



# SALES CONTRACT-AS IS (RESIDENTIAL IMPROVED PROPERTY)



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

BUYER: \_\_\_\_\_  
 BUYER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

1 UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE  
 2 FOLLOWING TERMS AND CONDITIONS, the real property hereafter legally described, including the lawn, trees, shrubbery and landscaping  
 3 (collectively the "Landscaping") and all non-leased fixtures (the "Real Property"), together with the following items existing on the Real Property  
 4 on the Effective Date: built-in appliances and beverage cooler(s)/dispenser(s); attached lighting; ceiling fan(s); built-in shelving/closet fittings;  
 5 wall-to-wall carpeting; integrated home automation, audio-visual, home entertainment and/or home sound systems including all operational  
 6 components and software; hurricane/storm shutters and panels and all components; central vacuum system including hoses; intercom system;  
 7 water softener/purification system; built-in home generator; security/surveillance system including cameras; drapery rods; television brackets  
 8 (excluding televisions); decorative shutters; and pool equipment; and \_\_\_\_\_  
 9 \_\_\_\_\_

10 (the Real Property and the above items are collectively referred to as the "Property"), and together with the following personal property existing  
 11 on the Real Property on the Effective Date: refrigerator(s); range(s); dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains,  
 12 blinds, shades and other window treatments; garage door opener(s)/ remote(s); keys, fobs and other access devices (including to community  
 13 property); pool or solar cover; child pool safety fence, and automated pool cleaning equipment, and \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_

16 and the additional personal property, if any listed on the attached inventory or list (the "Personal Property").  
 17 The following items are excluded: \_\_\_\_\_  
 18 \_\_\_\_\_

19 The Personal Property shall be free from liens and is deemed without value, left for the convenience of the parties, and transferred without  
 20 consideration, unless otherwise agreed to by the parties.

21 The address of the Property is: \_\_\_\_\_

22 **LEGAL DESCRIPTION OF THE PROPERTY:**

23 \_\_\_\_\_, \_\_\_\_\_ County, Florida.

24 IF THE PROPERTY IS A COOPERATIVE PARCEL, THE "ADDENDUM TO SALES CONTRACT COOPERATIVE" IS INCORPORATED  
 25 HEREIN AND MADE AN INTEGRAL PART OF THIS CONTRACT.

26 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # \_\_\_\_\_,  
 27 Garage(s) # \_\_\_\_\_, Cabana(s) # \_\_\_\_\_, Storage Locker(s) # \_\_\_\_\_, Boat Dock(s) or Slip(s) # \_\_\_\_\_, and other  
 28 common elements and common areas to which SELLER has an exclusive right of use and the right to convey.

29 **1. PURCHASE PRICE:** The purchase price (U.S. currency), which is allocated to the Property  
 30 only unless otherwise stated, shall be payable as follows: .....\$ \_\_\_\_\_

31 **A.** Initial Deposit to be held in escrow .....\$ \_\_\_\_\_

32 **[SELECT ONE. IF NO SELECTION IS MADE, ACCOMPANIES OFFER SHALL APPLY.]**

33  accompanies offer  is due on the Effective Date  is due not later than \_\_\_\_\_ days after the Effective Date.

34 Additional Deposit to be received in escrow not later than \_\_\_\_\_ days after the  
 35 Effective Date .....\$ \_\_\_\_\_

36 **B.** Proceeds of mortgage, if any [See Paragraph 4.B.] .....\$ \_\_\_\_\_

37 **C.** Proceeds of SELLER mortgage, if any [see Paragraph 4.C.].....\$ \_\_\_\_\_

38 **D.** Other: .....\$ \_\_\_\_\_

39 **E.** Balance of the purchase price, payable from BUYER to the closing agent  
 40 at closing, subject to adjustments and prorations, of approximately .....\$ \_\_\_\_\_ **0.00**

41 Closing funds and all deposit funds tendered to the closing agent within 15 days prior to closing shall be paid by wire transfer. All  
 42 international funds shall be paid by wire transfer. All deposits are subject to collection.

43 **2. PERIOD OF OFFER AND COUNTEROFFER; EFFECTIVE DATE:** This offer is revoked if not accepted and the signed offer delivered to  
44 offeror, by \_\_\_\_\_  AM  PM on \_\_\_\_\_ {Insert Date}. Any counteroffer is revoked if not accepted  
45 and the signed counteroffer delivered to counterofferor not later than \_\_\_\_\_ days [2 days if left blank] after delivery of the counteroffer.  
46 The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. ALL CHANGES TO THE OFFER  
47 OR COUNTEROFFER MUST BE INITIALED AND DATED. THE LATEST DATE SET FORTH ON THIS CONTRACT BY EITHER PARTY'S  
48 SIGNATURE OR INITIALS SHALL BE THE EFFECTIVE DATE.

49 **3. CLOSING DATE; TIME OF THE ESSENCE; CLOSING LOCATION; CLOSING AGENT; POSSESSION:** Closing shall occur on  
50 \_\_\_\_\_ {Insert Date} (the "Closing Date"). **Time is of the essence as to the Closing Date.** Closing shall occur  
51 in the county where the Property is located, at an office designated by the closing agent, who shall be selected by BUYER. BUYER shall be the  
52 legal owner of the Property as of the closing, and SELLER shall vacate and give possession of the Property at the closing. SELLER shall leave  
53 the dwelling(s) on the Property in broom-clean condition and the entire Property free of debris.

