



**PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT  
 COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF  
 THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**



1 \_\_\_\_\_  
 2 \_\_\_\_\_ (“BUYER/PURCHASER”) (if individual(s), name(s) as reflected on  
 3 government-issued photo ID and marital status) and \_\_\_\_\_

4 \_\_\_\_\_ (“SELLER”) (name(s)  
 5 as reflected on deed or government-issued photo ID and marital status), which terms may be singular or plural  
 6 and include the successors, personal representatives and assigns of BUYER and SELLER, hereby agree that  
 7 SELLER will sell and BUYER will buy the following described property with all improvements (“the Property”),  
 8 upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that  
 9 which is added will supersede that which is printed or marked.

10 **PROPERTY DESCRIPTION:**

11 (a) Street address, city, zip code: \_\_\_\_\_

12 (b) The Property is located in \_\_\_\_\_ County, Florida. Property Tax ID No: \_\_\_\_\_

13 (c) Legal description of the Real Property (if lengthy, attach legal description): \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 The Property will be conveyed by statutory general warranty deed, trustee’s, personal representative’s or  
 17 guardian’s deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current  
 18 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do  
 19 not adversely affect marketable title. **Under Florida law, financing of the BUYER’s principal residence**  
 20 **requires BUYER and BUYER’s spouse to sign the mortgage(s). Under Florida law, the sale of a principal**  
 21 **residence requires SELLER’s spouse to sign the deed even if the spouse’s name is not on SELLER’s**  
 22 **present deed.**

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

24 (A) Binder deposit paid herewith, which will remain a binder until closing  
 25 unless sooner disbursed according to the provisions of this Agreement \$ \_\_\_\_\_

26 (B) Binder deposit due within \_\_\_\_\_ days after date of acceptance of this  
 27 Agreement \$ \_\_\_\_\_

28 (C) Additional binder deposit due on or before \_\_\_\_\_ or  
 29 \_\_\_\_\_ days after date of acceptance of this Agreement \$ \_\_\_\_\_

30 (D) Balance due at closing (not including BUYER’s closing costs, prepaid  
 31 items or prorations) by wire transfer or, if allowed by settlement agent,  
 32 by cashier’s or official check drawn on a United States banking institution \$ \_\_\_\_\_

33 (E) Proceeds of a note and mortgage to be executed by BUYER to any  
 34 lender other than SELLER (base loan amount excluding FHA MIP,  
 35 funding fees or financed closing costs) \$ \_\_\_\_\_

36 (F) **Seller financing** by note and mortgage executed by BUYER to SELLER  
 37 (requires use of Seller Financing Addendum) \$ \_\_\_\_\_

38 (G) **PURCHASE PRICE** \$ \_\_\_\_\_

39 **Binder deposit(s) to be held by:**

40 Name: \_\_\_\_\_

41 Address: \_\_\_\_\_

42 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

43 E-mail: \_\_\_\_\_

44 **Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder**  
 45 **deposit(s) held by an attorney or title insurance agency, Broker’s resolution remedies referenced**  
 46 **in paragraph 12(A) hereof are not available.**

47 2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

48  cash transaction

49  loan without financing contingency

50  loan as marked below with financing contingency. Loan Approval  is  is not conditioned upon the  
51 closing of the sale of other real property owned by BUYER. If neither box is marked then Loan Approval  
52 is not conditioned upon the closing of the sale of other real property owned by BUYER.

53 (A)  **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the  
54 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to  
55 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has  
56 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal  
57 Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth  
58 the appraised value of the Property of not less than \$ \_\_\_\_\_. The PURCHASER shall  
59 have the privilege and option of proceeding with consummation of this contract without regard to the  
60 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum  
61 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the  
62 value or the condition of the Property. The PURCHASER should satisfy himself/herself that the price  
63 and condition of the Property are acceptable."

64 **If Purchase Price changes, the dollar amount referenced in line 58 should be changed to reflect**  
65 **the new Purchase Price.**

66 (B)  **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER  
67 shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the  
68 purchase of the Property described herein, if this Agreement purchase price or cost exceeds the  
69 reasonable value of the Property established by the Veterans Administration. The BUYER shall,  
70 however, have the privilege and option of proceeding with the consummation of this Agreement without  
71 regard to the amount of reasonable value established by the VA.

