



# McCray Coastal Realty, LLC

## Disclosure for Purchase, Sale, or Lease of Real Property

The REALTOR/ASSOCIATE hereby provides this statement to you, as a consumer, some information with which to make an informed decision for the **purchase** or **sale** of real property in Florida. You may exercise any of these rights specified below by the inclusion of an appropriate clause and a purchase contract. **THIS FORM IS PROVIDED FOR YOUR INFORMATION, AND ITS ACCEPTANCE IN NO WAY OBLIGATES YOU UNTIL YOU HAVE EXECUTED THE CONTRACT.**

**LEGAL REQUIREMENT:** All contracts for real property are required to be in writing to be enforceable and to comply with the law. The contract will be a legally binding document. You have the right to have legal counsel review the contract and represent you.

**AGENCY:** As a prospective Purchaser or Seller, you should have been provided with an Agency Disclosure Form, which outlines and explains the various forms of Agency relationships available to you. In the absence of any agreement, Florida assumes that your Agent is working as a transaction broker.

**DISCLOSURE AND INSPECTIONS:** Florida law requires the Seller to disclose to any potential Purchaser any known latent defects that may not be readily visible. As a prospective Purchaser, you should exercise your right to order and arrange for all inspections of the property that you feel are necessary, including a mold and WDO inspection. It will be the purchaser's responsibility to pay for such inspections and get a copy to the owner within the time constraints contained in the contract. As a seller, you should provide a complete and accurate sales disclosure to the purchaser within the timeframe required by applicable law and/or the contract if you elect to provide one.

**MOLD:** Mold can be found both indoors and outdoors. The presence of mold may cause health problems or property damage. Should you desire a mold inspection or additional information about mold, contact a professional trained in this field. Purchaser acknowledges receipt of mold addendum as well.

**CLOSING COSTS:** Upon closing the sale of real property, you may be required to pay additional costs, including, but not limited to, costs associated with obtaining a mortgage, title insurance for the Owners' Coverage and/or Lenders' Coverage, closing fees, estoppel fees, abstract charges, escrow fees, documentary stamps, intangible tax, recording fees, survey charges, attorneys fees, and mailing, copy, digital storage or Courier fees if applicable.

**TRANSACTION FEES:** Transaction fees cover administrative costs, document handling, and other operational expenses of the brokerage who represents you in the transaction. It is a separate charge from the commission. The following fee/s applies.

- Sale:** Buyer's fee \$450 payable at closing
- Sale:** Seller's fee \$450 payable at closing
- Sale:** Buyer using Veterans Affairs Loan- No transaction fee
- Lease:** Tenant's Fee \$75 per single transaction paid at application
- Lease:** Landlord's fee \$75 per single transaction paid at application

(Agent check all that applies)

**CONDOMINIUM AND HOMEOWNERS' ASSOCIATIONS:** If you are buying a property that is governed by a condominium or homeowners' documents and association(s), be sure you understand the maintenance, lease, assessments, and/or application charge. The seller normally provides the application and the condominium documents. Homeowners are not required by law to provide documents if it is a Homeowner's Association, only if it is a Condominium Association. The three (3) day law concerning the right to cancel **ONLY** applies to Condominiums, not Townhomes. Some single-family home subdivisions also have associations that charge fees to the homeowner. This should be confirmed through the seller or his/her agent. **NO CONDOMINIUM OR TOWNHOUSE SALE IS FINAL UNTIL THE PURCHASER HAS BEEN APPROVED BY THE ASSOCIATION OR ITS REPRESENTATIVES, AND BUYERS ARE RESPONSIBLE FOR SEEKING THAT APPROVAL AND BRINGING AN ORIGINAL CERTIFICATE OF APPROVAL TO CLOSING.** The original certificate of approval is recorded with the deed.

**PROPERTY TAXES:** As a prospective purchaser, you should not rely on the seller's current property tax assessment as the amount of property tax you may be obligated to pay. A change of ownership or property improvements may trigger a reassessment of the property to market value that could result in higher property taxes. Florida law provides a cap on annual assessment increases on homestead properties equal to 3% or the annual increase in the Consumer Price Index (CPI), whichever is lower. However, this cap only applies after the reassessment of market value has been made. Contact the local property appraiser's office for information.