54 **4. METHOD OF PAYMENT [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:**  **A. CASH/FINANCING WITHOUT**  
55 **CONTINGENCY:** BUYER will pay cash, but may obtain a loan for the purchase of the Property; however, there is no financing contingency. **If BUYER**  
56 **elects to finance BUYER's purchase of the Property through a creditor/lender, BUYER shall be required to timely perform all BUYER's**  
57 **obligations under the Contract and to close on the Closing Date, notwithstanding any terms and conditions imposed by BUYER's**  
58 **creditor/lender and/or any applicable disclosure, delivery and compliance requirements of the Consumer Financial Protection Bureau**  
59 **Integrated Mortgage Disclosure Rule ("CFPB Rule");**  **B. FINANCING CONTINGENCY:** Subject to the provisions of this paragraph, BUYER's  
60 obligation to purchase the Property is contingent upon BUYER obtaining a loan, unless waived by BUYER as set forth below, in the amount shown  
61 in 1.B. above, to be secured by a mortgage on the Property at **[IF NO SELECTIONS ARE MADE, (1) SHALL APPLY]:**  (1) Conventional  
62  (2) VA  (3) FHA  (4) Other \_\_\_\_\_. **[If VA OR FHA, The "Addendum to Sales Contract VA/FHA**  
63 **Financing" should be attached hereto and made a part hereof], at**  (1) an initial or  (2) fixed rate of interest not exceeding \_\_\_\_\_ %  
64 per year, for an amortized term of \_\_\_\_\_ years [30 years if left blank]. BUYER shall make loan application as defined in the CFPB Rule ("Loan  
65 Application") not later than \_\_\_\_\_ days after the Effective Date [5 days if left blank], and shall make a continuing good faith and diligent effort  
66 to obtain said loan and comply with all applicable requirements of the creditor/lender and CFPB Rule relating to the loan process. If BUYER fails  
67 to waive this financing contingency on or before \_\_\_\_\_ {Insert Date} [45 days after the Effective Date if left  
68 blank], either SELLER or BUYER may terminate this Contract at any time. BUYER's termination under this contingency must be accompanied  
69 by either (i) an Equal Credit Opportunity Act statement of adverse credit action issued by a creditor/lender confirming that mortgage financing on  
70 the terms set forth in this Contract was denied on grounds that either the Property was unacceptable to the creditor/lender or the BUYER  
71 financially failed to qualify for said financing terms, or (ii) other evidence from the creditor/lender that BUYER has made Loan Application and  
72 made diligent and good faith efforts to meet all applicable requirements of the creditor/lender and the CFPB Rule, but has received neither loan  
73 approval nor loan denial from the creditor/lender. SELLER's right to terminate shall cease to exist if BUYER waives this financing contingency  
74 prior to SELLER giving BUYER notice of termination. **IF BUYER WAIVES THIS CONTINGENCY AND IS UNABLE TO CLOSE ON THE**  
75 **CLOSING DATE DUE TO A DELAY CAUSED SOLELY BY THE CREDITOR/LENDER AND/OR NECESSITATED BY THE CFPB RULE,**  
76 **BUYER MAY EXTEND THE CLOSING DATE UP TO 10 DAYS FOR CFPB RULE COMPLIANCE AND TO ACCOMMODATE RECEIPT AND**  
77 **EXECUTION OF THE LOAN PACKAGE AND LOAN FUNDING.** Delivery of documentation evidencing loan commitment or loan approval  
78 shall not constitute a waiver of the financing contingency. **BUYER acknowledges that once BUYER waives this financing contingency,**  
79 **BUYER's deposit monies are no longer refundable under this Paragraph 4.**  **C. SELLER FINANCING.** The "Addendum to Sales Contract  
80 Seller Financing" is attached hereto and made a part hereof.

81 **5. CDD/MSTU SPECIAL TAX DISTRICTS:** The Property  is  is not located within a Community Development District ("CDD") or Municipal  
82 Service or Benefit Taxing Unit ("MSTU"). BUYER will at closing assume any outstanding capital assessment balance. **If the Property is located**  
83 **within a CDD or MSTU, and if there is any outstanding capital balance, BUYER should not execute this Contract until BUYER has**  
84 **received and signed the "CDD/MSTU Assessments Disclosure" or similar written disclosure from SELLER setting forth the**  
85 **approximate outstanding capital assessment balance, which BUYER will assume at closing.**

86 **6. CONDOMINIUM/HOMEOWNERS' ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS:**  
87 SELLER shall pay the full amount of condominium/homeowners' association special assessments and governmentally imposed liens or special  
88 assessments (other than CDD/MSTU assessments which are addressed in Paragraph 5), which, on or before the Effective Date, are a lien or a  
89 special assessment that is certain as to (a) the identity of the lienor or assessor, and (b) the property subject to the lien or special assessment,  
90 and (c) the amount of the lien or special assessment. If, as of the Effective Date, there are any pending liens or special assessments (liens or  
91 special assessments other than those described above) which are not SELLER's obligation as set forth above and which were not disclosed in  
92 writing to BUYER by SELLER prior to or concurrent with the execution of this Contract, and which exceed 1% of the purchase price, BUYER  
93 may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1%  
94 of the purchase price, and SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid.

95 7. **EXISTING LEASES WITH POST-CLOSING OCCUPANCY:**  If this box is checked, the Property is subject to one or more leases and/or  
96 rental agreements (collectively "Leases") in effect as of the Effective Date with occupancy occurring after the closing. SELLER shall deliver  
97 complete information regarding the terms of said Leases and copies of all written Leases (collectively the "Lease Information") to BUYER not  
98 later than 5 days after the Effective Date. BUYER shall have 5 days after receipt of the Lease Information to review the same, and may terminate  
99 this Contract not later than 5 days after receipt of the Lease Information, if in BUYER's sole discretion, the Lease Information is unacceptable. If  
100 SELLER fails to timely deliver the Lease Information, BUYER may terminate this Contract not later than 10 days after the Effective Date.

101 8. **AS IS; DUE DILIGENCE PERIOD; INSPECTIONS:** BUYER shall have \_\_\_\_\_ days [15 days if left blank] after the Effective Date (the "Due  
102 Diligence Period") to have the Property, the Systems and Equipment, and Personal Property evaluated at BUYER's expense and may, but is not  
103 required to, utilize the services of any professional or licensed inspector(s) to conduct inspection(s). If BUYER determines, in BUYER's sole  
104 discretion, that the Property, Systems and Equipment, or Personal Property is not acceptable to BUYER for any reason, BUYER may terminate the  
105 Contract prior to expiration of the Due Diligence Period. If BUYER does not elect to terminate the Contract, SELLER shall have no obligation to make  
106 any repairs or replacements to the Property, Systems and Equipment or Personal Property, except as stated in Standard D.2.a. BUYER's right to  
107 terminate hereunder has been bargained for between the parties, and each party acknowledges full and adequate consideration has been received  
108 for this provision. The Property, Systems and Equipment, appurtenances, and Personal Property being sold to BUYER will be conveyed to BUYER  
109 in their "**AS IS**" condition as of the Effective Date. BUYER's failure to terminate the Contract in the manner provided herein shall constitute a waiver  
110 of the right to terminate under the provisions of this paragraph. All inspections shall be non-invasive and shall not entail any perforation or removal  
111 of structural material unless approved in advance by SELLER. Upon reasonable notice, SELLER shall provide access and utilities service to the  
112 Property to facilitate the inspections. BUYER shall repair any and all damage to the Property, Systems and Equipment and Personal Property  
113 resulting from or caused by the inspections and shall otherwise return the Property, Systems and Equipment and Personal Property to its condition  
114 prior to the inspections. BUYER will indemnify and hold SELLER harmless from and against all losses, damages, costs, claims and expenses of any  
115 nature, including attorney fees (collectively "Losses"), and from and against any liability to any person arising from, out of or in connection with the  
116 inspections, except as to Losses resulting from negligence or intentional acts or omissions of SELLER. For purposes of this Contract, the term  
117 "Systems and Equipment" shall mean all appliances and equipment, including fire sprinkler, irrigation, well, septic, heating, cooling, electrical,  
118 plumbing and security systems; mechanical components; roof (including fascia and soffits); ceilings; walls; windows and doors (including overhead  
119 door(s)); foundation; swimming pool, spa and pool/spa deck(s), and pool/lanai enclosure(s); seawall; dock(s); boat lifts/davits and related electrical  
120 and mechanical components, if any.