72 (C)  **CONVENTIONAL OR USDA FINANCING:** If BUYER's financing is conventional or USDA, it is  
73 expressly agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur  
74 penalty by forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property  
75 described herein if the purchase price exceeds the appraised value of the Property as established by  
76 the lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation  
77 of this Agreement without regard to the amount of said appraised value. This contingency shall expire  
78 5 days after expiration of the Loan Approval Period.

79 (D)  **OTHER FINANCING:**  **SELLER FINANCING**  **MORTGAGE ASSUMPTION.** If marked, see  
80 applicable Addendum attached hereto and made a part hereof.

81 **APPLICATION:** Within \_\_\_\_ days (5 days if left blank) after date of acceptance of this Agreement,  
82 BUYER will complete the application process for mortgage loan(s) and pay lender for credit report(s).  
83 BUYER will timely furnish any and all credit, employment, financial, and other information required by  
84 lender, and make a continuing and diligent effort to obtain loan approval. **BUYER will pay for the**  
85 **appraisal within 3 days after having provided lender with written notice of intent to proceed and**  
86 **will instruct the lender to order the appraisal within 3 days after time of such payment;**  
87 **otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose information  
88 regarding the status, progress and conditions of loan application and loan approval to SELLER,  
89 SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. **BUYER**  
90 **and SELLER hereby further authorize BUYER's lender and the closing attorney/settlement agent**  
91 **to provide a copy of the combined settlement statement and the BUYER and SELLER Closing**  
92 **Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before**  
93 **and at closing (consummation).**

94 Unless the mortgage loan is approved within \_\_\_\_ days (45 days if left blank) after date of  
95 acceptance of this Agreement, hereinafter called the Loan Approval Period, without contingencies  
96 other than lender-required repairs/replacements/treatments, marketable title and survey, **BUYER shall**  
97 **have 5 days thereafter to terminate this Agreement by written notice to the SELLER, or be**  
98 **deemed to have waived the financing contingency.** If BUYER does not terminate this Agreement  
99 within said 5 day period neither BUYER nor SELLER shall have a right to terminate this Agreement  
100 under this paragraph, the binder deposit shall not be refundable because of BUYER's failure to obtain  
101 financing, and this Agreement shall continue through the date of closing.

102 3. **TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION):**

103 (A) If title evidence and survey, as specified below, show SELLER is vested with marketable title,  
104 including legal access, the transaction will be closed and the deed and other closing papers delivered  
105 on or before  \_\_\_\_ days (15 days if left blank) after the Loan Approval Period,  \_\_\_\_\_ (specific  
106 date), or  \_\_\_\_ days after date of acceptance of this Agreement, **unless extended by other**  
107 **conditions of this Agreement.**

108 Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and  
109 subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes,  
110 zoning ordinances, covenants, restrictions and easements of record which do not adversely affect  
111 marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take  
112 or allow any action to be taken that alters or changes the status of title to the Property.

113 (B) **Extension of Date of Closing:** If closing cannot occur by the date of closing due to Consumer  
114 Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the  
115 period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act  
116 of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from  
117 being performed or causes the unavailability of insurance, all time periods, including the date of closing,  
118 will be extended for the period of time that any of the above prevents performance of any obligation  
119 under this Agreement, but in no event more than 5 days after restoration of services essential to the  
120 closing process and availability of applicable insurance. If force majeure prevents performance of any  
121 obligation under this Agreement for more than 30 days beyond the date of closing, BUYER or SELLER  
122 may terminate this Agreement by delivering written notice to the other party.

123 If title evidence or survey reveals any defects which render the title unmarketable, or if the Property is  
124 not in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days  
125 from receipt of title commitment, survey or written evidence of any permitting/regulatory issue to notify  
126 SELLER of such defects. SELLER agrees to use reasonable diligence to cure such defects at  
127 SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within  
128 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than  
129 the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and  
130 other monetary encumbrances unless otherwise agreed in writing. If SELLER is unable to convey  
131 marketable title, or to cure permitting/regulatory compliance issues, BUYER will have the right to  
132 terminate this Agreement, or to accept the Property as SELLER is able to convey, and to close this  
133 transaction upon the terms stated herein, which election will be exercised within 10 days after BUYER's  
134 receipt of SELLER's written notice of SELLER's inability to cure.

135 4. **TITLE EVIDENCE / MUNICIPAL LIEN SEARCH:**

136 (A) **TITLE EVIDENCE:** At least \_\_\_\_\_ days before date of closing (10 days if left blank), the party paying  
137 for the title insurance shall cause the title agent to issue a title insurance commitment for an owner's  
138 policy in the amount of the Purchase Price and a title insurance commitment for a mortgage policy in the  
139 amount of BUYER's loan(s) if BUYER is financing the purchase. Any expense of curing title defects  
140 such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER.

