



**PARTIES AND DESCRIPTION OF PROPERTY**

1  
2\* **1. SALE AND PURCHASE:** \_\_\_\_\_ (“Seller”)  
3\* and \_\_\_\_\_ (“Buyer”)

4 agree to sell and buy on the terms and conditions specified below the property (“Property”) described as:  
5\* Address: \_\_\_\_\_

6\* Legal Description: \_\_\_\_\_

7\*  
8\*  
9\*  
10\*  
11\*  
12\* including all improvements and the following additional property:  
13\*  
14\*

**PRICE AND FINANCING**

15  
16\* **2. PURCHASE PRICE:** \$ \_\_\_\_\_ payable by **Buyer** in U.S. funds as follows:

17\* (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) \_\_\_\_\_, \_\_\_\_\_ by  
18\* \_\_\_\_\_ for \_\_\_\_\_ (“Escrow Agent”)  
19\* *Signature Name of Company*

20\* (b) \$ \_\_\_\_\_ Additional deposit to be made by \_\_\_\_\_, \_\_\_\_\_ or \_\_\_\_\_ days from  
21 Effective Date.

22\* (c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

23\* (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

24\* (e) \$ \_\_\_\_\_ Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds  
25 paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

26\* (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit  
27\* used to determine the purchase price is lot acre square foot other (specify: \_\_\_\_\_)  
28\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of  
29 total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph  
30 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:  
31\*

32\* **3. CASH/FINANCING:** (Check as applicable)  (a) **Buyer** will pay cash for the Property with no financing contingency.

33\* (b) This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the  
34\* “Financing”) within \_\_\_\_\_ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever  
35\* occurs first) (the “Financing Period”). **Buyer** will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank)  
36 and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after  
37 using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this  
38 Contract. Upon cancellation, **Buyer** will return to **Seller** all title evidence, surveys and association documents provided by  
39 **Seller**, and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.  
40 **Buyer** will pay all loan expenses, including the lender's title insurance policy.

41\* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or  
42\* \_\_\_\_\_% of the purchase price at the prevailing interest rate and loan costs. **Buyer** will keep **Seller** and Broker fully  
43 informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all  
44 such information to **Seller** and Broker.

45\*  (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to **Seller** in the  
46\* amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:  
47\*

48 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally  
49 accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

50\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

51 mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any  
52 time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous  
53 parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named  
54 insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine  
55 creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or  
56 not **Seller** will make the loan.

57\* **(3) Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

58\*  
59\* LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
60\* \$ \_\_\_\_\_ per month including principal, interest, taxes and insurance and having a fixed other  
61\* (describe) \_\_\_\_\_

62\* interest rate of \_\_\_\_\_% which will  will not escalate upon assumption. Any variance in the mortgage will be  
63 adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow  
64\* account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds \_\_\_\_\_% or the  
65\* assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this  
66 agreement will terminate and **Buyer's** deposit(s) will be returned.

67 **CLOSING**

68 **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on or before  
69\* \_\_\_\_\_, \_\_\_\_\_, unless extended by other provisions of this Contract. If on Closing Date insurance  
70 underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

71 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted  
72 by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of  
73 **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph  
74 **17**. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

75 **(a) Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified,  
76\* confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

77\* \_\_\_\_\_  
78 **(b) Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed  
79 and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous  
80\* issue rate; inspections; survey and sketch; insurance; Other: \_\_\_\_\_.

81 **(c) Title Evidence and Insurance: Check (1) or (2):**

82\*  **(1) Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. **Seller Buyer**  
83\* will select the title agent. **Seller Buyer** will pay for the owner's title policy, search, examination and related  
84 charges. Each party will pay its own closing fees.

85\*  **(2) Seller** will provide title evidence as specified in Paragraph 8(a)(2). **Seller Buyer** will pay for the owner's title  
86 policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien  
87 search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

88 **(d) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate  
89 taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for  
90 the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

91 **(e) Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may  
92 require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

93 **PROPERTY CONDITION**

94 **6. LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions  
95 resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and  
96 grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's  
97 condition without the **Buyer's** prior written consent.

98 **(a) Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which  
99 flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and  
100 rebuilding in the event of casualty.

101 **(b) Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which  
102 affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study  
103 Period has expired or if **Buyer** has checked choice (c)(2) below.

104 **(c) Inspections: (check (1) or (2) below)**

105\*  **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days from Effective Date ("Feasibility Study  
106\* Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for \_\_\_\_\_  
107\* \_\_\_\_\_ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental  
108 assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to  
109 determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

110\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

111 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
112 utilities; consistency with local, state and regional growth management plans; availability of permits, government  
113 approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability  
114 for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate  
115 government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or  
116 rezoning approvals.

117 **Seller** gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility  
118 Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and  
119 assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless  
120 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability  
121 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of  
122 any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a  
123 construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not  
124 close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and  
125 return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports  
126 and other work generated as a result of the Inspections.

127 **Buyer** will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's**  
128 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement  
129 will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property  
130 is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed  
131 terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow  
132 Agent receives proper authorization from all interested parties.

