



# SALES CONTRACT-AS IS (RESIDENTIAL IMPROVED PROPERTY)



SELLER: Mr. Seller

BUYER: New Homeowner

SELLER: Mrs. Seller

BUYER: New Homeowner

ADDRESS: 123 New Home Street

ADDRESS: 123 Main Street

Naples, FL 34109

Naples, FL 34109

1 UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE  
2 FOLLOWING TERMS AND CONDITIONS, the real property hereafter legally described, and all non-leased fixtures ("the Real Property"),  
3 together with the following items existing on the Effective Date: built-in appliances and beverage cooler(s)/dispenser(s); attached lighting;  
4 ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-visual, home entertainment and/or  
5 home sound systems including all operational components and software; hurricane/storm shutters and panels; central vacuum system  
6 including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system including cameras;  
7 drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment; and  
8

9 (the Real Property and the above items are collectively referred to as the "Property"), and together with the following personal property existing  
10 on the Effective Date: refrigerator(s); range(s); dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains, blinds, shades and other  
11 window treatments; garage door opener(s)/ remote(s); keys, fobs and other access devices (including to community property); pool or solar  
12 cover; child pool safety fence, and automated pool cleaning equipment, and  
13

14 and the additional personal property, if any listed on the attached inventory or list (the "Personal Property").

15 The following items are excluded: \_\_\_\_\_  
16

17 The Personal Property shall be free from liens and is deemed without value, left for the convenience of the parties, and transferred without  
18 consideration, unless otherwise agreed to by the parties.

19 The address of the Property is: 123 New Home Street • Naples, FL 34109

20 **LEGAL DESCRIPTION OF THE PROPERTY:**

21 Legal Description of 123 New Home Street • Naples, FL 34109, Collier County, Florida.

22 IF THE PROPERTY IS A COOPERATIVE PARCEL, THE COOPERATIVE ADDENDUM TO SALES CONTRACT (RESIDENTIAL IMPROVED  
23 PROPERTY) IS INCORPORATED HEREIN AND MADE AN INTEGRAL PART OF THIS CONTRACT.

24 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # \_\_\_\_\_,

25 Garage(s) # \_\_\_\_\_, Cabana(s) # \_\_\_\_\_, Storage Locker(s) # \_\_\_\_\_, Boat Dock(s) or Slip(s) # \_\_\_\_\_, and other

26 common elements and common areas to which SELLER has an exclusive right of use and the right to convey.

27 1. **PURCHASE PRICE:** The purchase price (U.S. currency), which is allocated to the Property

28 only unless otherwise stated, shall be payable as follows: .....\$250,000.00

29 A. Initial Deposit to be held in escrow .....\$1,000.00

30 **[SELECT ONE. IF NO SELECTION IS MADE, ACCOMPANIES OFFER SHALL APPLY.]**

31  accompanies offer  is due on the Effective Date  is due not later than 3 days after the Effective Date.

32 Additional Deposit to be received in escrow not later than \_\_\_\_\_ days after the

33 Effective Date .....\$ \_\_\_\_\_

34 B. Proceeds of mortgage, if any [See Paragraph 4.B.] .....\$241,250.00

35 C. Proceeds of SELLER mortgage, if any [see Paragraph 4.C.].....\$ \_\_\_\_\_

36 D. Other: .....\$ \_\_\_\_\_

37 E. Balance of the purchase price, payable from BUYER to the closing agent

38 at closing, subject to adjustments and prorations, of approximately .....\$7,750

39 Closing funds and all deposit funds tendered to the closing agent within 15 days prior to closing shall be paid by wire transfer. All  
40 international funds shall be paid by wire transfer. All deposits are subject to collection.

41 2. **PERIOD OF OFFER AND COUNTER-OFFER; EFFECTIVE DATE:** This offer is revoked if not accepted and the signed offer delivered to  
42 offeror, by 11:59  AM  PM on 10/06/2017 {Insert Date}. Any counter-offer is revoked if not accepted  
43 and the signed counter-offer delivered to counter-offeror not later than \_\_\_\_ days [2 days if left blank] after delivery of the counter-offer.