141 (B) **MUNICIPAL LIEN SEARCH:** If a municipal lien search is required in this Agreement, at least  
142 \_\_\_\_\_ days before date of closing (10 days if left blank), the party paying for this search shall  
143 obtain and provide to the closing attorney/settlement agent a municipal lien search.

144 5. **SURVEY:** At least \_\_\_\_\_ days before date of closing (10 days if left blank), the party paying for the survey  
145 shall cause to be delivered to the closing attorney/settlement agent (**mark only one box**):  a new staked  
146 survey of the Property dated within (3) months of date of closing showing all improvements, certified to  
147 BUYER, SELLER, lender, and the title insurer in compliance with Florida law; or  a copy of a previously  
148 made survey of the Property showing all existing improvements and sufficient to allow removal of the  
149 survey exceptions from the title insurance commitment **or, if insufficient, then a new staked survey is**  
150 **required.**  No survey is required. **If a surveyor's flood elevation certificate is required, BUYER**  
151 **shall pay for it.**

152 6. **CASUALTY LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, SELLER  
153 shall immediately notify BUYER in writing. If the cost of repair or restoration does not exceed 3% of the  
154 Purchase Price, cost of restoration will be an obligation of SELLER and closing will proceed pursuant to the  
155 terms of this Agreement. If the cost of repair or restoration exceeds 3% of the Purchase Price, BUYER may  
156 terminate this Agreement by giving written notice to SELLER within 10 days after BUYER's receipt of  
157 written notice from SELLER of the casualty. If BUYER has not so terminated, SELLER shall have 30 days  
158 from the end of said 10 day period to complete the repairs in accordance with the conditions required by  
159 paragraph 14 and all applicable laws. Closing shall occur within 20 days thereafter but not sooner than the  
160 date of closing as set forth in paragraph 3.

161 If BUYER has not terminated as above, and the cost of repair or restoration exceeds said 3% and SELLER  
162 declines to pay the excess, then SELLER must notify BUYER in writing of same within 15 days after the  
163 casualty. In this event, BUYER may either purchase the Property as is, together with any insurance  
164 proceeds payable by virtue of such casualty (to be assigned by SELLER to BUYER upon closing) plus an  
165 amount equal to SELLER's deductible, or BUYER may terminate this Agreement. BUYER shall have 5  
166 days after receipt of SELLER's written notice of refusal to pay the excess costs to terminate this  
167 Agreement, or be deemed to have elected to proceed with this transaction.

168 7. **PRORATIONS:** All taxes, rents, condominium and homeowners' association fees, solid waste  
169 collection/disposal fees, stormwater fees, and Community Development District (CDD) fees will be prorated  
170 through day before closing based on the most recent information available to the closing  
171 attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall  
172 belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party  
173 upon receipt of the actual bill based on the maximum discount available.

174 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT  
175 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED  
176 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
177 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN  
178 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT  
179 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

180 8. **BUYER WILL PAY:**

181 (A) CLOSING COSTS:

- |                                                                                 |                                                                   |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------|
| 182 <input type="checkbox"/> Recording fees                                     | <input type="checkbox"/> One year home warranty _____             |
| 183 <input type="checkbox"/> Intangible tax                                     | <input type="checkbox"/> VA funding fee                           |
| 184 <input type="checkbox"/> Note stamps                                        | <input type="checkbox"/> Mortgage insurance premium               |
| 185 <input type="checkbox"/> Simultaneous mortgagee title insurance policy      | <input type="checkbox"/> Mortgage discount not to exceed _____    |
| 186 <input type="checkbox"/> Title insurance endorsements                       | <input type="checkbox"/> Survey                                   |
| 187 <input type="checkbox"/> Lender's flood certification fees                  | <input type="checkbox"/> Closing attorney/settlement fee          |
| 188 <input type="checkbox"/> Mortgage origination charges                       | <input type="checkbox"/> BUYER's courier fees                     |
| 189 <input type="checkbox"/> Appraisal fee                                      | <input type="checkbox"/> Title search                             |
| 190 <input type="checkbox"/> Credit report (s)                                  | <input type="checkbox"/> Municipal lien search                    |
| 191 <input type="checkbox"/> Inspection and reinspection fees                   | <input type="checkbox"/> Real estate brokerage fee \$ _____       |
| 192 <input type="checkbox"/> Tax service fee (FHA BUYER may pay)                | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 193 <input type="checkbox"/> Wood-destroying organism report (VA BUYER may pay) |                                                                   |
| 194 <input type="checkbox"/> Other _____                                        |                                                                   |

195 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by  
196 law or regulation, together with lender related settlement/title service fees.