## 121 REAL ESTATE TRANSACTION STANDARDS

122 **THE REAL ESTATE TRANSACTION STANDARDS SHOULD NOT BE REVISED OR MODIFIED EXCEPT IN OTHER TERMS AND**  
123 **CONDITIONS AND/OR BY ADDENDUM/ADDENDA.**

124  
125 **STANDARD A—TITLE; TITLING INSTRUCTIONS; ASSIGNMENT; TAX DEFERRED EXCHANGE.**

126 1. **MARKETABLE TITLE:** Title to the Property shall be good and marketable according to the Uniform Title Standards promulgated by the  
127 Florida Bar, and have legal access, subject only to the following exceptions: (a) ad valorem and non-ad valorem real property taxes for the year  
128 of closing and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental authority; (c) outstanding oil, gas  
129 and mineral interests of record, if any; and (d) restrictions, reservations and easements common to the subdivision (or condominium, if  
130 applicable), provided that none of the foregoing shall prevent use of the Property for residential purposes.

131 2. **TITLING INSTRUCTIONS FROM BUYER; ASSIGNMENT:** Not later than 15 days prior to the Closing Date, BUYER shall deliver to SELLER  
132 the name(s), address, manner in which title will be taken, and a copy of any assignment executed by BUYER. No assignment shall release  
133 BUYER from the obligations of this Contract unless SELLER consents in writing to such release.

134 3. **TAX DEFERRED EXCHANGE:** If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section 1031, the  
135 other party shall cooperate in accomplishing the exchange, and consents to the assignment of this Contract to a qualified exchange intermediary  
136 for that purpose, provided there is no additional cost or delay in closing and the exchanger is not released from liability under this Contract.

137 **STANDARD B—TITLE EVIDENCE; EXAMINATION; DEFECTS; LEGAL ACCESS; CLEARANCE.** Not later than 10 days after the Effective  
138 Date, SELLER shall furnish to BUYER a complete copy of SELLER's owner's title insurance policy. If the Property is located in Collier County  
139 and SELLER fails to furnish a copy of the policy within the above time period, SELLER shall give BUYER a \$150.00 credit at closing in lieu  
140 thereof. BUYER shall have 30 days after the Effective Date ("Examination Period") for examination of title and determination of legal access.  
141 BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient for residential use.  
142 If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the title  
143 defect(s) or lack of legal access, and furnish copies of the title evidence and instruments evidencing such title defect(s) or lack of legal access.  
144 If the title defect(s) render(s) title unmarketable, or if SELLER cannot deliver possession, or if there is no legal access, SELLER shall have 30  
145 days after receipt of said notice and copies from BUYER (the "Clearance Period") to clear or remove such title defect(s), deliver possession,  
146 and/or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s), deliver possession, and/or provide  
147 legal access within the Clearance Period, including the bringing of necessary suits. If the Closing Date is prior to the expiration of the Clearance  
148 Period, then the Closing Date shall be extended until the earlier of (i) 5 days after SELLER corrects the title defect(s), delivers possession, and/or

149 provides legal access or (ii) 5 days after the expiration of the Clearance Period. SELLER shall not be liable to BUYER for damages if SELLER  
150 cannot render title marketable, deliver possession and/or provide legal access. If SELLER does not clear or remove the title defect(s), deliver  
151 possession or provide legal access within the Clearance Period, BUYER may elect either to accept such title, possession, and/or access as  
152 SELLER can provide or to terminate this Contract by giving SELLER notice of such election not later than 5 days after expiration of the Clearance  
153 Period. If BUYER makes no such election, BUYER shall be deemed to have accepted such title, possession and access as SELLER can provide  
154 and close within the later of (i) 10 days after expiration of the Clearance Period or (ii) the Closing Date. A monetary lien upon the Property shall  
155 not constitute a title defect if said lien can be paid and satisfied from SELLER's proceeds at closing.

156 **STANDARD C—SURVEY; COASTAL CONSTRUCTION CONTROL LINE.**

157 **1. SURVEY AND SURVEY OBJECTIONS:** Unless the Property is a condominium or cooperative unit, SELLER shall furnish to BUYER, not  
158 later than 10 days after the Effective Date, a complete copy of any survey of the Property in SELLER's possession and which has been certified  
159 to SELLER (together with flood elevation certificate, if applicable). If to SELLER's knowledge there are no improvements or encroachments  
160 currently located upon the Property other than as shown on the SELLER's survey, SELLER shall execute an affidavit of "no change" affirming  
161 same to BUYER. BUYER may, at BUYER's expense, have the Property surveyed not later than 5 days prior to the Closing Date ("Survey  
162 Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (a) an encroachment onto the Property; (b) that an  
163 improvement located on the Property projects onto lands of others; (c) an improvement on the Property violates a zoning, building or other  
164 governmental use restriction; (d) an improvement on the Property violates any recorded covenant or restriction, or any covenant of this Contract;  
165 or (e) lack of legal access (collectively "Survey Objections"), BUYER may, within the Survey Period, notify SELLER of the Survey Objections and  
166 shall furnish a copy of the survey. The Survey Objections shall be treated as a title defect(s). If BUYER fails to obtain a survey within the Survey  
167 Period, BUYER waives any right to object to any matters which might have been shown on a survey. If BUYER fails to make any Survey  
168 Objections within the Survey Period, BUYER waives any Survey Objections.

169 **2. COASTAL CONSTRUCTION CONTROL LINE:** (a) If any portion of the Property lies seaward of the Coastal Construction Control Line,  
170 Florida law requires the following disclosure: The property being purchased may be subject to coastal erosion and to federal, state or local  
171 regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures,  
172 beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental  
173 Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. (b) If any  
174 portion of the Property lies seaward of the Coastal Construction Control Line, BUYER waives the right to receive a survey or affidavit from  
175 SELLER delineating said line upon the Property.

176 **STANDARD D—DISCLOSURES; INSPECTIONS AND REMEDIES; ELECTION AND RESPONSE; SELLER'S MAINTENANCE**  
177 **OBLIGATION; WALK-THROUGH INSPECTION; RISK OF LOSS.**

178 **1. DISCLOSURES**

179 **A. SELLER DISCLOSURES:** Except as disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or  
180 counteroffer, as applicable):

181 **1. GENERAL:** SELLER knows of no facts or conditions materially affecting the value of the Property, except those  
182 which are readily observable by BUYER.

