficulty in obtaining flood insurance and/or may result in adverse enforcement proceedings
21 by local authorities.

22* Buyer (____)(____) and Seller (____)(____) acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
 2* and _____ (Buyer) concerning the Property described as _____
 3* _____

only if initialed by all parties:

4* (____)(____) - (____)(____) M. Housing for Older Persons: Buyer acknowledges that the owners' association, developer
 5 or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller
 6 and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has
 7* stated that it provides housing for persons who are 62 years of age and older. 55 years of age and older.

8* Buyer (____)(____) and Seller (____)(____) acknowledge receipt of a copy of this page.

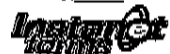
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 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:
 4* (____)(____) - (____)(____) **O. Interest-Bearing Escrow Account:** All deposits will be held in an interest bearing escrow
 5* account with all accrued interest to be paid to _____ at
 6* closing. Deposits will accrue interest only from the date the bank receives and credits them through the date Escrow Agent is
 7* notified that the transaction is scheduled for closing and the funds are transferred. Escrow Agent is authorized to deduct a
 8* \$ _____ service charge from the earned interest before disbursing the funds.

9* Buyer (____)(____) and Seller (____)(____) acknowledge receipt of a copy of this page.



1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) P. Back-up Contract/Kick-out Clause: (Check whichever applies)

5* (1) Back-up Contract: This back-up Contract is subject to the termination of a prior executed contract between Seller
6 and a third party for the sale of the Property. If Seller terminates the prior executed contract, and Seller delivers written
7 notice of the termination to Buyer before 5:00 p.m. on _____, _____, this contingency will be
8 removed and this back-up Contract will move into first position. The "Effective Date" of the back-up contract will be the
9 date Seller delivers written notice of the termination of the prior executed contract. If Buyer does not receive notice of the
10 prior executed contract's termination by the above deadline, Buyer may cancel this back-up Contract by delivering written
11 notice to the Seller within 3 days after the time provided above and Buyer's deposit will be refunded. Buyer may cancel
12 this back-up Contract by delivering written notice to the Seller prior to the date Seller delivers written notice of the
13 termination of the prior executed Contract.

14* (2) Kick-out Clause: Seller will have the right to continue to show the Property and solicit and enter into bona fide
15 back-up purchase contracts with third parties that are subject to the termination of this primary Contract. Upon entering
16 into a back-up contract, Seller will give Buyer a copy of the back-up contract with the third parties' identification and
17 purchase price information obliterated. To continue with this primary Contract, Buyer must make an additional deposit of
18* \$_____ within 72 hours (to be computed as consecutive hours, not business days) from receipt of the back-up
19 contract. By giving the additional deposit to Escrow Agent within the 72 hour period, Buyer waives all contingencies for
20 financing and sale of Buyer's property and the parties will close on Closing Date. The additional deposit will be credited to
21 Buyer at closing. If Buyer fails to timely make the additional deposit, this primary Contract will terminate and Buyer's
22 deposit will be refunded.

23* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.

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 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:
 4* (____) (____) - (____)(____) Q. Broker - Personal Interest in Property: _____ has an active or
 5 inactive real estate license and has a personal interest in the property: (specify if licensee is related to a party, is acting as Buyer
 6* or Seller, etc.) _____

7* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) R. Rentals:(check whichever applies)

5* (1) **Pre-Occupancy Agreement:** If Buyer occupies the Property before closing, Buyer will accept the Property in its
 6 existing condition on the date of occupancy, relieving Seller of any additional repair or treatment obligations, and will maintain
 7 the Property and assume all liability for and risk of loss to it from the date of occupancy. Effective on the date of occupancy,
 8 this clause replaces Paragraph 9 of the Contract. Buyer and Seller will sign and deliver a written lease containing mutually
 9 agreeable terms concerning Buyer's pre-closing occupancy of the Property and prepared at Buyer's expense.