197 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a  
198 lender's condominium questionnaire fees, and capital contributions, if required.

199 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance  
200 premiums if required by the lender.

201 9. **SELLER WILL PAY:**

202 (A) CLOSING COSTS:

- |                                                                         |                                                                |
|-------------------------------------------------------------------------|----------------------------------------------------------------|
| 203 <input type="checkbox"/> Deed stamps                                | <input type="checkbox"/> One year home warranty _____          |
| 204 <input type="checkbox"/> Owner's title insurance policy             | <input type="checkbox"/> Real estate brokerage fee(s)          |
| 205 <input type="checkbox"/> Title search                               | <input type="checkbox"/> Title insurance endorsements          |
| 206 <input type="checkbox"/> Closing attorney/Settlement fee            | <input type="checkbox"/> Lender's flood certification fees     |
| 207 <input type="checkbox"/> Survey                                     | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 208 <input type="checkbox"/> Satisfaction of mortgage and recording fee | <input type="checkbox"/> Appraisal fee                         |
| 209 <input type="checkbox"/> SELLER's courier fees                      |                                                                |
| 210 <input type="checkbox"/> Other _____                                |                                                                |

212 (B) Condominium and homeowners' association estoppel/statement fees, payable upon request by the  
213 closing attorney/settlement agent.

214 (C) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is  
215 prohibited from paying by law or regulation.

216 (D) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's  
217 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**  
218 **8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D). This amount will include all VA non-  
219 allowables not specified to be paid by SELLER.

220 (E) All mortgage payments, condominium and homeowners association fees and assessments, CDD fees  
221 and government special assessments due and payable shall be paid current at SELLER's expense at  
222 the time of closing.

223 (F) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by  
224 a public body that are certified, confirmed and ratified before the date of closing not payable in

225 installments; and (ii) the amount of the public body's most recent estimate or assessment for an  
226 improvement which is substantially completed as of date of acceptance of this Agreement but that has  
227 not resulted in a lien being imposed on the Property before closing. "Public body" does not include a  
228 condominium or homeowners' association or CDD.

229 If public body special assessments may be paid in installments (MARK ONE)

230  BUYER shall pay installments due after date of closing.

231  SELLER will pay the assessment in full prior to or at the time of closing.

232 **IF NEITHER BOX IS MARKED BUYER SHALL PAY INSTALLMENTS DUE AFTER THE DATE OF**  
233 **CLOSING. This paragraph 9(F) shall not apply to liens imposed by a Community Development**  
234 **District created by Florida Statute 190. The special benefit tax assessment imposed by a**  
235 **Community Development District shall be treated as an ad valorem tax.**

236 **10. DEFAULT:**

237 (A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after  
238 deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees  
239 which shall be BUYER's sole responsibility), will be retained by SELLER as agreed upon liquidated  
240 damages, consideration for the execution of this Agreement, and in full settlement of any claims.  
241 BUYER and SELLER will then be relieved of all obligations to each other under this Agreement except  
242 for BUYER's responsibility for damages caused during inspections as described in paragraph 14.

243 (B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii) elect  
244 to receive the return of BUYER's binder deposit(s) without thereby waiving any action for damages  
245 resulting from SELLER's default.

246 (C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms  
247 of the listing agreement.

248 **11. NON-DEFAULT PAYMENT OF EXPENSES:**

249 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,  
250 whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with  
251 costs deducted from the binder deposit(s), and the remainder of the binder deposit(s) shall be returned  
252 to BUYER. This will include but not be limited to the transaction not closing because BUYER does not  
253 obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to  
254 terminate under any contingency in this Agreement; however, if Buyer elects to terminate this  
255 Agreement pursuant to paragraphs 2(A), 2(B), 2(C) or 14, each party will be responsible for all loan and  
256 sale processing costs specified to be paid by that party, except all inspections, including WDO Report,  
257 which shall be paid by BUYER.

258 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,  
259 whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and  
260 BUYER will be entitled to the return of the binder deposit(s). This will include the transaction not closing  
261 because SELLER elects not to pay for the amount in excess of the amounts in paragraph 6 with  
262 respect to casualty, loss or damage, or because SELLER cannot deliver marketable title, or is unable to  
263 cure permitting/regulatory compliance issues, but shall not include failure to appraise or termination  
264 pursuant to paragraph 14.