44 The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. ALL CHANGES TO THE  
45 OFFER OR COUNTER-OFFER MUST BE INITIALED AND DATED. THE LATEST DATE SET FORTH ON THIS CONTRACT BY EITHER  
46 PARTY'S SIGNATURE OR INITIALS SHALL BE THE EFFECTIVE DATE.

47 3. **CLOSING DATE; TIME OF THE ESSENCE; CLOSING LOCATION; CLOSING AGENT; POSSESSION:** Closing shall occur on  
48 10/31/2017 {Insert Date} (the "Closing Date"). **Time is of the essence as to the Closing Date.** Closing shall  
49 occur in the county where the Property is located, at an office designated by the closing agent, who shall be selected by BUYER. BUYER shall  
50 be the legal owner of the Property as of the closing, and SELLER shall vacate and give possession of the Property at the closing. SELLER  
51 shall leave the dwelling(s) on the Property in broom-clean condition and the entire Property free of debris.

52 4. **METHOD OF PAYMENT [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:**  A. CASH/FINANCING WITHOUT  
53 CONTINGENCY: BUYER will pay cash, but may obtain a loan for the purchase of the Property; however, there is no financing contingency. **If**  
54 **BUYER elects to finance BUYER's purchase of the Property through a creditor/lender, BUYER shall be required to timely perform all**  
55 **BUYER's obligations under the Contract and to close on the Closing Date, notwithstanding any terms and conditions imposed by**  
56 **BUYER's creditor/lender and/or any applicable disclosure, delivery and compliance requirements of the Consumer Financial Protection**  
57 **Bureau Integrated Mortgage Disclosure Rule ("CFPB Rule")**  B. FINANCING CONTINGENCY: Subject to the provisions of this paragraph,  
58 BUYER's obligation to purchase the Property is contingent upon BUYER obtaining a loan, unless waived by BUYER as set forth below, in at least  
59 the amount shown in 1.B. above, to be secured by a mortgage on the Property at [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL  
60 APPLY]:  (1) an initial or  (2) fixed rate of interest not exceeding 4 % per year, for an amortized term of 30 years [30 years if  
61 left blank]. BUYER shall make loan application as defined in the CFPB Rule ("Loan Application") not later than 10 days after the Effective  
62 Date [5 days if left blank], and shall make a continuing good faith and diligent effort to obtain said loan and comply with all applicable  
63 requirements of the creditor/lender and CFPB Rule relating to the loan process. If BUYER fails to waive this financing contingency on or before  
64 10/27/2017 {Insert Date} [45 days after the Effective Date if left blank], either SELLER or BUYER may terminate  
65 this Contract at any time. BUYER's termination under this contingency must be accompanied by either (i) an Equal Credit Opportunity Act  
66 statement of adverse credit action issued by a creditor/lender confirming that mortgage financing on the terms set forth in this Contract was  
67 denied on grounds that either the Property was unacceptable to the creditor/lender or the BUYER financially failed to qualify for said financing  
68 terms, or (ii) other evidence from the creditor/lender that BUYER has made Loan Application and made diligent and good faith efforts to meet  
69 all applicable requirements of the creditor/lender and the CFPB Rule, but has received neither loan approval nor loan denial from the  
70 creditor/lender. SELLER's right to terminate shall cease to exist if BUYER waives this financing contingency prior to SELLER giving BUYER  
71 notice of termination. **IF BUYER WAIVES THIS CONTINGENCY AND IS UNABLE TO CLOSE ON THE CLOSING DATE DUE TO A DELAY**  
72 **CAUSED SOLELY BY THE CREDITOR/LENDER AND/OR NECESSITATED BY THE CFPB RULE, BUYER MAY EXTEND THE CLOSING**  
73 **DATE UP TO 10 DAYS FOR CFPB RULE COMPLIANCE AND TO ACCOMMODATE RECEIPT AND EXECUTION OF THE LOAN PACKAGE**  
74 **AND LOAN FUNDING. Delivery of documentation evidencing loan commitment or loan approval shall not constitute a waiver of the**  
75 **financing contingency. BUYER acknowledges that once BUYER waives this financing contingency, BUYER's deposit monies are no**  
76 **longer refundable under this Paragraph 4.**  C. SELLER FINANCING. The "Addendum to Sales Contract Seller Financing" is attached  
77 hereto and made a part hereof.

