

# Comprehensive Disclosure and Additional Terms Addendum



## Seller's Advisements

**1. INSPECTIONS:** As a condition of the purchase of your property, certain inspections may be required by the lender and/or contract. These inspections may include, but not be limited to: Appraisal, Building, Termite, Septic, Survey and Mold Inspections. Capital Hill Realty and its agents will not render a professional opinion as to any condition of the subject property. Capital Hill Realty strongly recommends to the Buyer, that in accordance with the inspection paragraph in the sale and purchase agreement (sales contract), that inspections be conducted by an appropriate licensed vendor.

**2. REPAIRS:** Repairs may be required as a condition of the purchase of your property. The purchaser may hire qualified professionals to determine the condition of your home, and to indicate repairs that may be required per paragraphs "D" and "N" of the contract for sale and purchase.

**3. SELLER DISCLOSURE:** In your best interest a "Property Disclosure Statement" is included as a part of your listing agreement. Please take the time to complete this form in detail, disclosing any material facts which might affect the sale of your property. Prospective purchasers have the right to request this information in advance of making an offer on your property.

**4. WARRANTY:** Seller(s) acknowledge they have been advised of the advantages of purchasing or providing a home warranty.

**5. TRANSACTION FEE:** Capital Hill Realty & Management charges a transaction & compliance fee of \$299 on each closed file. Government regulations require that your closed file be stored and maintained for seven years. This fee covers the cost of maintaining and warehousing your file along with other regulatory and compliance issues.

**6. ESCROW:** Monies placed in escrow will be deposited within 3 days of receipt and held in compliance with Chapter 475, Florida Statutes. Any requirement to return said monies will be met only when the depository account has been credited for the full amount of the check from the payer institution per bank regulations and deposit restrictions. The designated escrow agent will deposit the escrowed funds in a non-interest-bearing account with a financial institution chosen by the designated escrow agent.

**7. MEAGAN'S LAW:** The Buyer and the Seller are hereby made aware that sexual predators may or may not live in the approximate area of the subject property and it is the party's responsibility, not the real estate licensees, to perform any and all due diligence into the matter prior to entering into a sales contract. The Florida Department of Law Enforcement has the following website: [http://www3.fdle.state.fl.us/sexual\\_predators](http://www3.fdle.state.fl.us/sexual_predators) which may assist in the search. This is only one of many resources and neither party should rely on one source.

**8. BEYOND THE SCOPE OF SERVICES:** If the Buyer(s) and/ or Seller(s) request the Broker to perform any task which is beyond the scope of services regulated by Chapter 475,F, S, as amended, including referring, recommending or retaining a vender to perform any services on the behalf of either party, then, as consideration for Broker performing such task, the Buyer and Seller shall hold harmless and release Capital Hill Realty and its licensees from any and all liability for loss or damages, in connection with:

- a. The Broker’s performance of the task.
- b. The Broker’s referral, recommendation, or retention of any vendor.
- c. Services or products provided by any vendor.
- d. Expenses incurred by any vendor, unless Broker agrees in writing and for valuably consideration, to accept liability for the task.

Buyer(s) and Seller(s) assume full responsibility for selecting and compensating vendor.

**9. HOLD HARMLESS AND RELEASE OF LIABILITY:** All parties agree to hold harmless and release Capital Hill Realty from all liability for loss or damage based on Buyers or Sellers misstatement, misrepresentation or failure to perform contractual obligations and Capital Hill Realty’s performance at Buyers or Sellers request, of any task beyond the scope of services regulated by Chapter 475 of Florida Statutes as amended, including referrals, recommendation or retention of any vendor, products or services provided by any vendor and expenses incurred by any vendor. All parties assume full responsibility of selecting and compensating their respective vendors. This paragraph does not relieve Capital Hill Realty of any statutory obligations. This paragraph will survive expiration of Exclusive Buyer Brokerage Agreement, Exclusive Right to Sale Agreement, Sale and Purchase Contract and/or closing.

_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date