265 **12. BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

266 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the  
267 holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to  
268 determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be  
269 deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the  
270 broker holding the binder deposit(s) may request the issuance of an Escrow Disbursement Order from  
271 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby,  
272 and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's fees  
273 and damages upon disbursement in accordance therewith.

274 (B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or  
275 relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and  
276 Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by  
277 jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly  
278 or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their  
279 own costs and attorney's fees except for interpleader's attorney's fees and costs, which shall be  
280 payable as set forth in paragraph 12(A).

281 13. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has the legal authority and  
282 capacity to convey the Property, and that no other person or entity has an ownership interest in the Property.  
283 SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property  
284 other than those which BUYER can readily observe **except:** \_\_\_\_\_  
285 \_\_\_\_\_  
286 \_\_\_\_\_

287 SELLER further represents that the Property is not now and will not be prior to the date of closing subject to  
288 a municipal or county code enforcement proceeding and that no citation has been issued **except:**  
289 \_\_\_\_\_  
290 \_\_\_\_\_

291 If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall  
292 comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes,  
293 SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding  
294 unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental  
295 entity as to uncorrected building, environmental or safety code violations, and SELLER has no knowledge  
296 of any repairs or improvements made to the Property not then in compliance with governmental  
297 regulations/permitting **except:** \_\_\_\_\_  
298 \_\_\_\_\_

299 (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the BUYER  
300 of real property with a building for occupancy located thereon may have the building's energy-efficiency  
301 rating determined. BUYER acknowledges receipt of the Florida energy efficiency rating information  
302 brochure prepared by the State of Florida at the time of or prior to BUYER signing this Agreement.

303 (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has  
304 accumulated in a building in sufficient quantities, may present health risks to persons who are exposed  
305 to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in  
306 Florida. Additional information regarding radon testing may be obtained from your county health unit.

307 (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies whether  
308 flood insurance is required and what restrictions apply to improving the Property and rebuilding in the  
309 event of casualty.

310 (D) **Community Development District:** The Property may be in a Community Development District  
311 (CDD). See BUYER'S Community Development District Acknowledgement for further information.

312 (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause  
313 health problems and damage to the Property.

314 (F) **Defective Drywall:** The presence of Defective Drywall in a home may cause health problems and  
315 damage to the Property.

316 (G) **Airport Notice Zones:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER  
317 and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

318 (H) **Historic Districts:** BUYER is advised to verify with appropriate government agencies whether the  
319 Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions.  
320 See Historic District Disclosure for further information.

321 (I) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood  
322 crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of the  
323 Property.

324 14. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition  
325 until closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments.  
326 BUYER and SELLER agree that the cost of inspections and investigations requested by BUYER are exempt  
327 from paragraph 11 of this Agreement and will be paid by BUYER regardless of the outcome of this  
328 Agreement. If BUYER elects not to have inspections and investigations performed, or fails to make a timely  
329 request for repairs/replacements/treatments as set forth in this paragraph 14, BUYER accepts the Property  
330 in its "**AS IS**" condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair  
331 of all damages to the Property resulting from inspections and investigations, and BUYER will return the  
332 Property to its pre-inspection condition. These obligations shall survive termination of this Agreement.

333 (A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations during  
334 the time provided for inspections and investigations in this paragraph and, if not, the time for inspections  
335 and investigations will be extended by the time access was denied. If utilities are not active at the time  
336 the inspections, investigations or appraisal are to be made, SELLER will pay to have the utilities  
337 activated for these purposes.

338 Within 10 days after the date of acceptance of this Agreement ("Inspection Period"), BUYER may have  
339 the Property inspected and investigated by appropriately licensed inspectors or persons/entities holding  
340 a Florida license to build, repair or maintain the items inspected. BUYER and BUYER'S Broker have the  
341 right to be present during all inspections and investigations. The inspections and investigations include,  
342 but are not limited to:

343 (1) testing and inspecting all major appliances, heating, cooling, mechanical, electrical and plumbing  
344 systems, well and septic (including drain field systems), the roof, pool and pool equipment, defective  
345 drywall, defective flooring, mold, drainage, radon gas and environmental and sinkhole conditions;

346 (2) inspecting for active infestation and/or damage from termites and other wood-destroying organisms;  
347 and

348 (3) verifying the cost and availability of insurance, that condominium/homeowner's association insurance  
349 is satisfactory to BUYER's lender, verifying square footage measurements, and reviewing applicable  
350 zoning and historic classifications, covenants, restrictions, easements, rules, and other governing  
351 documents affecting the Property.