183 **2. WETLANDS; SUITABILITY:** SELLER does not know of any portion of the Property having been determined to be  
184 wetlands, or of any other condition or circumstance adversely affecting the Property which might impair its suitability for residential use or  
185 construction.

186 **3. PERMITS AND VIOLATIONS:** SELLER does not know of any improvements to the Property which were made  
187 without proper permit(s) or certificate(s) of occupancy/substantial completion (where required) or of any existing violations of local ordinances or  
188 codes, or of any pending code enforcement violations or proceedings affecting the Property.

189 **4. ZONING:** SELLER has not commenced any proceedings to change the current zoning classification of the  
190 Property, nor will SELLER initiate any such proceedings. SELLER has not received notice from any third party(ies) of any proceedings which  
191 would affect the current zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly notify BUYER of  
192 same, and in that event, BUYER may terminate this Contract by giving SELLER notice of said termination not later than 5 days after receipt of  
193 said notice.

194 **5. PAST INSURANCE CLAIMS:** SELLER is unaware of any past insurance claims on the Property which would  
195 increase the cost or restrict the availability of insurance coverage for the Property.

196 **B. MANDATORY DISCLOSURES:** The following disclosures are required by governing Florida law and are hereby made a part  
197 of this Contract:

198 **1. RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
199 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines  
200 have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health  
201 department.

202 **2. LEAD BASED PAINT/PAINT HAZARDS:** If construction of the residence on the Property was commenced prior  
203 to 1978, SELLER is required to complete, and SELLER and BUYER are required to sign and attach to this Contract, the "Addendum to Sales  
204 Contract Lead-Based Paint and/or Lead-Based Paint Hazards"

205 3. **MOLD:** In Florida, mold is commonly found both indoors and outdoors. Interior infestation by certain mold may  
206 cause property damage and health problems for some persons.

207 4. **PROPERTY TAX DISCLOSURE:** BUYER should not rely on the SELLER's current property taxes as the amount  
208 of property taxes that BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements  
209 triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the  
210 county property appraiser's office for information.

211 **C. ADVISEMENTS AND ACKNOWLEDGMENTS:**

212 1. **INSURANCE AVAILABILITY AND COST:** Prior to signing this Contract, BUYER is advised to consult with  
213 insurance professionals to ascertain the availability and cost of casualty, wind, and/or flood insurance, and further that insurance may be required  
214 if BUYER is financing the purchase.

215 2. **SQUARE FOOTAGE:** BUYER is aware that any reference to the square footage and size of the Property and  
216 improvements thereon is approximate and is not warranted, and should be independently verified by BUYER prior to execution of this Contract.

217 3. **MANDATORY/BUNDLED CLUB MEMBERSHIP:** The Property is or may be located in a community with a  
218 mandatory or bundled club membership, and BUYER may be required to pay certain initiation and other fees, dues and/or use charges imposed  
219 by the club. If BUYER has questions or requires additional information pertaining to applicable club requirements and/or fees, dues and charges,  
220 BUYER should contact said club.

221 4. **COMMUNITY INVESTIGATION:** BUYER is advised that any condominium, cooperative and/or homeowners'  
222 association documents received by BUYER may not include important information about the community(ies) where the Property is located,  
223 including without limitation pending foreclosures, types and amounts of insurance coverage, current budget and reserve amounts, and status of  
224 delinquent assessments; ownership, financial and membership status of private clubs, golf course(s), marina(s), and other amenities; the status  
225 of the developer(s) if the community or any portion thereof is developer-controlled; and facts about the surrounding community(ies), school  
226 districts and public and government infrastructure plans. SELLER by signing this Contract designates BUYER as SELLER's representative for  
227 purposes of obtaining said information.

228 5. **ENERGY EFFICIENCY:** BUYER acknowledges receipt of the Department of Community Affairs brochure on the  
229 Florida Building Energy Efficiency Rating System.

230 6. **FIRE SPRINKLER/SAFETY SYSTEM RETROFIT:** If the Property is located in a condominium or cooperative  
231 building greater than 75 feet in height requiring retrofit for fire sprinklers or other life safety systems as shown on the list created by the local  
232 district fire marshal, BUYER may terminate this Contract within the statutory rescission period set forth in Standard I.

233 7. **CODE COMPLIANCE BROCHURE:** If the Property is located in unincorporated Collier County, SELLER and  
234 BUYER acknowledge receipt of the Collier County Code Compliance Residential Program brochure.

235 8. **FAIR HOUSING BROCHURE:** BUYER and SELLER acknowledge receipt of the Equal Opportunity in Housing  
236 brochure provided by the National Association of Realtors advising the parties of their rights under the federal Fair Housing Act as well as other  
237 federal, state and local laws.

238 9. **FEMA 50% RULE:** BUYER is advised that if BUYER intends to make substantial improvements to the Real  
239 Property, BUYER's changes may be subject to FEMA regulations limiting improvements to 50% of the value of the existing structure. The  
240 substantial improvement requirement applies to any reconstruction, rehabilitation, addition, or other improvement of an existing structure if the  
241 lowest living floor elevation is below the Base Flood Elevation as shown on the Flood Insurance Rate Map (-FIRM) plus 1 foot AND the cost of  
242 the work equals or exceeds 50% of the market value of the structure before the start of construction. It is recommended that BUYER contact the  
243 floodplain coordinator at the applicable local government with permitting jurisdiction for further information.

244

245 **2. INSPECTION AND MAINTENANCE:**

246 a. **SELLER'S MAINTENANCE OBLIGATION:** SELLER shall maintain the Property, (which for reference includes the Landscaping and  
247 Systems and Equipment) and Personal Property in the condition existing on the Effective Date until the Closing Date or date of possession,  
248 whichever is earlier, except for ordinary wear and tear (collectively "SELLER's Maintenance Obligation"). The scope of SELLER's Maintenance  
249 Obligation shall not include or extend to any item for which SELLER has no maintenance, repair or replacement obligation under the governing  
250 documents of any applicable condominium or homeowners' association. If SELLER fails to perform SELLER's Maintenance Obligation as  
251 required in this Standard, SELLER shall, at BUYER's request, either (i) perform appropriate repair, replacement, treatment mitigation or other  
252 remedial action necessary to comply with Seller's Maintenance Obligation with respect to the Property and/or repair or replace the Personal  
253 Property to the condition required by this Standard prior to the Closing Date (collectively, "Maintenance Obligation Remedial Action"), or (ii)  
254 provide a credit acceptable to BUYER at closing equivalent to the estimated cost of the Maintenance Obligation Remedial Action required by  
255 this Standard. If SELLER is obligated to perform the Maintenance Obligation Remedial Action and fails to do so prior to the Closing Date and  
256 the parties are unable to agree upon a credit amount, SELLER shall escrow at closing a sum equivalent to 200% of the estimated costs for  
257 payment to appropriately licensed contractor(s) performing the Maintenance Obligation Remedial Action. The escrow sum is not a cap on  
258 SELLER's liability for completion of the Maintenance Obligation Remedial Action.

