

Property Address: _____



Effective Date: _____ Expiration Date: _____

Lock Box: _____ Sign: _____

Citizen of: _____

Seller Name: _____ Price: _____

Legal Description: _____

Special Terms and/or Personal Property Included: _____

RESIDENTIAL LISTING TERMS

EXCLUSIVE LISTING: Seller hereby grants to **BROKER** the EXCLUSIVE RIGHT TO SELL the real and personal property described above for the listing period as indicated and to procure a prospect ready, willing and able to enter into a transaction with Seller on Seller's property in accordance with the terms and conditions as set forth herein, or upon lesser price, terms and conditions acceptable to Seller. The term "Transaction" includes the sale, lease, option (at the time of exercise thereof), or exchange of the Seller's property.

BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to procure a Transaction on Seller's property during the listing period. Seller authorizes Broker to:

1. Advertise the Property as **Broker** deems advisable, including advertising the Property on the Internet.
2. Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs.
3. Place the Property in a multiple listing service ("MLS"). **Seller** authorizes **Broker** to report to the MLS this listing information and price, terms and financing information on any resulting sale for use by authorized Board / Association members, MLS participants and subscribers.
4. Provide objective comparative market analysis information to potential buyers.
5. Use a lock box system to show and access the Property if approved above. A lock box does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and releases **Broker**, persons working through **Broker** and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any loss that occurs.
6. Withhold verbal offers.

VIRTUAL OFFICE WEBSITES: Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website may gain access to such automated valuations or comments and review about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

Seller does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this property.

Seller does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or review) in immediate conjunction with the listing of this Property.

SELLER OBLIGATIONS: In consideration of **Broker's** obligations, **Seller** agrees to:

1. Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
2. Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.



Seller(s) Initials _____

3. Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.
4. Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation. This clause will survive **Broker's** performance and the transfer of title.
5. Hold **Broker** harmless from stolen personal possessions in the property. It is the Seller's sole obligation to secure all valuables at all times.
6. To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
7. Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.), including any pending liens and/or lawsuits. **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.
8. Consult appropriate professionals for related legal, tax property condition, environmental, foreign reporting requirements and other specialized advice.
9. **Seller agrees that the property shall be offered without respect to race, color, creed, sex, familial status, national origin, handicap, or any other illegal discrimination.**

BROKERAGE FEE: Seller agrees to pay **Broker** for **Broker's** service, the fee set forth in the following:

- A. If a prospect is procured for the Transaction by anyone, including **Seller**, another **Broker**, or member of the MLS during the listing.
- B. If a Transaction is entered into or consummated regarding **Seller's** Property within the subsequent 180 day protection period set forth herein, to any prospect whom the **Seller**, **Broker**, subagent, other member of the MLS, or any other person has presented the property prior to the final termination of this listing, provided the **Seller** has been sent notice of the name of prospect before or upon the final termination of this listing. This Provision (B) shall not apply if an exclusive written listing agreement is entered into during the term of the **Broker's** protection period with another licensed real estate broker and a Transaction is entered into with a prior prospect during the protection period.

BROKERAGE FEE PAYMENT: Seller(s) jointly and severally agree to pay **Broker** a fee of 6% (minimum fee is \$2000) of the Sales Price for the Property. **Broker's** fees are earned when the **Broker's** service is performed and are payable on or before settlement. In the event a Transaction is entered into and the prospect fails or refuses to consummate the Transaction through no fault of the **Seller**, and the **Seller** elects to retain the earnest money deposit, as full satisfaction of the default of the prospect, then the parties agree that the **Broker** shall be entitled to one half thereof, but not exceeding the fee otherwise due, in full satisfaction for **Broker's** Services pertaining to the **Seller's** obligation in this Transaction. If the Transaction shall not be entered into or consummated because of the failure or refusal of the **Seller** to perform, in accordance with these listing terms or the terms of the Transaction a applicable the full brokerage fee shall be immediately due and payable to the **Broker** upon demand. Should the **Broker** be required to institute legal proceedings to obtain payment of its brokerage fee, then the prevailing party in such proceeding shall be entitled to recover its reasonable attorney's fees and costs incurred, including reasonable attorney's fees and cost on appeal, if any. The Biltmore Group Inc. agrees to cooperate with other real estate agents that hold an active Florida license. These agents may act as Transaction Brokers or Buyer Agents. If acting as Buyer Agents they are to disclose that relationship. The Biltmore Group agents will always act as a Transaction Broker, and never represent a buyer in a Buyer Agent capacity.

AUTOMATIC EXTENSION: Seller hereby agrees upon execution of Purchase Agreement, to extend the expiration date of this listing 30 days beyond the expected closing date, as stated on the "Contract for Sale".

PROTECTION PERIOD: In the event any prospect exposed to the property by any means, during the listing period, purchases the said property within 90 days of the expiration or withdrawal of this listing, the full Brokerage fee shall be due an payable at or before settlement.