78 5. **CDD/MSTU SPECIAL TAX DISTRICTS:** The Property  is  is not located within a Community Development District ("CDD") or  
79 Municipal Service or Benefit Taxing Unit ("MSTU"). BUYER will assume at closing any outstanding capital assessment balance. **If the**  
80 **Property is located within a CDD or MSTU, and if there is any outstanding capital balance, BUYER should not execute this Contract**  
81 **until BUYER has received and signed the "Addendum to Sales Contract CDD/MSTU Assessments Disclosure" or similar written**  
82 **disclosure from SELLER setting forth the approximate outstanding capital assessment balance, which BUYER will assume at**  
83 **closing.**

84 6. **CONDOMINIUM/HOMEOWNER ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS:**  
85 SELLER shall pay the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special  
86 assessments (other than CDD/MSTU assessments which are addressed in Paragraph 5), which, on or before the Effective Date, are a lien or a  
87 special assessment that is certain as to (a) the identity of the lienor or assessor, and (b) the property subject to the lien or special assessment,  
88 and (c) the amount of the lien or special assessment. If, as of the Effective Date, there are any pending liens or special assessments (liens or  
89 special assessments other than those described above) which are not SELLER's obligation as set forth above and which were not disclosed in  
90 writing to BUYER by SELLER prior to or concurrent with the execution of this Contract, and which exceed 1% of the purchase price, BUYER

91 may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1%  
92 of the purchase price, and SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid.

93 **7. EXISTING LEASES WITH POST-CLOSING OCCUPANCY:**  If this box is checked, the Property is subject to one or more leases  
94 and/or rental agreements (collectively "Leases") in effect as of the Effective Date with occupancy occurring after the closing. SELLER shall  
95 deliver complete information regarding the terms of said Leases and copies of all written Leases (collectively the Lease Information") to  
96 BUYER not later than 5 days after the Effective Date. BUYER shall have 5 days after receipt of the Lease Information to review the same, and  
97 may terminate this Contract not later than 5 days after receipt of the Lease Information, if in BUYER's sole discretion, the Lease Information is  
98 unacceptable. If SELLER fails to timely deliver the Lease Information, BUYER may terminate this Contract not later than 10 days after the  
99 Effective Date.

100 **8. AS IS; DUE DILIGENCE PERIOD; INSPECTIONS:** BUYER shall have 15 days [15 days if left blank] after the Effective Date (the "Due  
101 Diligence Period") to have the Property and Personal Property evaluated at BUYER's expense and may, but is not required to, utilize the services  
102 of any professional or licensed inspector(s) to conduct inspection(s). If BUYER determines, in BUYER's sole discretion, that the Property or  
103 Personal Property is not acceptable to BUYER for any reason, BUYER may terminate the Contract prior to expiration of the Due Diligence Period.  
104 If BUYER does not elect to terminate the Contract, SELLER shall have no obligation to make any repairs or replacements to the Property or  
105 Personal Property, except as stated in Standard D.2.a. BUYER's right to terminate hereunder has been bargained for between the parties, and  
106 each party acknowledges full and adequate consideration has been received for this provision. The Property, appurtenances, and Personal  
107 Property being sold to BUYER will be conveyed to BUYER in their "AS IS" condition as of the Effective Date. BUYER's failure to terminate the  
108 Contract in the manner provided herein shall constitute a waiver of the right to terminate under the provisions of this paragraph. All inspections  
109 shall be non-invasive and shall not entail any perforation or removal of structural material unless approved in advance by SELLER. Upon  
110 reasonable notice, SELLER shall provide access and utilities service to the Property to facilitate the inspections. BUYER shall repair any and all  
111 damage to the Property and Personal Property resulting from or caused by the inspections and shall otherwise return the Property and Personal  
112 Property to its condition prior to the inspections. BUYER will indemnify and hold SELLER harmless from and against all losses, damages, costs,  
113 claims and expenses of any nature, including attorney fees (collectively "Losses"), and from and against any liability to any person arising from, out  
114 of or in connection with the inspections, except as to Losses resulting from negligence or intentional acts or omissions of SELLER.