**I / We have read and received a copy of this notice.**

\_\_\_\_\_  
Purchaser 1 / Tenant 1 Name (Print)  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Purchaser 1 / Tenant 1 Acknowledgement of Receipt

\_\_\_\_\_  
Purchaser 2 / Tenant 2 Name (Print)  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Purchaser 2 / Tenant 2 Acknowledgement of Receipt

\_\_\_\_\_  
Seller 1 / Landlord Name (Print)  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Seller 1 / Landlord Acknowledgement of Receipt

\_\_\_\_\_  
Seller 2 / Landlord 2 Name (Print)  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Seller 2 / Landlord 2 Acknowledgement of Receipt

Agent Name (Print): \_\_\_\_\_



# Exclusive Buyer Brokerage Agreement

1. **PARTIES:** \_\_\_\_\_ ("Buyer") grants  
\_\_\_\_\_ ("Broker")

*Real Estate Broker* / *Office*

the exclusive right to work with and assist **Buyer** in locating and negotiating the acquisition of suitable real property as described below. The term "acquire" or "acquisition" includes any purchase, option, exchange, lease or other acquisition of an ownership or equity interest in real property.

2. **TERM:** This Agreement will begin on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and will terminate at 11:59 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Termination Date"). However, if **Buyer** enters into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise terminated.

3. **PROPERTY:** **Buyer** is interested in acquiring real property as follows or as otherwise acceptable to **Buyer** ("Property"):

(a) **Type of property:** \_\_\_\_\_

(b) **Location:** \_\_\_\_\_

(c) **Price range:** \$ \_\_\_\_\_ to \$ \_\_\_\_\_

**Buyer** has been  **pre-qualified**  pre-approved by \_\_\_\_\_  
for (amount and terms, if any) \_\_\_\_\_

(d) **Preferred terms and conditions:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 4. **BROKER'S OBLIGATIONS:**

(a) **Broker Assistance.** **Broker** will

- \* use **Broker's** professional knowledge and skills;
- \* assist **Buyer** in determining **Buyer's** financial capability and financing options;
- \* discuss property requirements and assist **Buyer** in locating and viewing suitable properties;
- \* assist **Buyer** to contract for property, monitor deadlines and close any resulting transaction;
- \* cooperate with real estate licensees working with the seller, if any, to affect a transaction. **Buyer** understands that even if **Broker** is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise **Broker's** duties to **Buyer**.

(b) **Other Buyers.** **Buyer** understands that **Broker** may work with other prospective buyers who want to acquire the same property as **Buyer**. If **Broker** submits offers by competing buyers, **Broker** will notify **Buyer** that a competing offer has been made, but will not disclose any of the offer's material terms or conditions. **Buyer** agrees that **Broker** may make competing buyers aware of the existence of any offer **Buyer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer's** prior written consent.

(c) **Fair Housing.** **Broker** adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(d) **Service Providers.** **Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Buyer's** request, refers or recommends to **Buyer** in connection with property acquisition.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