100% SATISFACTION GUARANTEE: We guarantee that if you aren't completely satisfied with our services, you have the right to cancel our listing agreement by simply picking up the phone and calling us, except during active negotiations and pending contracts. Our company never settles for anything less than the highest professional standards and we believe that home sellers should have the power to fire their agent if they are unhappy. It's just that easy! No hassles, no problems.

TITLE TO PROPERTY: Seller(s) represents that the title and right to possession of the property is free of



Seller(s) Initials _____

encumbrances and defects which cannot be removed prior to settlement and will provide title insurance as may be required to consummate that Transaction concerning the property and will execute and deliver all Transaction documents in a timely fashion.

ESCALATION CLAUSES IN OFFERS: Some real estate brokerages allow their agents to submit offers with a clause known as an "Escalation Clause". Please See Attachment. The Biltmore Group does not feel this clause benefits the Seller and recommends the Seller not accept the clause within the offer, only the offer price. Any selling agent submitting an offer with this clause included will be notified in writing that only the Purchase Price offered will be considered.

Seller does not authorize acceptance of an Escalation Clause in an offer and directs The Biltmore Group to notify the Buyer in writing that only the offer price will be considered.

PERSONAL PROPERTY CONVEYS: Seller acknowledges and understands that certain Personal Property will convey to the Buyer at the time of closing unless otherwise excluded in the Sales and Purchase Contract. Unless excluded, the following items will convey: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware.

DISCLOSURE: Seller specifically acknowledges and understands that where Seller knows of facts materially affecting the value or desirability of the property, whether said facts are readily observable or not readily observable, the Seller is under a duty to disclose said facts to the Buyer and to the Broker. If Seller knows of any such facts, he shall set them forth in writing in a document presented to Broker at the time of execution of this contract by Seller, which document shall be attached to this Exclusive Right of Sale Contract. Seller has fully reviewed this contract and the information relative to said property (as shown in the listing information in this document and/or the attached listing information sheet) and the Seller warrants, to the best of his knowledge, the accuracy of said information. Seller agrees to indemnify and hold harmless the Broker and those relying thereon for any misinformation that may adversely affect the property. Seller will immediately notify the Broker, in writing, of any information that comes to the attention of the Seller(s) after the execution of this agreement.

LISTING AGREEMENT: Pursuant to section 475.42 (1)FS, Seller and Buyer hereby grant Broker the right to place a lien on the property to ensure payment of services rendered.

ACKNOWLEDGMENT: Seller and Broker agree that this Listing Agreement constitutes the entire listing agreement between them and may only be modified, extended or cancelled by written agreement between them. Included in this listing agreement is a written MLS Property Data Sheet and a Seller signed Seller Property Disclosure attached hereto. Seller hereby represents all statements contained within these documents to be true and accurate to the best of his/her knowledge and belief, and agrees to indemnify and hold Broker, broker's agents and any cooperating Brokers harmless from any liability in connection therewith.

Seller(s) Signature

Date: _____

Seller(s) Signature

Date: _____

ACCEPTED BY BROKER

Date: _____

Sales Associate

Date: _____

ESCALATION CLAUSES EXPLAINED

An Escalation Clause is wording in an offer that states the potential buyer is willing to go above a certain amount. For example, a buyer may agree to pay \$1,000 more than the next highest offer received by a seller.

An Escalation Clause is basically designed to strengthen a buyer's offer in a multiple offer situation. In theory, it is fairly simple. The buyer offers a certain price for the property, but if the seller receives another offer that is higher, this buyer is willing to increase their offer up to a point. Escalation Clauses are a tactic used by some buyers to make their offer more appealing and ensure the seller will choose their offer.

It might sound like a good idea for a buyer trying to win in a bidding war and an even better idea for the seller looking for the highest sales price. Sellers welcome buyers willing to pay more than anyone else. So why do many Realtor Associations discourage the use of Escalation Clauses? Why are they frowned upon by so many real estate industry leaders?

Sellers should realize that until the contract is finalized and executed, a buyer's offer with an Escalation Clause is really just the buyer requesting a free right-of-first refusal. This is why most savvy home sellers will not accept an offer with an Escalation Clause and will only consider an offer with an exact dollar amount and clear terms.

If the offer includes a financing contingency, the purchase price may still be subject to an appraisal.

Proof of another offer becomes tricky. The buyer with an Escalation Clause offer doesn't really know if the next highest offer is legitimate. Are they really competing against another bona fide offer and not just a phony offer solicited by the seller to raise the price for their property? It could be impossible for the buyer to verify that another offer is sincere or genuine and not just a friend or relative of the seller. The buyer basically has no assurances and is stuck outbidding something they can't confirm.

There are also several legal issues surrounding Escalation Clauses. In fact, those gray legal areas have caused many Realtor boards around the country to ban the use of Escalation Clauses. Some of the gray legal areas surrounding Escalation Clauses include privacy issues, illegal practice of law, and ethical issues. The risk for a buyer using an Escalation Clause is that they may want proof that other offers exist that are higher than their original offer and therefore activating the Escalation Clause; however, the privacy and legal issues surrounding a buyer knowing the specifics of other buyers' offers is an area of concern. Accordingly, most sellers choose not accept an Escalation Clause.