## REAL ESTATE TRANSACTION STANDARDS

### 115 **STANDARD A—TITLE; TITLING INSTRUCTIONS; ASSIGNMENT; TAX DEFERRED EXCHANGE.**

117 **1. MARKETABLE TITLE:** Title to the Property shall be good and marketable according to the Uniform Title Standards promulgated by the  
118 Florida Bar, and have legal access, subject only to the following exceptions: (a) ad valorem and non-ad valorem real property taxes for the  
119 year of closing and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental authority; (c) outstanding  
120 oil, gas and mineral interests of record, if any; and (d) restrictions, reservations and easements common to the subdivision, provided that none  
121 of the foregoing shall prevent use of the Property for residential purposes.

122 **2. TITLING INSTRUCTIONS FROM BUYER; ASSIGNMENT:** Not later than 15 days prior to the Closing Date, BUYER shall deliver to  
123 SELLER the name(s), address, manner in which title will be taken, and a copy of any assignment executed by BUYER. No assignment shall  
124 release BUYER from the obligations of this Contract unless SELLER consents in writing to such release.

125 **3. TAX DEFERRED EXCHANGE:** If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section 1031, the  
126 other party shall cooperate in accomplishing the exchange, and consents to the assignment of this Contract to a qualified exchange  
127 intermediary for that purpose, provided there is no additional cost or delay in closing and the exchanger is not released from liability under this  
128 Contract.

129 **STANDARD B—TITLE EVIDENCE; EXAMINATION; DEFECTS; LEGAL ACCESS; CLEARANCE.** Not later than 10 days after the Effective  
130 Date, SELLER shall furnish to BUYER a complete copy of SELLER's owner's title insurance policy. If the Property is located in Collier County  
131 and SELLER fails to furnish a copy of the policy within the above time period, SELLER shall give BUYER a \$150.00 credit at closing in lieu  
132 thereof. BUYER shall have 30 days after the Effective Date ("Examination Period") for examination of title and determination of legal access.  
133 BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient for residential  
134 use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the  
135 title defect(s) or lack of legal access, and furnish copies of the title evidence and instruments evidencing such title defect(s) or lack of legal  
136 access. If the title defect(s) render(s) title unmarketable, or if SELLER cannot deliver possession, or if there is no legal access, SELLER shall  
137 have 30 days after receipt of said notice and copies from BUYER (the "Clearance Period") to clear or remove such title defect(s), deliver  
138 possession, and/or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s), deliver possession,  
139 and/or provide legal access within the Clearance Period, including the bringing of necessary suits. If the Closing Date is prior to the expiration  
140 of the Clearance Period, then the Closing Date shall be extended until the earlier of (i) 5 days after SELLER corrects the title defect(s), delivers  
141 possession, and/or provides legal access or (ii) 5 days after the expiration of the Clearance Period. SELLER shall not be liable to BUYER for  
142 damages if SELLER cannot render title marketable, deliver possession and/or provide legal access. If SELLER does not clear or remove the  
143 title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect either to accept such title,  
144 possession, and/or access as SELLER can provide or to terminate this Contract by giving SELLER notification of such election not later than

145 one business day after expiration of the Clearance Period. If BUYER makes no such election, BUYER shall be deemed to have accepted such  
146 title, possession and access as SELLER can provide and close within the later of (i) 5 days after expiration of the Clearance Period or (ii) the  
147 Closing Date. A monetary lien upon the Property shall not constitute a title defect if said lien can be paid and satisfied from SELLER's  
148 proceeds at closing.