352 If BUYER determines, in BUYER's **sole discretion**, that the Property is not acceptable to BUYER,  
353 BUYER may prior to the expiration of the Inspection Period:

354 • terminate this Agreement by delivering written notice of such election to SELLER together with a  
355 copy of all written reports, if any, of inspections and investigations if such reports are requested by  
356 SELLER; (**delivery of the NEFAR Release of Deposit and Cancellation of Purchase and Sale  
357 Agreement is not sufficient as a written notice of termination**) or

358 • submit BUYER's written request to SELLER for repairs/replacements/treatments, together with a copy  
359 of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have 7  
360 days from SELLER's receipt of such request within which to enter into a written agreement for  
361 repairs/replacements/treatments. If BUYER and SELLER have not entered into such written  
362 agreement within the 7 days, then BUYER may terminate this Agreement by giving written  
363 notice of termination to SELLER within 3 days after the 7 days, or be deemed to have accepted  
364 the Property without repairs/replacements/treatments except as may otherwise be provided in  
365 this Agreement. BUYER'S request for repairs/replacements/treatments or written agreement  
366 between BUYER and SELLER as to same shall not eliminate BUYER's right to terminate this  
367 Agreement at any time within the Inspection Period.**

368 If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released  
369 from all further obligations under this Agreement except as otherwise provided in this paragraph 14.

370 Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid  
371 receipts for all investigations and inspections, if any.

372 BUYER shall be responsible for prompt payment for all of BUYER's inspections and investigations.  
373 BUYER agrees to indemnify and hold SELLER harmless from all losses, damages, claims, suits, and  
374 costs which may arise out of any contract, agreement, or injury to any person or property as a result of  
375 any activities of BUYER and BUYER's agents and representatives relating to inspections and  
376 investigations except for any losses, damages, claims, suits, or costs arising out of pre-existing  
377 conditions of the Property or out of SELLER's negligence, willful acts or omissions.

378 SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately  
379 licensed persons within 10 days after entering into a written agreement for such with BUYER and receipt  
380 by SELLER of written notice of BUYER's loan approval, if applicable. SELLER shall notify BUYER in  
381 writing upon completion of all agreed upon repairs/replacements/treatments and provide BUYER with  
382 copies of all receipts for same at that time. BUYER may, within 3 days after receipt of SELLER's written  
383 notice and delivery of such receipts, reinspect the Property solely to verify that SELLER has completed  
384 the agreed upon repairs/replacements/treatments. No other repair/replacement/treatment issues may be  
385 raised as a result of this reinspection.

386 Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER has  
387 maintained the Property in the condition required in this Agreement.

388 (B) **Broker's Notice**: Neither the Listing Broker nor Selling Broker warrants the condition, size or square  
389 footage of the Property, and neither is liable to BUYER or SELLER in any manner whatsoever for any  
390 losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and  
391 hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs  
392 arising out of or occurring with respect to the condition, size or square footage of the Property. Brokers  
393 shall not be liable for the performance by any provider of services or products recommended by Brokers.  
394 Such **recommendations** are made as a courtesy. BUYER and SELLER may select their own providers  
395 of services or products.

396 (C) **BUYER's Responsibility**: Repairs, replacements and treatments to the Property after date of closing or  
397 BUYER's possession, whichever occurs first, will be BUYER's responsibility unless otherwise agreed in  
398 writing.

399 15. **POSSESSION:**

400  BUYER will be given possession at closing  
401  BUYER will be given possession within \_\_\_\_ days after closing at no rental cost to SELLER or as  
402 otherwise set forth in paragraph 17 hereof.  
403 If neither box is marked then BUYER will be given possession at closing.  
404 If possession is to be delivered before or after closing, the BUYER and SELLER shall execute a  
405 separate possession agreement prepared by legal counsel at possessor's expense at least 5 days before  
406 closing on terms reasonably acceptable to BUYER and SELLER.  
407 SELLER shall sweep the Property clean and remove all personal property not included in sale by time of  
408 BUYER's possession.  
409  SELLER represents that there are no parties in possession other than SELLER, or that any parties in  
410 possession other than Seller shall vacate the Property before the date of closing.  
411  BUYER understands that the Property is available for rent or rented and the tenant may continue in  
412 possession following closing unless otherwise agreed in writing between the landlord and tenant. Within 5  
413 days after date of acceptance of this Agreement, SELLER shall provide BUYER with a copy of all current  
414 leases and rent rolls for the Property and deliver to BUYER originals of same at closing. At closing, all  
415 tenant deposits will be transferred from SELLER to BUYER, and any leases shall be deemed to have been  
416 assigned by SELLER to BUYER. This Agreement shall be deemed an assignment of any leases upon  
417 closing, and the obligations thereunder assumed by BUYER.