Seller does not authorize acceptance of an Escalation Clause in an offer and directs The Biltmore Group to notify the Buyer in writing that only the offer price will be considered.

Seller(s) Signature

Date: _____

Seller(s) Signature

Date: _____

LISTING INFORMATION

Listing Contract Date	List Price*	Expiration Date*	Special Sale Provision*
Listing Type*	Listing Service Type*	Representation	Auction Bank-Owned/REO Short Sale None
Exclusive Agency Exclusive Right with Exception	Exclusive Right to Sell Exclusion/Variable Commission	Full Service Limited Service	Seller Represented Seller Not Represented

ADDRESS

Street Number*	Street Dir Pre	Street Name*	Street Type	Street Dir Post
Unit Number	No Unit #	City*	State*	Zip*
				Zip + 4
County*			Country*	

Floors in Unit/Home*	Floor Number	Total # of Floors	Building Name/Number	Building Elevator
Multi/Split One				Yes No
Two Three or More				

SOUTHWEST

SW Subdv Condo Number	SW Subdv Community Name
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SCHOOLS

Elementary School

Middle School

High School

AUCTION

Auction Type	Auction Property Access	Buyer's Premium
Absolute Reserve	Yes No	

Auction Firm/Auction Website

POOL

Private Pool*	Pool Dimensions	Spa
Yes No		Yes No

Pool Features

Above Ground	Auto Cleaner	Child Safety Fence	Chlorine Free
Deck	Diving Board	Fiber Optic Lighting	Fiberglass
Gunite/Concrete	Heated	In Ground	Indoor
Infinity	Lap Pool	Lighting	Other
Outside Bath Access	Pool Alarm	Pool Sweep	Salt Water
Screen enclosure	Self Cleaning	Solar Cover	Solar Heat
Solar Power Pump	Tile	Vinyl	

Spa Features

Above Ground
Heated
In Ground
Other
Swim Spa

EXTERIOR INFORMATION

Property Style*

1/2 Duplex	Condo - Hotel	Condominium	Dock-Rackominium	Farm	Garage Condo
Manufactured Home	Mobile Home	Single Family Residence	Townhouse	Villa	

Front Exposure*

East	North
Northeast	Northwest
South	Southeast
Southwest	West

Property Description

Corner Unit	Studio/Efficiency	Elevated	End Unit	High Rise
In MH Community	Mid Rise	Modular	Out of MH Community	Penthouse
Stilt Home	Walk-Up			

Property Attached

Yes No

Farm Type

Aquaculture	Cattle	Chicken	Citrus	Crops
Hogs	Horse	Livestock	Nursery	Other
Sod	Timber			

New Construction*

Yes No

Property Condition

Completed Fixer Pre-Construction Under-Construction

Permit Number

Builder Name

Builder License #

Builder Model

Proj. Completion Date

MH Make

MH Model

MH Width

Double Wide Single Wide Triple Wide

View

City	Garden	Golf Course	Greenbelt	Mountain(s)
Park	Pool	Tennis Court	Trees/Woods	Water

Lot Features

Cleared	Coastal Construction Control Line	Conservation Area	Corner Lot	Cul-De-Sac
Drainage Canal	Flag Lot	Flood Insurance Required	Flood Zone	Greenbelt
Highway	Hilly	Historic District	In City Limits	In County
Irregular Lot	Key Lot	Level/Flat	Mountainous	Near Golf Course
Near Marina	Near Public Transit	On Golf Course	Oversized Lot	Pasture/Agriculture
Sidewalks	Street Brick	Street Dead-End	Street One Way	Street Paved
Street Private	Street Unpaved	Tip Lot	Unincorporated	Zoned For Horses

Other Structures

Additional Single Family Home	Barn(s)	Boathouse	Cabana	Corral(s)
Finished RV Port	Gazebo	Greenhouse	Guest House	Kennel/Dog Run
Other	Outdoor Kitchen	Outhouse	Shed(s)	Storage
Tennis Court(s)	Workshop			

Barn Features

Barn Apartment	Barn Office	Bathroom	Block	Center Aisle
Equipment	Feed Room	Fly Spray System	Frame	Hay
Horse Barn	Hot Water	None	Other	Pole Barn
Shed-Row	Tack Room	Washrack		

Horse Amenities

3/8 to 1/2 Mile Track	5/8+ Mile Track	Arena	Equine Pool	Eurocizer
Gallop Track	Horse Track	None	Other	Race Track
Riding Ring	Round Pen	Stables	Starting Gate	Track Access
Track Irrigation System	Turf Track			