259 b. **WALK-THROUGH INSPECTION:** BUYER (or a designated representative) may conduct a walk-through inspection of the Property prior  
260 to closing or possession, whichever is earlier, to confirm: (1) that the items being conveyed as part of this Contract remain on the Property, (2)  
261 that the items which are not being conveyed as part of this Contract have been removed from the Property, and (3) that SELLER has performed

262 SELLER's Maintenance Obligation and, if applicable, any Maintenance Obligation Remedial Action as required in Standard D.2.a.above. Upon  
263 reasonable notice, SELLER shall provide access and utilities service to the Property to facilitate the walk-through inspection.

264 **c. RISK OF LOSS; CASUALTY; INSURANCE AND SERVICES ESSENTIAL FOR CLOSING; LIMITED PURPOSE INSPECTION**  
265 **RIGHTS; EXTREME WEATHER CONDITION:**

266 (i) **RISK OF LOSS.** Any loss or damage to the Property (which for reference includes the Landscaping and Systems and  
267 Equipment) or Personal Property caused by fire, flood, extreme weather conditions or other casualty occurring between the Effective Date of this  
268 Contract and the Closing Date or date of possession, whichever is earlier ("Casualty"), shall be at SELLER's sole risk and expense. SELLER  
269 shall maintain all existing casualty, wind, hurricane and flood insurance until disbursement.

270 (ii) **AVAILABILITY OF INSURANCE AND SERVICES ESSENTIAL FOR CLOSING.** If, as a result of the Casualty, BUYER is  
271 unable to obtain hazard, flood, wind or homeowner's insurance or is unable to obtain such insurance at a reasonable rate and/or if services  
272 essential for closing are not available by the Closing Date as a result of the Casualty, BUYER may delay the Closing Date until a date that is up  
273 to 5 days after said coverage becomes available and services essential for closing are restored. If said coverage is not available and/or said  
274 essential services are not restored for a period of 30 continuous days after the Casualty date, either SELLER or BUYER may terminate this  
275 Contract not later than 35 days after the Casualty date.

276 (iii) **PROPERTY RENDERED UNINSURABLE OR UNFIT FOR HABITATION.** If any such Casualty loss or damage renders the  
277 Property on the Closing Date either: (1) uninsurable under the residential underwriting guidelines of the Citizens Property Insurance Corporation,  
278 as documented in a letter from SELLER's or BUYER's insurance agent or underwriter; or (2) unfit for habitation under state or local building  
279 codes; as documented in a letter issued by the governmental agency having jurisdiction over said matters pertaining to the Property, then either  
280 BUYER or SELLER may terminate this Contract not later than 5 days after receipt of said documentation.

281 (iv) **LANDSCAPING.** Notwithstanding the provisions of Standard D.2.a or Standard D.2.c(i), if any loss or damage to the  
282 Landscaping is caused by a Casualty or other event beyond SELLER's control, SELLER's financial obligation for restoration of the Landscaping  
283 to the condition it existed on the Effective Date (to the extent reasonably practicable based on availability of substantially equivalent replacement  
284 Landscaping) shall not exceed 1% of the purchase price.

285 (v) **BUYER LIMITED PURPOSE POST-CASUALTY INSPECTION RIGHTS.** Not later than 5 days after SELLER notifies  
286 BUYER that safe access to the Property is available following a Casualty, BUYER and/or BUYER's designated representative(s) may conduct  
287 an inspection of the Property (in addition to any walk-through inspection that BUYER may have conducted prior to the Casualty and/or is entitled  
288 to prior to closing), for the limited purpose of identifying any loss or damage to the Property, the Personal Property and Systems and Equipment  
289 as a result of the Casualty ("Post-Casualty Inspection"). SELLER shall provide access and utilities service to the Property to the greatest extent  
290 possible based on the availability of such service to facilitate the Post-Casualty Inspection.

291 (vi) **EXTREME WEATHER CONDITION:** If, due to a pending or threatened hurricane, tropical storm, ~~tornado~~ or other extreme  
292 weather condition, BUYER is unable to obtain hazard, flood, wind or homeowners/casualty insurance coverage at a reasonable rate for closing,  
293 or if services essential for closing are not available, BUYER or SELLER may delay the Closing Date until a date which is not more than 5 days  
294 after insurance coverage becomes available and/or services essential for closing are restored. If such insurance coverage and/or services  
295 essential for closing remains unavailable for a period of 30 continuous days, then either SELLER or BUYER may terminate the Contract not later  
296 than 35 days after such extreme weather condition rendered insurance and/or services essential for closing unavailable.

297 **STANDARD E—SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable: (1) the title  
298 evidence or credit specified in Standard B; (2) if the Property is located in Lee or Charlotte County, the premium for the owner's title insurance  
299 policy issued by the closing agent selected by BUYER, and the charges for title search and title continuation through the date of deed recording;  
300 (3) preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with warranties of ownership and  
301 freedom from encumbrances, condominium/homeowners' association estoppel letter(s), broker compensation verifications; tenant estoppel  
302 letter(s), copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form sufficient  
303 to allow "gap" coverage by title insurance; (4) mortgage payoff letter from existing creditor/lender(s); (5) documentary stamp tax on deed; (6) real  
304 estate brokerage compensation contractually agreed to by SELLER (to be disbursed by closing agent at closing); (7) utility services to the Closing  
305 Date; (8) any condominium/homeowners' association special assessments and governmentally imposed liens or special assessments which are  
306 SELLER's obligation under Paragraph 6; (9) SELLER's attorney fees, (10) if SELLER is subject to withholding under FIRPTA, charges associated  
307 with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto; (11)  
308 reimbursement of prepaid estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees associated with transfer(s) of  
309 SELLER proceeds and payoffs.