418 16. **PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the  
419 date of the initial offer, are included in the Purchase Price: range/oven, cooktop, dishwasher, disposal,  
420 ceiling fans, intercom, audio/visual system wiring, solar panels, light fixtures and bulbs, smoke detector(s),  
421 bathroom mirrors, drapery hardware, all window treatments, garage door opener and controls, security gate  
422 and other access devices, mailbox and mailbox key, if applicable; fence, plants and shrubbery, as now  
423 installed on the Property, and those additional items checked below (to which no value has been assigned).

- |                                                     |                                             |                                             |                                                          |
|-----------------------------------------------------|---------------------------------------------|---------------------------------------------|----------------------------------------------------------|
| 424 <input type="checkbox"/> Refrigerator(s)        | <input type="checkbox"/> Microwave Oven     | <input type="checkbox"/> Pool fence/barrier | <input type="checkbox"/> Mounted/installed speakers      |
| 425 <input type="checkbox"/> Washer                 | <input type="checkbox"/> Window/wall a/c    | <input type="checkbox"/> Pool Sweep         | <input type="checkbox"/> Water softener/treatment system |
| 426 <input type="checkbox"/> Dryer                  | <input type="checkbox"/> Built-in Generator | <input type="checkbox"/> Above Ground Pool  | <input type="checkbox"/> Storm shutters and panels       |
| 427 <input type="checkbox"/> Gas logs               | <input type="checkbox"/> Wine cooler        | <input type="checkbox"/> Storage Shed       | <input type="checkbox"/> Spa or hot tub with heater      |
| 428 <input type="checkbox"/> Trash Compactor        |                                             |                                             |                                                          |
| 429 <input type="checkbox"/> Other (specify): _____ |                                             |                                             |                                                          |

430 \_\_\_\_\_  
431 \_\_\_\_\_

432 Items specifically excluded from this Agreement:

433 \_\_\_\_\_  
434 \_\_\_\_\_  
435 \_\_\_\_\_

436 17. **ADDENDA/RIDERS/DISCLOSURES:**

- 437 If marked the following are attached hereto and made a part of this Agreement:
- 438  Seller's Property Disclosure
  - 439  Condominium Rider
  - 440  Homeowners' Association/Community Disclosure Addendum
  - 441  Lead-Based Paint Disclosure For Residential Sales Addendum (for pre-1978 homes)
  - 442  Continued Marketing Addendum
  - 443  Coastal Construction Control Line Disclosure Addendum
  - 444  Short Sale Addendum
  - 445  USDA Financing Addendum
  - 446  For Your Protection: Get a Home Inspection (for FHA Financing)
  - 447  Counter Offer Addendum (To accept a counter offer, BUYER and SELLER must sign both this Agreement  
448 and the Counter Offer Addendum.)
  - 449  Other (Specify here) \_\_\_\_\_

450 **ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_  
451 \_\_\_\_\_  
452 \_\_\_\_\_  
453 \_\_\_\_\_



454 \_\_\_\_\_  
455 \_\_\_\_\_  
456 \_\_\_\_\_  
457 \_\_\_\_\_  
458 \_\_\_\_\_  
459 \_\_\_\_\_  
460 \_\_\_\_\_

461 18. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge  
462 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree  
463 that the terms of this Agreement constitute the entire agreement between them and that they have not  
464 received or relied on any representations by Brokers or any material regarding the Property including, but  
465 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements  
466 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.  
467 Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be  
468 bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be  
469 executed and/or transmitted by electronic media, including facsimile and email. Headings are for reference  
470 only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes  
471 invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement  
472 nor any memorandum hereof will be recorded in any public records. For emphasis, some provisions have  
473 been bolded and or capitalized, but every provision in this Agreement is significant and should be reviewed  
474 and understood. No provision should be ignored or disregarded because it is not in bold or otherwise  
475 emphasized in some manner.