149 **STANDARD C—SURVEY; COASTAL CONSTRUCTION CONTROL LINE.**

150 1. **SURVEY AND SURVEY OBJECTIONS:** Unless the Property is a condominium or cooperative unit, SELLER shall furnish to BUYER, not  
151 later than 10 days after the Effective Date, a complete copy of any survey of the Property in SELLER's possession and which has been  
152 certified to SELLER (together with flood elevation certificate, if applicable). If to SELLER's knowledge there are no improvements or  
153 encroachments currently located upon the Property other than as shown on the SELLER's survey, SELLER shall execute an affidavit of "no  
154 change" affirming same to BUYER. BUYER may, at BUYER's expense, have the Property surveyed not later than 10 days prior to the Closing  
155 Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (a) an encroachment onto the Property; (b)  
156 that an improvement located on the Property projects onto lands of others; (c) an improvement on the Property violates a zoning, building or  
157 other governmental use restriction; (d) an improvement on the Property violates any recorded covenant or restriction, or any covenant of this  
158 Contract; or (e) lack of legal access (collectively "Survey Objections"), BUYER may, within the Survey Period, notify SELLER of the Survey  
159 Objections and shall furnish a copy of the survey. The Survey Objections shall be treated as a title defect(s). If BUYER fails to obtain a survey  
160 within the Survey Period, BUYER waives any right to object to any matters which might have been shown on a survey. If BUYER fails to make  
161 any Survey Objections within the Survey Period, BUYER waives any Survey Objections.

162 2. **COASTAL CONSTRUCTION CONTROL LINE:** (a) If any portion of the Property lies seaward of the Coastal Construction Control Line,  
163 Florida law requires the following disclosure: The property being purchased may be subject to coastal erosion and to federal, state or local  
164 regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures,  
165 beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental  
166 Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. (b) If any  
167 portion of the Property lies seaward of the Coastal Construction Control Line, BUYER waives the right to receive a survey or affidavit from  
168 SELLER delineating said line upon the Property.

169 **STANDARD D—DISCLOSURES; INSPECTIONS AND REMEDIES; ELECTION AND RESPONSE; WALK-THROUGH INSPECTION; RISK  
170 OF LOSS.**

171 1. **DISCLOSURES:**

172 a. **GENERAL:** SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are readily  
173 observable by BUYER, or which have been disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or counter-  
174 offer, as applicable).

175 b. **WETLANDS; SUITABILITY:** Except as disclosed to BUYER in the manner set forth in Standard D.1.a., SELLER does not know of  
176 any portion of the Property that has been determined to be wetlands, or of any other condition or circumstance adversely affecting the Property  
177 which might impair its suitability for residential use or construction.

178 c. **RADON GAS:** Florida law required disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in a  
179 building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
180 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your  
181 county health department.

182 d. **ENERGY EFFICIENCY:** BUYER acknowledges receipt of the Department of Community Affairs brochure on the Florida Building  
183 Energy Efficiency Rating System.

184 e. **LEAD BASED PAINT/PAINT HAZARDS:** If construction of the residence on the Property was commenced prior to 1978, SELLER is  
185 required to complete, and SELLER and BUYER are required to sign and attach to this Contract, the Addendum entitled "Lead-Based Paint  
186 and/or Lead-Based Paint Hazards: Disclosure of Information and Acknowledgement."

187 f. **MOLD:** In Florida, mold is commonly found both indoors and outdoors. Interior infestation by certain mold may cause property  
188 damage and health problems for some persons.

189 g. **INSURANCE:** Prior to signing this Contract, BUYER is advised to consult with insurance professionals to ascertain the availability  
190 and cost of casualty, wind, and/or flood insurance, and further that insurance may be required if BUYER is financing the purchase. Except as  
191 previously disclosed to BUYER, SELLER represents that SELLER is unaware of any past insurance claims on the Property which would  
192 increase the cost or restrict the availability of insurance coverage for the Property.

193 h. **FIRE SPRINKLER/SAFETY SYSTEM RETROFIT:** If the Property is located in a condominium or cooperative building greater than  
194 75 feet in height requiring retrofit for fire sprinklers or other life safety systems as shown on the list created by the local district fire marshal,  
195 BUYER may terminate this Contract within the statutory rescission period set forth in Standard I.

196 i. **PERMITS AND VIOLATIONS:** SELLER does not know of any improvements to the Property which were made without proper  
197 permit(s) or certificate(s) of occupancy/substantial completion (where required), of any existing violations of local ordinances or codes, or of

198 any pending code enforcement violations or proceedings affecting the Property. If the Property is located in unincorporated Collier County,  
199 SELLER and BUYER acknowledge receipt of the Collier County Code Compliance Residential Program brochure.