Other Equipment

Compressor	Feeding Stations	Fuel Tank(s)
Generator	Intercom	Irrigation Equipment
Livestock Equipment	Loading Pens	Satellite Dish

of Paddocks/Pastures

of Stalls

EXTERIOR INFORMATION

Architectural Style

Bungalow	Cape Cod	Colonial	Contemporary	Courtyard	Craftsman
Custom	Dutch Provincial	Elevated	Florida	French Provincial	Historical
Key West	Mid-Century Modern	Other	Patio	Ranch	Spanish/Mediterranean
Traditional	Tudor	Victorian			

Vegetation

Bamboo	Fruit Trees	Mature Landscaping	Oak Trees	Trees/Landscaped	Wooded
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Patio and Porch Features

Covered	Deck	Enclosed	Front Porch	None
Other	Patio	Porch	Rear Porch	Screened
Side Porch	Wrap Around			

Foundation*

Basement	Crawlspace	Slab	Stem Wall	Stilt/On Piling
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Exterior Construction*

Asbestos	Block	Brick	Cement Siding	Concrete
ICFs (Insulated Concrete Forms)	Log	Metal Frame	Metal Siding	Other
SIP (Structurally Insulated Panel)	Stone	Stucco	Tilt Up Walls	Vinyl Siding
Wood Frame	Wood Frame (FSC)	Wood Siding		

Roof*

Built Up	Concrete	Membrane	Metal	Other
Roof Over	Shake	Shingle	Slate	Tile

Exterior Features*

Awning(s)	Balcony	Dog Run	Fenced	French Doors
Gray Water System	Hurricane Shutters	Irrigation System	Lighting	Other
Outdoor Grill	Outdoor Kitchen	Outdoor Shower	Rain Barrel/Cistern(s)	Rain Gutters
Sauna	Shade Shutter(s)	Sidewalk	Sliding Doors	Sprinkler Metered
Storage	Tennis Court(s)			

Fencing

Barbed	Board	Chain Link	Cross Fenced	Electric
Masonry/Brick	Other	Stone	Vinyl	Wire
Wood				

Road Surface Type*

Asphalt	Brick	Chip And Seal	Concrete	Dirt
Gravel	Limerock	Other	Paved	Unimproved

Road Responsibility

Deeded Easement	Private Maintained Road	Public Maintained Road	Road Maintenance Agreement
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Garage*

Carport*

Attached Garage

Garage Spaces

Carport Spaces

Garage Dimensions

Yes No Yes No Yes No

Garage/Parking Features

Alley Access	Assigned Parking	Bath in Garage	Boat Parking	Circular Drive
Common	Converted Garage	Covered Parking	Curb Parking	Driveway
Electric Vehicle Charging Station(s)	Garage Door Opener	Garage Faces Rear	Garage Faces Side	Golf Cart Garage
Golf Cart Parking	Ground Level	Guest Parking	None	Off Street Parking
On Street Parking	Open Parking	Other	Oversized	Parking Pad
Portico	Reserved	RV Carport	RV Garage	Split Garage
Tandem Parking	Under Building	Underground	Valet	Workshop in Garage

LEGAL

Tax ID (Parcel Number)*

Tax Year*

Taxes (Annual Amount)*

Additional Parcels*

Total Number of Parcels

Additional Tax IDs (Seperate additional Tax IDs with a comma)

Yes No

Year Built*

Zoning*

Zoning Compatible

Yes No

Legal Description (1000 character limit)*

Section*

Township*

Range*

Plat Book/Page*

Block/Parcel*

Lot #*

Alt Key/Folio

Legal Subdivision Name*

Subdivision #

Subdivision Section #

Complex/Community Name/NCCB

Census Tract

Census Block

LOT INFORMATION

Condo Land Included

Yes No

Flood Zone Code*

Flood Zone Date

Flood Zone Panel

Total Acreage*

0 to less than 1/4

1/4 to less than 1/2

1/2 to less than 1

1 to less than 2

2 to less than 5

5 to less than 10

10 to less than 20

20 to less than 50

50 to less than 100

100 to less than 200

200 to less than 500

500+ Acres

Non-Applicable

Lot Dimensions

Lot Size Square Footage*

Lot Size Acres*

PARCEL

Homestead*

Yes No

AG Exemption

Yes No

Other Exemptions

Yes No

CDD*

Yes No

Annual CDD Fee

Future Land Use

Planned Unit Development

Yes No

Land Lease*

Yes No

Land Lease Fee

INTERIOR INFORMATION

Beds*	Full Baths*	Half Baths*	SqFt Heated*	SqFt Total	Fireplace*
					Yes No

Fireplace Description

Decorative	Electric
Family Room	Free Standing
Gas	Living Room
Master Bedroom	Non-Wood Burning
Other Room	Wood Burning

SqFt Heated Source*

Appraisal
Measured
Public Records

Builder
Owner Provided

SqFt Total Source

Appraisal
Measured
Public Records

Builder
Owner provided

Furnishings

Furnished	Optional	Partial	Turnkey	Unfurnished
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Additional Rooms