10* (2) **Post-Occupancy Agreement:** Buyer and Seller will sign and deliver a written lease, containing mutually agreeable
 11 terms concerning Seller's occupancy of the Property after Closing Date and prepared at Seller's expense.

12* (3) **Existing Tenant:** The Property is currently used as a rental property and Buyer's rights will be subject to those of
 13 existing tenants. Seller will, within ____ days from Effective Date and at Seller's expense, deliver to Buyer current copies
 14 of the rent roll; leases; income and expense statements for the period January 1, _____ through December 31, _____,
 15 as evidence that the Property generated income of \$ _____ against expenses of \$ _____;
 16 and agreements with third parties that will remain in effect after closing. Buyer may terminate this Contract by written
 17 notice to Seller within ____ days from Effective Date if the statements differ materially from Seller's representations. If
 18 Buyer fails to provide timely written notice, Buyer will be deemed to waive this contingency. Seller will assign leases and
 19 rental agreements, and transfer deposits and advance rents, to Buyer at closing.

20* (4) **Vacating Tenant:** The Property is currently used as a rental property. Seller will ensure that the existing tenant vacates
 21 the Property prior to the time agreed upon for the Walk-Through Inspection.

22* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.

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 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:
 4* (____) (____) - (____)(____) **S. Sale/Lease of Buyer's Property:** This Contract is contingent on the lease or closing of
 5* Buyer's property located at _____
 6* If Buyer's property is not closed or subject to a signed lease acceptable to Buyer's lender by _____
 7* _____, ("Deadline"), Buyer will, within 3 days from Deadline, provide Seller with written notice canceling this Contract, and
 8* Seller will refund Buyer's deposit. If Buyer does not timely provide written notice of cancellation, this contingency will be
 9* deemed removed.

10* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initiated by all parties:
 4* (____) (____) - (____)(____) **T. Rezoning:** Buyer will have until _____, _____ to obtain the following
 5* zoning for the Property from the appropriate government agency: Zoning _____ for use of the Property as
 6* _____ Seller will sign all forms
 7* required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings. If
 8* rezoning is not obtained, this Contract will terminate and Buyer's deposit will be refunded.

9* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.

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1* The clause below will be incorporated into the Contract between _____ (Seller)
 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:
 4* (____)(____) - (____)(____) U. Assignment: Seller agrees that Buyer may assign this Contract to _____
 5* _____
 6* Buyer will deliver a copy of the assignment to Seller and will will not be released from the duty to perform this Contract.

7* Buyer (____)(____) and Seller (____)(____) acknowledge receipt of a copy of this page.

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 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:
 4* (____) (____) - (____)(____) V. Property Disclosure Statement: This offer is contingent on Seller completing, signing and
 5 delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses any
 6 material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to
 7 Seller within 3 days from receipt of Seller's written statement.

8* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.

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2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) **W. Foreign Investment in Real Property Tax Act ("FIRPTA"):** If a **Seller** is a "foreign person" as
5 defined by FIRPTA, Section 1445 of the Internal Revenue Code requires **Buyer** to withhold 10% of the amount realized by the
6 **Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The
7 primary exemptions are (1) **Seller** provides **Buyer** with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides
8 **Buyer** with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or
9 less, **Buyer** is an individual who purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has
10 definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two
11 12 month periods after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number
12 ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary
13 to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their
14 respective TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application
15 is still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with
16 the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in accordance
17 with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to
18 **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse the funds to the IRS and
19 provide **Seller** with copies of the tax forms and receipts.

20* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.

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 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) **X. 1031 Exchange:** If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either
 5 simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
 6 cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the
 7 cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon,
 8 extended or delayed by the Exchange.

9* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.

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 2* and _____ (Buyer) concerning the Property described as _____
 3* _____ only if initialed by all parties;

4* () () - () () Y. Additional Clauses:
 5*
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58* Buyer () () and Seller () () acknowledge receipt of a copy of this page.