476 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith with  
477 the other. Notice to the Broker for a party shall be deemed notice to that party. All assignable repair and treatment  
478 contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated herein.  
479 SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

480 19. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** As used in this Agreement, "days" means calendar  
481 days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday or  
482 federal holiday shall extend to the next day which is not a Saturday, Sunday or federal holiday. All  
483 references to a date other than the date of acceptance shall end at 7:00 p.m. Eastern Time (ET).

484 20. **BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any  
485 other agreements with real estate brokers other than those named below with regard to the Property.  
486 BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new  
487 owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees  
488 licensed to sell real property in the State of Florida.

489 21. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest  
490 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any  
491 interest earned as the cost associated with maintenance of said escrow.

492 22. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective Social  
493 Security or Tax I.D. number to closing attorney/settlement agent upon request.

494 23. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal  
495 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and  
496 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall  
497 not incur any costs, fees or liability as a result of or in connection with the exchange.

498 24. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain  
499 mortgage payoff letters (including from foreclosure attorneys) and homeowner's and condominium  
500 association status letters on behalf of SELLER.

501 25. **FIRPTA TAX WITHHOLDING:** If any SELLER is a "foreign person" as defined by the Foreign Investment in  
502 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to  
503 provide additional funds at closing. **SELLER agrees to disclose to the closing attorney/settlement**  
504 **agent at least 10 days before closing if any SELLER is not a U.S. citizen or resident alien.**

505 26. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED  
506 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING BY FAX AND  
507 ELECTRONICALLY) ON OR BEFORE \_\_\_\_:01  A.M.  P.M. \_\_\_\_\_ (DATE), THIS OFFER WILL  
508 TERMINATE. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE \_\_\_\_\_ HOURS  
509 (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS DELIVERED.

510 27. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this  
511 Agreement is last executed by BUYER and SELLER and a fully executed copy has been delivered to  
512 BUYER and SELLER.

513 **If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

514 **WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies,**  
515 **settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to**  
516 **the account of the criminal. The emails look legitimate but they are not. Buyer and Seller are advised**  
517 **not to wire any funds without personally speaking with the intended recipient of the wire to confirm**  
518 **the routing number and the account number. Buyer and Seller should not send personal information**  
519 **such as social security numbers, bank account numbers and credit card numbers except through**  
520 **secured email or personal delivery to the intended recipient.**

521 \_\_\_\_\_  
522 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

523 \_\_\_\_\_  
524 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

525 \_\_\_\_\_  
526 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

527 \_\_\_\_\_  
528 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

529  Mark if any SELLER is not a U.S. Citizen or resident alien.

530 Broker, by signature below, acknowledges receipt of \$ \_\_\_\_\_  cash  check as the  
531 binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending  
532 disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the  
533 terms of this Agreement.

534 \_\_\_\_\_  
535 Company \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

**END OF PURCHASE AND SALE AGREEMENT**

536 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph**  
537 **12 above.**

538 \_\_\_\_\_  
539 Firm Name of Selling Broker \_\_\_\_\_ Firm Name of Listing Broker \_\_\_\_\_

540 \_\_\_\_\_  
541 Broker's State License ID (BK Real Estate Number) \_\_\_\_\_ Broker's State License ID (BK Real Estate Number) \_\_\_\_\_

542 \_\_\_\_\_  
543 Phone for Selling Broker \_\_\_\_\_ Phone for Listing Broker \_\_\_\_\_

544 \_\_\_\_\_  
545 Selling Broker Office Address \_\_\_\_\_ Listing Broker Office Address \_\_\_\_\_

546 \_\_\_\_\_  
547 Selling Broker City, State, Zip Code \_\_\_\_\_ Listing Broker City, State, Zip Code \_\_\_\_\_

548 By: \_\_\_\_\_  
549 Authorized Licensee Signature \_\_\_\_\_ Authorized Licensee Signature \_\_\_\_\_

550 \_\_\_\_\_  
551 Printed Name of Licensee \_\_\_\_\_ Printed Name of Licensee \_\_\_\_\_

552 \_\_\_\_\_  
553 Email Address \_\_\_\_\_ Email Address \_\_\_\_\_

554 \_\_\_\_\_  
555 Phone for Selling Licensee \_\_\_\_\_ Phone for Listing Licensee \_\_\_\_\_

556 \_\_\_\_\_  
557 Licensee's State License ID \_\_\_\_\_ Licensee's State License ID \_\_\_\_\_  
558 (BK or SL Real Estate Number) \_\_\_\_\_ (BK or SL Real Estate Number) \_\_\_\_\_