Attic	Bonus Room	Breakfast Room Separate	Den/Library/Office	Family room
Florida Room	Formal Dining Room Separate	Formal Living Room Separate	Great Room	Inside Utility
Interior In-Law Suite	Loft	Media room	Storage Rooms	

Appliances Included*

Bar Fridge	Built-In Oven	Convection Oven	Cooktop	Dishwasher
Disposal	Dryer	Electric Water Heater	Exhaust Fan	Freezer
Gas Water Heater	Ice Maker	Indoor Grill	Kitchen Reverse Osmosis System	Microwave
None	Other	Range	Range Hood	Refrigerator
Solar Hot Water	Solar Hot Water Owned	Solar Hot Water Rented	Tankless Water Heater	Trash Compactor
Washer	Water Filtration System	Water Purifier	Water Softener	Whole House R.O. System
Wine Refrigerator				

Interior Features*

Attic Fan	Attic Ventilator	Built-In Features	Cathedral Ceiling(s)	Ceiling Fan(s)
Central Vacuum	Coffered Ceiling(s)	Crown Molding	Dry Bar	Dumbwaiter
Eating Space in Kitchen	Elevator	High Ceiling(s)	In Wall Pest System	Kitchen/Family Room Combo
L Dining	Living Room/Dining Room Combo	Master Bedroom Main Floor	Master Bedroom Upstairs	None
Open Floorplan	Other	Pest Guard System	Sauna	Skylight(s)
Solid Surface Counters	Solid Wood Cabinets	Split Bedroom	Stone Counters	Thermostat
Thermostat Attic Fan	Tray Ceiling(s)	Vaulted Ceiling(s)	Walk-In Closet(s)	Wet Bar
Window Treatments				

Accessibility Features

Accessible Approach	Accessible Bedroom	Accessible Living Area	Accessible Closets	Accessible Common Room
Accessible Doors	Accessible Elec. and Envir. Controls	Accessible Elevator Installed	Accessible Entrance	Accessible for Hearing-Impairment
Accessible Full Bath	Accessible Guest Bathroom	Accessible Hallway(s)	Accessible Kitchen	Accessible Kitchen Appliances
Accessible Stairway	Accessible Washer/Dryer	Ceiling Track for Chair Lift	Central Living Area	Customized Wheelchair Accessible
Exterior Wheelchair Lift	Grip-Accessible Features	Handicap Modified	Stair Lift	

Laundry Features

Corridor Access	Inside	In Garage	In Kitchen	Laundry Chute
Laundry Closet	Laundry Room	None	Other	Outside
Upper Floor				

Window Features

Blinds	Drapes	ENERGY STAR Qualified Windows	Insulated Windows	Low Emissivity Windows
Rods	Shades	Shutters	Solar Screens	Thermal Windows
Window Treatments				

Interior Information

Floor Covering*

Bamboo	Brick/Stone	Carpet	Ceramic Tile	Concrete
Cork	Engineered Hardwood	Epoxy	Forestry Stewardship Certified	Granite
Laminate	Linoleum	Marble	Other	Parquet
Porcelain Tile	Quarry Tile	Reclaimed Wood	Recycled/Composite Flooring	Slate
Terrazzo	Tile	Travertine	Vinyl	Wood

Security Features

Closed Circuit Camera(s)	Fire Alarm	Fire Sprinkler System	Gated Community	Key Card Entry
Medical Alarm	Security Fencing/Lighting/Alarms	Secured Garage/Parking	Security Gate	Security Lights
Security System	Security System Leased	Security System Owned	Smoke Detector(s)	

Utilities*

BB/HS Internet Available	Cable Available	Cable Connected	Electricity Available	Electricity Connected
Fiber Optics	Fire Hydrant	Mini Sewer	Natural Gas Available	Natural Gas Connected
Other	Phone Available	Private	Propane	Public
Sewer Available	Sewer Connected	Solar	Sprinkler Meter	Sprinkler Recycled
Sprinkler Well	Street Lights	Underground Utilities	Water Available	Water Connected

Water*

Canal/Lake for Irrigation	None	Private	Public	Well
Well Required				

Sewer*

Aerobic Septic	None	Other	Private Sewer	Public Sewer
Septic Needed	Septic Tank			

of Wells

of Septics

Heating and Fuel*

Baseboard	Central	Electric	Exhaust Fans	Heat Pump
Heat Recovery Unit	Natural Gas	None	Oil	Other
Partial	Propane	Radiant Ceiling	Reverse Cycle	Solar
Space Heater	Wall Furnace	Wall/Window Unit(s)	Zoned	

Air Conditioning*

Central Air	Humidity Control	Mini-Split Unit(s)	None	Other
Wall/Window Unit(s)	Zoned			

ROOM DETAILS

Choice for **Room Type** are below. (Required Room Types are **Kitchen***, **Living Room*** or **Great Room***, and **Master Bedroom***)