5. **BUYER'S OBLIGATIONS:** Buyer agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:
- (a) Conducting all negotiations and efforts to locate suitable property only through **Broker** and referring to **Broker** all inquiries of any kind from real estate licensees, property owners or any other source. If **Buyer** contacts or is contacted by a seller or a real estate licensee who is working with a seller or views a property unaccompanied by **Broker**, **Buyer**, will, at first opportunity, advise the seller or real estate licensee that **Buyer** is working with and represented exclusively by **Broker**.
  - (b) Providing **Broker** with accurate personal and financial information requested by **Broker** in connection with ensuring **Buyer's** ability to acquire property. **Buyer** authorizes **Broker** to run a credit check to verify **Buyer's** credit information.
  - (c) Being available to meet with **Broker** at reasonable times for consultations and to view properties.
  - (d) Indemnifying and holding **Broker** harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that **Broker** incurs because of acting on **Buyer's** behalf.
  - (e) Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
  - (f) Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.
6. **RETAINER:** Upon final execution of this Agreement, **Buyer** will pay to **Broker** a non-refundable retainer fee of \$\_\_\_\_\_ for **Broker's** services ("Retainer"). This fee is not refundable and  will  will not be credited to **Buyer** if compensation is earned by **Broker** as specified in this Agreement.
7. **COMPENSATION:** **Broker's** compensation is earned when, during the term of this Agreement or any renewal or extension, **Buyer** or any person acting for or on behalf of **Buyer** contracts to acquire real property as specified in this Agreement. **Buyer** will be responsible for paying **Broker** the amount specified below plus any applicable taxes but will be credited with any amount which **Broker** receives from a seller or a real estate licensee who is working with a seller.
- (a) **Purchase or exchange:** \$\_\_\_\_\_ or \_\_\_\_\_% (select only one); or \$\_\_\_\_\_ or \_\_\_\_\_% plus \$\_\_\_\_\_ (select only one) of the total purchase price or other consideration for the acquired property, to be paid at closing.
  - (b) **Lease:** \$\_\_\_\_\_ or \_\_\_\_\_% (select only one); or \$\_\_\_\_\_ or \_\_\_\_\_% plus \$\_\_\_\_\_ (select only one) of the gross lease value, to be paid when **Buyer** enters into the lease. If **Buyer** enters into a lease-purchase agreement, the amount of the leasing fee which **Broker** receives will be credited toward the amount due **Broker** for the purchase.
  - (c) **Option:** **Broker** will be paid \$\_\_\_\_\_ or \_\_\_\_\_% of the option amount (select only one), to be paid when **Buyer** enters into the option agreement. If **Buyer** enters into a lease with option to purchase, **Broker** will be compensated for both the lease and the option. If **Buyer** subsequently exercises the option, the amounts received by **Broker** for the lease and option will be credited toward the amount due **Broker** for the purchase.
  - (d) **Other:** **Broker** will be compensated for all other types of acquisitions as if such acquisition were a purchase or exchange.
  - (e) **Buyer Default:** **Buyer** will pay **Broker's** compensation immediately upon **Buyer's** default on any contract to acquire property.
8. **PROTECTION PERIOD:** **Buyer** will pay **Broker's** compensation if, within\_\_\_\_\_ days after Termination Date, **Buyer** contracts to acquire any property which was called to **Buyer's** attention by **Broker** or any other person or found by **Buyer** during the term of this Agreement. **Buyer's** obligation to pay **Broker's** fee ceases upon **Buyer** entering into a good faith exclusive buyer brokerage agreement with another broker after Termination Date.
9. **EARLY TERMINATION:** **Buyer** may terminate this Agreement at any time by written notice to **Broker** but will remain responsible for paying **Broker's** compensation if, from the early termination date to Termination Date plus Protection Period, if applicable, **Buyer** contracts to acquire any property which, prior to the early termination date, was found by **Buyer** or called to **Buyer's** attention by **Broker** or any other person. **Broker** may terminate this Agreement at any time by written notice to **Buyer**, in which event **Buyer** will be released from all further obligations under this Agreement.
10. **DISPUTE RESOLUTION:** Any unresolvable dispute between **Buyer** and **Broker** will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.
11. **ASSIGNMENT; PERSONS BOUND:** **Broker** may assign this Agreement to another broker. This Agreement will bind and inure to **Broker's** and **Buyer's** heirs, personal representatives, successors and assigns.

Buyer (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

12. **BROKERAGE RELATIONSHIP:**

**SINGLE AGENT NOTICE**

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.**

As a single agent, \_\_\_\_\_ and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full Disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of the residential real property and are not readily observable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

13. **SPECIAL CLAUSES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **ACKNOWLEDGMENT; MODIFICATIONS:** Buyer has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID No: \_\_\_\_\_

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

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID No: \_\_\_\_\_

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

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ Real Estate Associate: \_\_\_\_\_

Date: \_\_\_\_\_ Real Estate Broker: \_\_\_\_\_

The Florida Association of REALTORS and local Board/Association of REALTORS specific transaction. This form is available for use by the entire real estate industry and is not intended to identify the user as a make no representation as to the legal validity or adequacy of any provision of this form in any REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.