200 j. **PROPERTY TAXES:** Florida law required disclosure: BUYER should not rely on the SELLER's current property taxes as the amount  
201 of property taxes that BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements  
202 triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the  
203 county property appraiser's office for information.

204 k. **ZONING:** SELLER has not commenced any proceedings to change the current zoning classification of the Property, nor will SELLER  
205 initiate any such proceedings. SELLER has not received notice from any third party(ies) of any proceedings which would affect the current  
206 zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly notify BUYER of same, and if the  
207 proposed zoning would prevent the current use of the Property, BUYER may terminate this Contract not later than 5 days after receipt of said  
208 notice.

209 l. **MANDATORY/BUNDLED CLUB MEMBERSHIP:** The Property is or may be located in a community with a mandatory or bundled  
210 club membership, and BUYER may be required to pay certain initiation and other fees, dues and/or use charges imposed by the club. If  
211 BUYER has questions or requires additional information pertaining to applicable club requirements and/or fees, dues and charges, BUYER  
212 should contact said club.

213 m. **COMMUNITY INVESTIGATION.** BUYER is advised that any condominium, cooperative and/or homeowners' documents received by  
214 BUYER may not include important information about the community(ies) where the Property is located, including without limitation pending  
215 foreclosures, types and amounts of insurance coverage, current budget and reserve amounts, and status of delinquent assessments;  
216 ownership, financial and membership status of private clubs, golf course(s), marina(s), and other amenities; the status of the developer(s) if the  
217 community or any portion thereof is developer-controlled; and facts about the surrounding community(ies), school districts and public and  
218 government infrastructure plans. SELLER by signing this Contract designates BUYER as SELLER's representative for purposes of obtaining  
219 said information.

220 n. **SQUARE FOOTAGE.** BUYER is aware that any reference to the square footage and size of the Property and improvements thereon is  
221 approximate and is not warranted, and should be independently verified by BUYER prior to execution of this Contract.

## 222 2. **INSPECTION AND MAINTENANCE:**

223 a. **MAINTENANCE OF PROPERTY; RISK OF LOSS:** SELLER shall maintain the Property, including without limitation the lawn,  
224 shrubbery, and landscaping and the Personal Property in the condition existing on the Effective Date until the Closing Date or date of  
225 possession, whichever is earlier, except for ordinary wear and tear. Any future loss and/or damage to the Property or the Personal Property  
226 between the Effective Date of this Contract and the Closing Date or date of possession, whichever is earlier, shall be at SELLER's sole risk  
227 and expense. SELLER shall maintain all existing casualty insurance until disbursement.

228 b. **WALK-THROUGH INSPECTION:** BUYER (or a designated representative) may conduct a walk-through inspection of the Property  
229 prior to closing or possession, whichever is earlier, to confirm: (1) that the items being conveyed as part of this Contract remain on the  
230 Property, (2) that the items which are not being conveyed as part of this Contract have been removed from the Property, and (3) that SELLER  
231 has maintained the Property and the Personal Property as required in Standard D.2.a.above. Upon reasonable notice, SELLER shall provide  
232 access and utilities service to the Property to facilitate the walk-through inspection.

233 If SELLER fails to maintain the Property or the Personal Property as required in this Standard, or if the Property or Personal Property  
234 suffers any loss or damage prior to the Closing Date, SELLER shall, at BUYER's request, either restore the Property and/or Personal Property  
235 to the condition required by this Standard prior to the Closing Date, or provide a credit acceptable to BUYER at closing equivalent to the  
236 estimated cost of the repairs and/or replacements required to restore the Property and/or Personal Property to the condition required by this  
237 Standard, failing which, SELLER shall escrow at closing a sum equivalent to 200% of the estimated costs for payment to appropriately licensed  
238 contractor(s) performing the repairs and/or replacements.

239 Notwithstanding the foregoing, if any casualty loss or damage occurring after the Effective Date of this Contract renders the Property at  
240 closing either: (a) uninsurable under the residential underwriting standards of the Citizens Property Insurance Corporation, or (b) unfit for  
241 habitation under state or local building codes, either BUYER or SELLER may terminate this Contract.