Additional Bedroom	Balcony/Porch/Lanai	Basement	Bathroom 1	Bathroom 2	Bathroom 3
Bathroom 4	Bathroom 5	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4
Bedroom 5	Bonus Room	Breezeway	Dinette	Dining Room	Double Master Bedroom
Family Room	Florida Room	Foyer	Game Room	Great Room*	Gym
Inside Utility	Interior In-Law Suite	Kitchen*	Laundry	Library	Living Room*
Loft	Master Bathroom	Master Bedroom*	Media Room	Office	Sauna
Studio	Study/Den	Workshop			

Choices for **Room Levels** are:

Basement	First	Second	Third	Upper
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Choices for **Room Primary Floor Covering** are:

Bamboo	Brick/Stone	Carpet	Ceramic Tile	Concrete	Cork	Engineered Hardwood
Epoxy	Forestry Stewardship Certified	Granite	Laminate	Linoleum	Marble	Other
Parquet	Porcelain Tile	Quarry Tile	Reclaimed Wood	Recycled/Composite Flooring	Slate	Terrazzo
Tile	Travertine	Vinyl	Wood			

Choices for **Room Features:**

Bar	Bath w/Spa/Hydro Massage Tub	Bath With Whirlpool	Bidet	Breakfast Bar	Built-In Shelving
Built-In Shower Bench	Ceiling Fan(s)	Claw Foot Tub	Closet Pantry	Cooking Island	Desk Built-In
Dual Sinks	En Suite Bathroom	Exhaust Fan	Garden Bath	Granite Counters	Handicapped Accessible
Heated Floors	Island	Jack & Jill Bathroom	Linen Closet in Bath	Makeup/Vanity Space	Multiple Shower Heads
Other - Specify in Remarks	Pantry	Rain Shower Head	Sauna	Shower - No Tub	Single Vanity
Sink - Pedestal	Split Vanities	Steam Shower	Stone Counters	Sunken Shower	Tall Countertops
Tile Counters	Tub with Separate Shower Stall	Tub with Shower	Urinal	Walk-In Closet(s)	Walk-In Pantry
Walk-In Tub	Water Closet/Priv Toilet	Wet Bar	Window/Skylight in Bath		

Room Type*	Room Level*	Width*	Length*	Primary Floor Covering	Room Features

WATER INFORMATION

Water Access*

Yes No

Water Access

Bay/Harbor	Bayou	Beach - Access Deeded	Beach - Private	Beach - Public
Brackish Water	Canal - Brackish	Canal - Freshwater	Canal - Saltwater	Creek
Freshwater Canal w/ Lift to Saltwater Canal	Gulf/Ocean	Gulf/Ocean to Bay	Intracoastal Waterway	Lagoon/Estuary
Lake	Lake - Chain of Lakes	Limited Access	Marina	Pond
River				

Water View*

Yes No

Water View

Bay/Harbor - Full	Bay/Harbor - Partial	Bayou	Beach	Canal
Creek	Gulf/Ocean - Full	Gulf/Ocean - Partial	Gulf/Ocean to Bay	Intracoastal Waterway
Lagoon/Estuary	Lake	Lake - Chain of Lakes	Marina	Pond
River				

Water Extras*

Yes No

Water Extras

Assigned Boat Slip	Boat Port	Boat Ramp - Private	Boathouse	Boats - None Allowed
Bridges - Fixed	Bridges-No Fixed Bridges	Davits	Dock - Composite	Dock - Concrete
Dock - Covered	Dock - Open	Dock - Slip 1st Come	Dock-Slip Deeded Off-Site	Dock-Slip Deeded On-Site
Dock - Wood	Dock w/Electric	Dock w/o Electric	Dock w/o Water Supply	Dock w/Water Supply
Fishing Pier	Lift	Lift - Covered	Lock	Minimum Wake Zone
No Wake Zone	Powerboats-None Allowed	Private Lake Dues Req	Riprap	Sailboat Water
Seawall - Concrete	Seawall - Other	Skiing Allowed		

Water Frontage*

Yes No

Water Frontage

Bay/Harbor	Footage	Bayou	Footage
Beach - Private	Footage	Beach - Public	Footage
Brackish Water	Footage	Canal - Brackish	Footage
Canal - Freshwater	Footage	Canal - Saltwater	Footage
Creek	Footage	Freshwater Canal w/ Lift to Saltwater Canal	Footage
Gulf/Ocean	Footage	Gulf/Ocean to Bay	Footage
Intracoastal Waterway	Footage	Lagoon/Estuary	Footage
Lake	Footage	Lake - Chain of Lakes	Footage
Marina	Footage	Pond	Footage
River	Footage		

Water Name(s)