310 **STANDARD F—BUYER'S INSTRUMENTS AND EXPENSES.** BUYER shall pay for and provide, when applicable, including any sales tax due  
311 thereon: (1) recording fee for deed; (2) all costs of any institutional loan secured by BUYER; (3) the premium for creditor/lender title insurance  
312 policy, and if the Property is located in Collier County, the premium for the owner's title insurance policy issued by the closing agent selected by  
313 BUYER and the charges for title search, and title continuation through the date of deed recording; (4) recording membership approval; (5) survey  
314 charges; (6) condominium/homeowners' association membership transfer fee; (7) condominium/homeowners' association resale transfer  
315 fee/capital contribution; (8) any pending homeowners'/condominium association special assessments and governmentally imposed liens or  
316 special assessments which are not SELLER's obligation under Paragraph 6; (9) real estate brokerage compensation contractually agreed to by  
317 BUYER (to be disbursed by closing agent at closing); (10) BUYER's attorney fees; (11) BUYER shall promptly pay and indemnify and hold  
318 SELLER harmless against any claims or liens upon the Property for surveyor or other services furnished to the Property at the request of BUYER;  
319 (12) code enforcement/municipal lien search fees, (13) reimbursement of prepaid application fees and other costs advanced on behalf of BUYER;  
320 (14) reimbursement to the closing agent of any deposit and closing funds shortages due to deduction of wire fees; and (15) submerged land  
321 lease assignment and transfer fees, including any applicable sales tax.

322 **STANDARD G—PRORATIONS; CREDITS.** These items will be prorated as of the Closing Date, with BUYER charged with and entitled to the  
323 Closing Date, or the possession date, whichever is earlier: (1) real and personal property taxes based on the current year, if available. If not  
324 available, the taxes shall be based on the TRIM “Your Taxes This Year if PROPOSED Budget is Adopted” amount and current year non-ad  
325 valorem amount(s), if available; otherwise the prior year non-ad valorem amounts. If neither the current year tax nor TRIM amounts are available,  
326 the taxes shall be based on the prior year's bill (without discount or exemptions no longer available in the year of closing). If completed  
327 improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which did not exist  
328 on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year taxable value  
329 of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable value is not  
330 fixed, the taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the purchase price.  
331 A tax proration based upon any estimated tax shall, at the request of either party, be re-prorated based on the actual tax bill amount with  
332 maximum discount; (2) interest on any assumed indebtedness; (3) rents; (4) condominium/homeowners’ association assessments and  
333 CDD/MSTU operating and maintenance assessments; (5) county waste assessments; (6) appliance service contracts assumed by BUYER; and  
334 (7) propane gas. BUYER shall receive from SELLER at closing a credit equivalent to the amount of any security deposit and prepaid rents held  
335 by SELLER, and any accrued interest thereon, or alternatively, ownership or an assignment of the account in which the deposits and prepaid  
336 rents, and any accrued interest thereon, are held.

337 **STANDARD H—HOMEOWNERS’ ASSOCIATION DISCLOSURE.** If the Property is located within and governed by any mandatory  
338 homeowners’ association, the following provisions are incorporated into this Contract:

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

345 **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE “HOMEOWNERS’ ASSOCIATION**  
346 **DISCLOSURE SUMMARY,” WHICH IS ATTACHED TO AND MADE A PART OF THIS CONTRACT.**

347 **STANDARD I—CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the following  
348 provisions are incorporated into this Contract: **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE**  
349 **BUYER’S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE**  
350 **OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF**  
351 **CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST**  
352 **RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO**  
353 **REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY**  
354 **EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL**  
355 **HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE**  
356 **ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS**  
357 **AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER’S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT**  
358 **CLOSING.** BUYER shall also be entitled to receive a copy of the Condominium Governance Form required by Florida Statutes, and the above  
359 stated right of BUYER to cancel this Contract shall apply to BUYER’s receipt of said governance form in the same manner as applies to the other  
360 above-referenced condominium documents. BUYER, by its execution of this Contract, hereby requests a current copy of the above referenced  
361 condominium documents and Condominium Governance Form.

362 **STANDARD J—CONDOMINIUM/HOMEOWNERS’ ASSOCIATION PROVISIONS; MEMBERSHIP APPROVAL.** Any condominium  
363 /homeowners’ association reserve account(s) is included in the purchase price. If association membership approval is required, BUYER shall,  
364 not later than 10 days after the Effective Date, make application for same in the name(s) in which title will be taken, and shall comply with all  
365 governing requirements of the association and be responsible for securing membership approval. If no written approval has been obtained from  
366 the applicable condominium/homeowners’ association by the Closing Date, either BUYER or SELLER may terminate this Contract by giving the  
367 other party notice of said termination prior to receipt of the approval. SELLER shall obtain a letter(s) from the association(s) which sets forth the  
368 amounts, periods and payment status of assessments and transfer fees and resale capital assessments and deliver same to the BUYER not  
369 later than 15 days prior to the Closing Date. Some condominiums exist upon a leasehold estate or have associated recreational leases which  
370 may require the payment of rents, taxes, maintenance, replacement and repair. BUYER takes title subject to any such lease. **IF THE**  
371 **CONDOMINIUM UNIT EXISTS UPON A LEASEHOLD ESTATE AND THE REMAINING TERM ON ANY GROUND LEASE IS FEWER THAN**  
372 **40 YEARS AS OF THE EFFECTIVE DATE, BUYER MAY TERMINATE THIS SALES CONTRACT BY GIVING SELLER WRITTEN NOTICE**  
373 **OF SAID TERMINATION WITHIN THE EXAMINATION PERIOD DEFINED IN STANDARD B.** SELLER will assign its sublease to BUYER at  
374 closing.

375 **STANDARD K—MORTGAGE CREDITOR/LENDER POLICIES.** If BUYER elected to obtain mortgage financing under Paragraph 4.B., the  
376 policies of the creditor/lender shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

377 **STANDARD L—ESCROW; ESCROW AGENT(S).** The escrow agent who accepts in escrow the deposit(s) paid under this Contract (the “Escrow  
378 Agent”) shall hold the deposit(s) within the State of Florida in escrow until the earlier of: (1) delivery to another Escrow Agent for closing, who by  
379 acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is authorized to so transfer the  
380 funds and is relieved of all liability for the funds delivered); (2) delivery of the deed, with payment of the deposit(s) as part of the purchase price  
381 of the Property; (3) such time as BUYER may be entitled to return of the deposit(s); or (4) delivery pursuant to written direction of the parties, at  
382 which time the Escrow Agent shall pay all of the deposit(s) to the party(ies) entitled thereto. The Escrow Agent shall not be liable for the payment  
383 of any interest, damages, attorney fees or court costs in any action brought to recover the deposit(s) held in escrow, or any part thereof, unless  
384 the Escrow Agent shall fail or refuse to pay over any such deposit(s) pursuant to a judgment, order or decree that shall be final beyond possibility  
385 of appeal. In any proceeding which litigates the disposition of the deposit(s), the Escrow Agent shall be entitled to be paid reasonable attorney  
386 fees and court costs, which shall be paid by the non-prevailing party. The Escrow Agent has no duty to collect or attempt to collect any deposit  
387 or check given as a deposit, but shall give the parties written notice of: (a) any deposit that is not received not later than 5 days after its due date,  
388 and (b) any deposit check that is not paid on presentation, not later than 5 days of learning of its dishonor. If the Escrow Agent is a licensed real  
389 estate broker, the Escrow Agent shall comply with the requirements of Chapter 475, Florida Statutes.

