

Seller Comprehensive Disclosure and Acknowledgment

SELLER (S):

PROPERTY ADDRESS:

1. **EQUAL HOUSING OPPORTUNITY.** Berkshire Hathaway HomeServices Florida Realty, its sales associates and employees (collectively, "Broker") are committed to providing equal and fair housing opportunities to all persons regardless of race, color, religion, national origin, ancestry, gender, age familial status, disability or any other protected status. Broker's policy is to comply with the letter and spirit of all fair housing and anti-discrimination laws and regulations.

2. **LEGAL REQUIREMENT AND TAX ADVICE.** All contracts for the sale of real property are required to be in writing and signed by all parties to be enforceable. Broker recommends that you consult with an attorney or tax advisor if you require legal or tax advice prior to entering into this or any other contract.

3. **BROKERAGE RELATIONSHIP.** You acknowledge that Broker and its representatives are representing you in a statutory Transaction Brokerage relationship as set forth in Section 475.01 and 475.278, Florida Statutes. You agree to pay Berkshire Hathaway HomeServices Florida Realty an Additional Brokerage Fee of \$395.00 at closing.

4. **ESCROW.** Monies placed in escrow with Berkshire Hathaway HomeServices Florida Realty will be held in compliance with Chapter 475 Florida Statutes. You agree that Berkshire Hathaway HomeServices Florida Realty, if acting as escrow agent, may deposit the escrowed funds in a non-interest bearing account with a financial institution chosen by Berkshire Hathaway HomeServices Florida Realty, and that the financial institution, Berkshire Hathaway HomeServices Florida Realty or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.

5. **THIRD PARTY VENDORS.** As a courtesy, Broker may provide you with one or more names of service providers including, but not limited to home inspectors, engineers, contractors, repairpersons, moving companies, currency exchange companies, home warranty companies, concierge services, or attorneys that other consumers have used or of whom we are aware. Our doing so shall not in any way be construed to be a recommendation or endorsement of, nor is Broker warranting the work of any such providers. The final choice of any service provider rests solely with you, whether the name appears on any list or not. You agree to release, hold harmless and indemnify Broker from all claims or losses that in any way arise out of, or related to, the selection or use of any such service provider. Broker may recommend the services of the following vendors, from whom Broker may or may not derive a direct or indirect benefit in connection with the selection of their services. You are not required to use any of these businesses as a condition for selling this property.

6. **GOVERNING LAW, VENUE, LIMITATION OF LIABILITY, AND WAIVER.** In the event of any dispute arising out of or in any way relating to the sale of your property or the relationship between you and your Broker, it is agreed that (1) Florida law shall govern, (ii) venue shall be exclusively in the Florida state courts in the County where the registered agent for Broker is located (iii) any claim by you for damages of any nature (including claims for negligence) shall not exceed the amount of the commission that Broker was paid, or would have been paid, in connection with the transaction, and (iv) **BROKER AND YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY CLAIM FOR PUNITIVE DAMAGES AND ANY RIGHT TO A JURY TRIAL IN ANY LITIGATION.**

7. **SELLER'S PROPERTY DISCLOSURE.** Seller is advised that Seller's failure to complete and deliver a written disclosure form may be adverse to Seller's interests by potentially exposing Seller to increased risk of liability.

8. **SAVINGS CLAUSE.** If any provision herein is deemed invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

9. **ADDITIONAL DISCLOSURES.** Seller hereby acknowledges receipt and review of the following disclosures as applicable: Privacy Policy Notice, Affiliated Business Arrangement Disclosure Statement, Anti-Fraud Disclosure to Consumers Statement, and Cyberfraud Warning Form.

The undersigned agree to the foregoing as a condition of Broker's transaction representation.

Seller Date

Seller Date

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Seller Date

(BHHSFRCAS_v4.3/1/18)