Additional Water Information

GREEN INFORMATION

Choices for Green Building Verification Type are below

EarthCraft House	ENERGY STAR Certified Homes	EPA Indoor Air Quality Plus	FGBC Green Certified Building
FGBC Green Certified Home	FGBC Remodel	Florida Certified Yard	Florida Friendly Landscape
Florida Friendly Yard Recognition	Florida Green Lodging	Florida Water Star	FORTIFIED for Safer Living
Geothermal HVAC	HERS Index Score	LEED Certified Building	LEED For Homes
LEED Neighborhood Development	NAHB Certification	NGBS New Construction	NGBS Small Projects Remodel
NGBS Whole-Home Remodel	Other - Specify in Remarks	WaterSense	

Choices for Green Verification Source are below

Administrator	Assessor	Builder	Contractor or Installer	Other - See Remarks
Owner	Program Sponsor	Program Verifier	Public Records	

Choices for Green Verification Status are below

Complete	In Process
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Building Verification Type	Status	Year	Version	Body	Metric	Rating	Source	URL

Green Sustainability

Conserving Methods	Onsite Recycling Center	Recyclable Materials	Recycled Materials	Regionally-Sourced Materials
Renewable Materials	Salvaged Materials			

Green Energy Generation

Hydro Power	Solar	Wind
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Green Energy Features

Appliances	Energy Monitoring System	HVAC	Insulation	Lighting
Pool	Roof	Thermostat	Water Heater	Windows

Green Water Features

Drip Irrigation	Irrig. System-Drip/Microheads	Irrig. System-Rainwater from Ponds	Irrig. System-Reclaimed Water
Low-Flow Fixtures	Water Recycling	Whole House Water Purification	

Green Landscaping

Fl. Friendly/Native Landscape	Non-Toxic Fertilizer/Pesticides	Rain Water Harvesting	Veg. (Productive) Garden	Xeriscape
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Disaster Mitigation

Above Flood Plain	Fire Resistant Exterior	Fire/Smoke Detection Integration	Hurricane Insur. Deduction Qual.
Hurricane Shutters / Windows	Lightning Protection System	Safe Room	

Indoor Air Quality

Air Filters MERV 10+	HVAC Cartridge/Media Filter	HVAC Filter MERV 8+	HVAC UV/Elec. Filtration
Janitor Closet Neg Pressurized	No Smoking - Interior Bldg	No/Low VOC Cabinets/Counters	No/Low VOC Flooring
No/Low VOC Paint/Finish	Non-Toxic Pest Control	Sealed Combustion	Ventilation
Whole House Vacuum System			

OWNER

Owner Name

Owner Phone

Management Type

Full Time Part Time

Tenant Name

Tenant Phone

Home Warranty

Yes No

Ownership*

Co-op Condominium Fee Simple Fractional

EXISTING LEASE

Existing Lease or Tenant* Monthly Rental Amount Days Notice to Tenant if Not Renewing End Date Lease Month to Month or Weekly
 Yes No 15 Days 30 Days 60 Days 90 Days Yes No

ASSOCIATION INFORMATION

HOA/Comm Assn*

Yes No

HOA Fee Requirement

None Optional Required

HOA Fee

HOA Payment Schedule

Annually Monthly Quarterly Semi-Annually

Condo Fee

Condo Fee Schedule

Annual Monthly Quarterly Semi Annual

Addtl Mo. Maint Fee

Other Fee

Other Fee Schedule

Annual Monthly Quarterly Semi Annual

Association/Manager Contact Name

Association/Manager Contact Phone

Association/Manager Email

Association/Manager Website Address

COMMUNITY

Housing for Older Persons*

Yes No

Community Features

Airport/Runway	Association Recreation - Lease	Association Recreation - Owned	Buyer Approval Required	Community Boat Ramp
Deed Restrictions	Fishing	Fitness Center	Gated Community	Golf Carts OK
Golf Community	Handicap Modified	Horse Stable(s)	Horses Allowed	Irrig. Reclaimed Water
No Truck/RV/Motorcycle Parking	None	Park	Playground	Pool
Public Boat Ramp	Raquetball	Sidewalk	Special Community Restrictions	Tennis Courts
Water Access	Waterfront	Wheelchair Access		

Association Amenities

Airport/Runway	Basketball Court	Boat Slip	Cable	Clubhouse
Dock	Elevators	Fence Restrictions	Fitness Center	Gated
Golf Course	Handicap Modified	Horse Stables	Laundry	Lobby Key Required
Maintenance	Marina	Optional Additional Fees	Other	Park
Pickleball Court(s)	Playground	Pool	Private Boat Ramp	Raquet Ball
Recreation Facilities	Sauna	Security	Shuffleboard Court	Spa/Hot Tub
Storage	Tennis Court(s)	Trails	Vehicle Restrictions	Wheelchair Access

Fee Includes

24-hour Guard	Cable TV	Common Area Taxes	Community Pool	Electricity
Escrow Reserves Fund	Fidelity Bond	Gas	Insurance	Internet
Maintenance Exterior	Maintenance Grounds	Maintenance Repairs	Manager	None
Other	Pest Control	Pool Maintenance	Private Road	Recreational Facilities
Security	Sewer	Trash	Water	

Amenities w/Additional Fees

PETS

Pets Allowed

Breed Restrictions	No
Number Limit	Size Limit
Yes	

Number of Pets Allowed

1	2	3	4
5	6	7	8
9	10+		

Pet Size

Extra Large (101+ Lbs.)	Large (61-100 Lbs.)
Medium (36-60 Lbs.)	Small (16-35 Lbs.)
Very Small (Under 15 Lbs.)	