390 **STANDARD M—FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) WITHHOLDING.** A SELLER who is a U.S. citizen or  
391 resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a foreign person  
392 or entity, BUYER shall deduct and withhold from the purchase price, or collect from SELLER if the net proceeds are insufficient, 15% of the  
393 purchase price (the “Withholding Amount”), and remit same to the Internal Revenue Service (the “IRS”) within 10 days after the Closing Date,  
394 unless: (1) the purchase price is not more than \$300,000.00 and BUYER executes a sworn certification at closing attesting that BUYER is  
395 acquiring the Property for use as a residence; i.e. that BUYER or a member of BUYER’s family has definite plans to reside at the Property at  
396 least 50% of the number of days the Property is used by any person in each of the first two 12-month periods immediately following the closing,  
397 in accordance with the Internal Revenue Code and all applicable regulations (the “BUYER’s Residential Use Certification”), in which event the  
398 Withholding Amount is \$0; or (2) the purchase price is greater than \$300,000.00 but not more than \$1,000,000.00 and BUYER executes a  
399 BUYER’s Residential Use Certification, in which event the Withholding Amount is reduced to 10% of the purchase price. If SELLER furnishes to  
400 BUYER, not later than the Closing Date, proof of submittal to the IRS of an application for withholding certificate, the closing agent (or other third  
401 party mutually designated by SELLER and BUYER) shall hold the applicable Withholding Amount in escrow pending receipt of the withholding  
402 certificate, shall remit the sum reflected in the withholding certificate to the IRS within 10 days of receipt of the withholding certificate, and shall  
403 promptly refund any remaining balance to SELLER. SELLER shall hold BUYER harmless and indemnify BUYER for not withholding or collecting  
404 the applicable Withholding Amount or for withholding and remitting the reduced amount reflected in the withholding certificate. BUYER shall  
405 provide to SELLER evidence of remittance of all or any portion of the applicable Withholding Amount to the IRS. The failure of either party to  
406 comply or to allow compliance with the requirements of FIRPTA and related regulations shall constitute a breach of this Contract.

407 **STANDARD N—QUICK CLOSING.** Except with respect to the Clearance Period in Standard B or as otherwise set forth in Standard J, if the  
408 Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by the deadlines set forth in  
409 this Contract, the parties agree to undertake and complete all performances, inspections, surveys, examinations, delivery of documents, notices,  
410 satisfaction of contingencies and all other actions required of or allowed to either party prior to the Closing Date, except that the statutory time  
411 period set forth in Standards H and I shall not be affected by this provision.

412 **STANDARD O—DEFAULT AND REMEDIES.** If BUYER does not perform BUYER’s obligations hereunder (except as excused by SELLER’s  
413 default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER’s exclusive remedy. If SELLER does not  
414 perform SELLER’s obligations hereunder (except as excused by BUYER’s default), BUYER may enforce this Contract by a suit for specific  
415 performance, damages, or may terminate this Contract.

416 **STANDARD P—LITIGATION; ATTORNEY FEES AND COSTS.** In connection with any litigation concerning this Contract, venue shall be in the  
417 county where the Property is located, and the prevailing party shall be entitled to recover reasonable attorney fees and court costs, including on  
418 any appeals, from the non-prevailing party. The term “prevailing party” shall include SELLER, BUYER, and any broker acting in an agency or  
419 non-agency relationship recognized under Chapter 475, Florida Statutes. For purposes of this Standard, any such broker shall be an intended  
420 third party beneficiary.

421 **STANDARD Q—NOTICES, DISCLOSURES, ACKNOWLEDGMENTS AND DOCUMENTS.** All notices, disclosures, and acknowledgments  
422 must be in writing. Unless a party is required by law to deliver notices, disclosures, acknowledgments or documents directly to the other party,  
423 all notices, disclosures, acknowledgments and documents required or permitted under this Contract shall be effective when given by a party or  
424 that party’s broker or attorney to the other party or said other party’s broker or attorney. Delivery of homeowners’ or condominium documents  
425 required under Standards H and I respectively to BUYER’s broker or attorney shall not constitute delivery to the BUYER.

426 **STANDARD R—MISCELLANEOUS.** (1) The parties have agreed to deal in good faith with respect to all provisions of this Contract.  
427 (2) The singular case or tense shall include the plural case or tense. (3) This Contract may only be modified in writing signed by the parties.  
428 (4) Except as otherwise specifically provided, all references to days shall mean calendar days. (5) Except as otherwise specifically provided, all  
429 deadlines shall expire at 11:59 PM Eastern Time. Except as otherwise expressly provided by law, if the Closing Date, any deadline or the last  
430 day of any time period falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following business day. (6)  
431 As used herein, the terms “real estate broker” or “broker” shall include all real estate brokers, brokerage corporations or business entities, and  
432 their respective licensees involved in this transaction. (7) All title evidence, condominium documents and other documents provided to BUYER  
433 by or on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is terminated.



434 (8) If either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to the other  
435 party, whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and effect, and  
436 the parties shall have no further liability to one another hereunder except as set forth herein. (9) The headings used in this Contract are for  
437 convenience of reference only and shall not be used for interpreting the meaning of any provisions of this Contract. (10) All provisions of this  
438 Contract which by their nature or context require performance or provide rights after the Closing Date, including without limitation the provisions  
439 of Standard P, shall survive closing. (11) Signatures and initials communicated by electronic or facsimile transmission shall be binding. (12) A  
440 facsimile or electronic (including "pdf") copy of this Contract and all related sale documents and any signatures thereon shall be considered for  
441 all purposes as an original. This Contract and all related sale documents may be executed by use of electronic signatures, as determined by  
442 Florida's Electronic Signature Act and other applicable laws. (13) This Contract and all related sale documents may be signed in counterparts,  
443 and said counterparts shall collectively constitute the entire agreement of the parties. (14) Upon reasonable notice, SELLER shall provide access  
444 to the Property to appraiser(s) and surveyor(s) retained by BUYER. (15) SELLER and BUYER authorize the closing agent to provide copies of  
445 the American Land Title Association (ALTA) and other settlement statements to all parties, brokers and attorneys associated with this transaction.

446 **STANDARD S—NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into this  
447 Contract. BUYER's decision to buy was based upon BUYER's own investigations of the Property. BUYER holds the broker(s) harmless from all  
448 liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, or SELLER's representations regarding  
449 the Property's condition, or from broker's referral, recommendation, or retention of any vendor. The parties agree that assistance to a party by a  
450 broker does not, and will not, make the broker responsible for performance.