133\*  **(2) No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being  
134 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the  
135 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations  
136 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental  
137 conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

138 **(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
139 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
140 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
141 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may  
142 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes  
143 this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be  
144 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

145 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,  
146 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
147 or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract  
148 by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in  
149 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 150 TITLE

151 **8. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative  
152 or guardian deed as appropriate to **Seller's** status.

153 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in  
154 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of  
155\* which prevent **Buyer's** intended use of the Property as \_\_\_\_\_: covenants, easements and  
156 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if  
157 there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at  
158 or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence,  
159 which must be generally accepted in the county where the Property is located (specify in Paragraph **5(c)** the selected  
160 type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

161 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
162 subject only to title exceptions set forth in this Contract.

163 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be  
164 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
165 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
166 However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer  
167 as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format  
168 acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent,  
169 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to  
170 **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

171 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt  
172 of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

173\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

174 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the  
175 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on  
176 Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to  
177 cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from  
178 receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.  
179 **(c) Survey: Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written  
180 notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property,  
181 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such  
182 encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be  
183 determined in accordance with subparagraph **(b)** above. If any part of the Property lies seaward of the coastal  
184 construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's  
185 location on the property, unless **Buyer** waives this requirement in writing.

#### 186 MISCELLANEOUS

187 **9. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or  
188 signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will  
189 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal  
190 holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a  
191 Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00  
192 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

193 **10. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's**  
194 **failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies**  
195 **will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

196 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller.** **Except for brokerage**  
197 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
198 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
199 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
200 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
201 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
202 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

203 **12. ASSIGNABILITY; PERSONS BOUND:** **Buyer** may **not** assign this Contract without **Seller's** written consent. The terms  
204 "**Buyer,**" "**Seller,**" and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors,  
205 personal representatives and assigns (if permitted) of **Buyer, Seller** and Broker.

#### 206 DEFAULT AND DISPUTE RESOLUTION

207 **13. DEFAULT: (a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort,  
208 **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without  
209 waiving the right to seek damages or to seek specific performance as per Paragraph **16.** **Seller** will also be liable to Broker for  
210 the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including  
211 timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
212 damages or to seek specific performance as per Paragraph **16;** and Broker will, upon demand, receive 50% of all deposits  
213 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

214 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in  
215 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

216 **(a) Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from  
217 the date conflicting demands are made to attempt to resolve the dispute through **mediation.** If that fails, Escrow Agent  
218 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the  
219 Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

220 **(b) All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to  
221 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding  
222 **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any  
223 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will  
224 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will  
225 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related  
226 disputes. Any disputes with a real estate licensee named in Paragraph **17** will be submitted to arbitration only if the  
227 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

228 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
231 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a  
232 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
233 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed  
234 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

235\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.



236 will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration  
237 award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable  
238 attorneys' fees, costs and expenses.

239 **ESCROW AGENT AND BROKER**

240 **15. ESCROW AGENT: Buyer and Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in  
241 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this  
242 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for  
243 misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this  
244 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the  
245 filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the  
246 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims  
247 against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

248 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises **Buyer** and **Seller** to verify all facts and representations  
249 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
250 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.)  
251 and for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not  
252 reside in the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller**  
253 representations or public records unless Broker indicates personal verification of the representation. **Buyer agrees to rely**  
254 **solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts**  
255 **that materially affect Property value.** **Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable  
256 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with  
257 or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold  
258 harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage  
259 based on **(1) Buyer's** or **Seller's** misstatement or failure to perform contractual obligations; **(2) Broker's** performance, at  
260 **Buyer's** and/or **Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,  
261 including Broker's referral, recommendation or retention of any vendor; **(3) products** or services provided by any vendor;  
262 and **(4) expenses** incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for selecting and  
263 compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this  
264 paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

265 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Seller** and **Buyer**  
266 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:**  
267 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate  
268 brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such  
269 fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees  
270 as indicated below.

271* _____	_____
272 <i>Real Estate Licensee</i>	<i>Real Estate Licensee</i>
273* _____	_____
274* <i>Broker / Brokerage fee: (\$ or % of Purchase Price)</i> _____	<i>Broker / Brokerage fee: (\$ or % of Purchase Price)</i> _____
275* _____	_____

276 **ADDITIONAL TERMS**

277\* **18. ADDITIONAL TERMS:**

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295\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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**This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.**

**OFFER AND ACCEPTANCE**

324\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
326 copy delivered to Buyer no later than \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_, \_\_\_\_\_, this offer will be  
327 revoked and Buyer's deposit refunded subject to clearance of funds.

328\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
329\* Print name: \_\_\_\_\_

330\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
331\* Print name: \_\_\_\_\_

332\* Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
333\* Fax: \_\_\_\_\_

334\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
335\* Print name: \_\_\_\_\_

336\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
337\* Print name: \_\_\_\_\_

338\* Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
339\* Fax: \_\_\_\_\_

340\*  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
341\* copy of the acceptance to Seller by 5:00 p.m. on \_\_\_\_\_, \_\_\_\_\_).  Seller rejects Buyer's offer.

342\* **Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)**

343\* Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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