Max Pet Weight

Pet Restrictions

Leasing Restrictions

Can Property Be Leased*

Yes No

Lease Restrictions

Yes No

Association Approval Required

Yes No

Minimum Lease Period

No Minimum	No Rent	1-7 Days	1 Week
2 Weeks	1 Month	2 Months	3 Months
4 Months	5 Months	6 Months	7 Months
8-12 Months	1-2 Years	2+ Years	

Max Times Per Year

Years of Ownership Prior to Leasing Required

Yes No

Number of Ownership Years Prior to Leasing

Additional Lease Restrictions

Approval Process

REALTOR INFORMATION

Financing Available

Assumable	Cash	Conventional	Exchange/Trade	FHA
Lease Option	Lease Purchase	Other	Private Financing Available	Special Funding
USDA	VA			

Realtor Information

3rd Party Approval Req	Applications in Process	As-Is	Assoc Approval Required	Brochure Available
CDD Addendum Required	Confidentiality Letter Req	Contract for Deed	Corp Owned Relo	Currently Leased
Docs Available	Engineering Report	Environ. Report Available	Fannie Mae Approved Pilot	Fannie Mae Secured
Floodway	Floor Plan Available	Foreign Seller	In-Foreclosure	Lease Restrictions
Leasing Not Allowed	List Agent is Owner	List Agent is Related to Owner	Mtge - Owner Will Hold	No Sign
Other	Owner Motivated	Owner Will Assist w/Closing Costs	Owner Will Consider Exchange	Owner Will Consider Financing
Phase I Environ. Report	Phase II Environ. Report	Potential for Zoning Change	Pre-Foreclosure	Remediation Accomplished
Remediation in Progress	Right of First Refusal	Scrub Jay - Check w/County	See Attachments	Seller May Build
Seller Must Build	Septic/Sewer Addm Req	Short Term Rental Allowed	Sign	Special Assessments
Subject to Approval	Subject to Zoning	Survey Available	Termite Bond/Warranty	Title Insurance
Will Sell 1 Lot	Will Subdivide	Zoning Grandfathered In		

Realtor Information Confidential

Bonus to Selling Office	Copy of Lease Available	Go to Site	In-Foreclosure	Pre-Foreclosure
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Disclosures

Condo Disclosure Available	Environmental Disclosure	HOA/PUD/Condo Disclosure	Land Sales Disclosure	Lead paint
None	Other	PACE Loan Disclosure	Seller Property Disclosure	Superfund

AGENT/OFFICE

List Agent ID*

Agent Name and Information*

Office Name and Information*

List Agent 2 ID

Agent Name and Information

Office Name and Information

Team Name

Interoffice Info

SELLER'S PREFERRED CLOSING AGENT

Closing Agent Name

Closing Company Name

Email

Phone

Fax

Street Number

Street Name

City

State

Zip

COMPENSATION

Single Agent Comp*

Non Rep Comp*

Trans Broker Comp*

Bonus

Bonus Amount

Bonus Expiration Date

Dual/Variable Compensation*

Yes No

Yes No

SHOWING INFORMATION

Call Center Phone Number

ShowingTime Secure Remarks

Occupant Type*

Owner Tenant Vacant

Showing Instructions*

24 Hour Notice	Appointment Only	Call Agent 2	Call Before Showing	Call Listing Agent
Call Listing Office	Call Manager	Call Owner	Call Tenant	Combination Lock Box
Contact Call Center	Dangerous Farm Animals on Site	Do Not Contact Tenants	Farm Animals on Site	Gate Code Required
Gate Key in Listing Office	Gate Key in Lock Box	Go Direct	Guard Dog	Key In Office
Key/Agent	Listing Agent Must Accompany	Lock Box Coded	Lock Box Electronic	Lock Box Elec.-CBS Code Required
Lock Box No Call	Locked Gate	No Call Box	No Sign	Other
Pet on Premises	See Remarks	Under Construction	Use ShowingTime Button	

Seller's Property Disclosure – Residential



Notice to Licensee and seller: Only the **Seller** should fill out this form.

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: _____
 _____ (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances			
(a) Are the structures including roofs: ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to questions 1(a) - 1(c) is no, please explain: _____ _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____ _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____ _____			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller (____) (____) and **Buyer** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4.

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing			
(a) What is your drinking water source? <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is _____ years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the Seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the Seller to disclose to the Buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Seller (____) (____) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4.

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no			
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			

(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			

9. Environmental			
(a) Was the Property built before 1978?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please see Lead-Based Paint Disclosure.			
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			

10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller (____) (____) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4.