451 **STANDARD T—BINDING CONTRACT; LEGAL COUNSEL.** THE PARTIES ARE NOT REQUIRED TO USE ANY PARTICULAR FORM OF  
452 CONTRACT. TERMS AND CONDITIONS SHOULD BE NEGOTIATED BASED UPON THE RESPECTIVE INTERESTS, OBJECTIVES AND  
453 BARGAINING POSITIONS OF THE PARTIES. APPROVAL OF THIS FORM BY THE COLLIER COUNTY BAR ASSOCIATION AND  
454 ASSOCIATIONS OF REALTORS DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND CONDITIONS IN THIS  
455 CONTRACT SHOULD BE ACCEPTED BY A PARTY IN A PARTICULAR TRANSACTION. THIS IS A LEGALLY BINDING CONTRACT FORM.  
456 EACH PARTY ACKNOWLEDGES THAT PRIOR TO SIGNING THE CONTRACT, THE CLOSING EXPENSES HAVE BEEN EXPLAINED, REAL  
457 ESTATE TRANSACTION STANDARDS A THROUGH T HAVE BEEN RECEIVED AND REVIEWED, AND THAT PARTY HAS BEEN ADVISED  
458 BY THE REAL ESTATE BROKER TO SEEK LEGAL COUNSEL AND TITLE INSURANCE TO PROTECT THAT PARTY'S INTEREST IN  
459 CONNECTION WITH THE TITLE STATUS AND CLOSING OF THIS TRANSACTION. BUYER AND SELLER ARE ADVISED TO CONSULT AN  
460 APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, PROPERTY CONDITION, ENVIRONMENTAL, AND OTHER SPECIALIZED ADVICE.  
461 THIS CONTRACT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS,  
462 ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND SUCCESSORS IN INTEREST.

463 **OTHER TERMS AND CONDITIONS:**

464 \_\_\_\_\_  
465 \_\_\_\_\_  
466 \_\_\_\_\_  
467 \_\_\_\_\_  
468 \_\_\_\_\_  
469 \_\_\_\_\_  
470 \_\_\_\_\_

471 **ADDENDUM:** The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

472 \_\_\_\_\_  
473 \_\_\_\_\_  
474 \_\_\_\_\_  
475 \_\_\_\_\_

476 To the extent such Addendum/Addenda terms conflict with the terms of this Contract, the Addendum/Addenda terms shall control.

477 **THE REAL ESTATE TRANSACTION STANDARDS SHOULD NOT BE REVISED OR MODIFIED EXCEPT IN OTHER TERMS AND**  
478 **CONDITIONS AND/OR BY ADDENDUM/ADDENDA.**

479 **WIRE FRAUD ADVISORY. CYBER CRIMINALS ATTEMPTING TO STEAL LARGE SUMS OF MONEY ARE TARGETING REAL ESTATE**  
 480 **TRANSACTIONS BY INTERCEPTING ELECTRONIC COMMUNICATIONS AND SENDING EMAILS THAT APPEAR TO BE FROM REAL**  
 481 **ESTATE AGENTS, BROKERS, ATTORNEYS, TITLE COMPANIES, LENDERS AND OTHERS INVOLVED IN REAL ESTATE**  
 482 **TRANSACTIONS. THESE CRIMINALS HAVE INTERCEPTED WIRE TRANSFER INSTRUCTIONS, OBTAINED ACCOUNT INFORMATION,**  
 483 **AND, BY ALTERING SOME OF THE DATA, USED EMAILS TO CONVINCE BUYERS, SELLERS AND OTHERS TO REDIRECT THE MONEY**  
 484 **TO A FRAUDULENT ACCOUNT. THESE EMAILS ARE SOPHISTICATED AND MAY LOOK LIKE LEGITIMATE EMAILS FROM PARTIES**  
 485 **INVOLVED IN THE TRANSACTION. BUYER AND SELLER ARE STRONGLY ENCOURAGED NOT TO SEND PERSONAL INFORMATION,**  
 486 **SUCH AS BANK ACCOUNT NUMBERS OR OTHER NON-PUBLIC INFORMATION, VIA UNSECURED EMAIL OR OTHER ELECTRONIC**  
 487 **COMMUNICATION, AND TO NEVER WIRE TRANSFER MONEY WITHOUT PERSONALLY SPEAKING WITH THE INTENDED RECIPIENT**  
 488 **OF THE WIRE TRANSFER TO VERIFY THE ROUTING AND ACCOUNT NUMBERS. BUYER AND SELLER HEREBY AGREE TO**  
 489 **INDEMNIFY AND HOLD HARMLESS ESCROW AGENT, ANY CLOSING AGENT AND ANY BROKER ACTING IN AN AGENCY OR NON-**  
 490 **AGENCY RELATIONSHIP RECOGNIZED UNDER CHAPTER 475, FLORIDA STATUTES, FROM ALL LOSSES, LIABILITIES, CHARGES**  
 491 **AND COSTS INCURRED DUE TO ANY WIRE TRANSFERS OR WIRE INSTRUCTIONS WHICH RELATE TO THE TRANSFER OR**  
 492 **ISSUANCE OF FUNDS. FOR PURPOSES OF THIS PARAGRAPH, ESCROW AGENT, ANY CLOSING AGENT AND ANY BROKER SHALL**  
 493 **BE INTENDED THIRD-PARTY BENEFICIARIES.**

_____	_____	_____	_____
(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
_____	_____	_____	_____
(Seller's Printed Name)		(Buyer's Printed Name)	
_____	_____	_____	_____
(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
_____	_____	_____	_____
(Seller's Printed Name)		(Buyer's Printed Name)	

494 **SELLER rejects BUYER'S offer on \_\_\_\_\_ {Insert Date}.**

495 \_\_\_\_\_

496 (Seller's Signature) (Seller's Signature)

497 **IDENTIFICATION OF BROKERS AND LICENSEES**

498 Listing Brokerage: \_\_\_\_\_ Selling Brokerage: \_\_\_\_\_

499 Listing Licensee: \_\_\_\_\_ Selling Licensee: \_\_\_\_\_

500 IDENTIFICATION OF ESCROW AGENT Escrow Agent's Name: \_\_\_\_\_

501 Escrow Agent Address: \_\_\_\_\_

502 Escrow Agent Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

503 **THIS CONTRACT SHALL NOT MODIFY THE LISTING CONTRACT OR ANY MLS OR OTHER OFFER OF COMPENSATION MADE BY**  
 504 **SELLER OR LISTING BROKER TO COOPERATING BROKERS.**