242 **STANDARD E—SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable: (1) the title evidence or  
243 credit specified in Standard B; (2) if the Property is located in Lee or Charlotte County, the premium for the owner's title insurance policy issued  
244 by the closing agent selected by BUYER, and the charges for title search and title continuation through the date of deed recording; (3)  
245 preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with warranties of ownership and  
246 freedom from encumbrances, condominium/homeowner association estoppel letter(s), broker compensation verifications; tenant estoppel  
247 letter(s), copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form

248 sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter from existing creditor/lender(s); (5) documentary stamp tax on  
249 deed; (6) real estate brokerage compensation contractually agreed to by SELLER (to be disbursed by closing agent at closing); (7) utility  
250 services to the Closing Date; (8) any condominium/homeowner association special assessments and governmentally imposed liens or special  
251 assessments which are SELLER's obligation under Paragraph 6; (9) SELLER's attorney fees, (10) if SELLER is subject to withholding under  
252 FIRPTA, charges associated with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or  
253 tax return related thereto; (11) reimbursement of prepaid estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees  
254 associated with transfer(s) of SELLER proceeds and payoffs.

255 **STANDARD F—BUYER'S INSTRUMENTS AND EXPENSES.** BUYER shall pay for and provide, when applicable, including any sales tax due  
256 thereon: (1) recording fee for deed; (2) all costs of any institutional loan secured by BUYER; (3) the premium for creditor/lender title insurance  
257 policy, and if the Property is located in Collier County, the premium for the owner's title insurance policy issued by the closing agent selected  
258 by BUYER and the charges for title search, and title continuation through the date of deed recording; (4) recording membership approval;  
259 (5) survey charges; (6) condominium/homeowner association membership transfer fee; (7) condominium/homeowner association resale  
260 transfer fee/capital contribution; (8) any pending homeowner/condominium association special assessments and governmentally imposed liens  
261 or special assessments which are not SELLER's obligation under Paragraph 6; (9) real estate brokerage compensation contractually agreed to  
262 by BUYER (to be disbursed by closing agent at closing); (10) BUYER's attorney fees; (11) BUYER shall promptly pay and indemnify and hold  
263 SELLER harmless against any claims or liens upon the Property for surveyor or other services furnished to the Property at the request of  
264 BUYER; (12) code enforcement/municipal lien search fees, (13) reimbursement of prepaid application fees and other costs advanced on behalf  
265 of BUYER; and (14) reimbursement to the closing agent of any deposit and closing funds shortages due to deduction of wire fees.

266 **STANDARD G—PRORATIONS; CREDITS.** These items will be prorated as of the Closing Date, with BUYER charged with and entitled to the  
267 Closing Date, or the possession date, whichever is earlier: (1) real and personal property taxes based on the current year, if available. If not  
268 available, the taxes shall be based on the TRIM "Your Taxes This Year if PROPOSED Budget is Adopted" amount and current year non-ad  
269 valorem amount(s), if available; otherwise the prior year non-ad valorem amounts. If neither the current year tax nor TRIM amounts are  
270 available, the taxes shall be based on the prior year's bill (without discount or exemptions no longer available in the year of closing). If  
271 completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which  
272 did not exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year  
273 taxable value of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable  
274 value is not fixed, the taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the  
275 purchase price. A tax proration based upon any estimated tax shall, at the request of either party, be re-prorated based on the actual tax bill  
276 amount with maximum discount; (2) interest on any assumed indebtedness; (3) rents; (4) condominium/homeowner association assessments  
277 and CDD/MSTU operating and maintenance assessments; (5) county waste assessments; (6) appliance service contracts assumed by  
278 BUYER; and (7) propane gas. BUYER shall receive from SELLER at closing a credit equivalent to the amount of any security deposit and  
279 prepaid rents held by SELLER, and any accrued interest thereon, or alternatively, ownership or an assignment of the account in which the  
280 deposits and prepaid rents, and any accrued interest thereon, are held.

281 **STANDARD H—HOMEOWNERS' ASSOCIATION DISCLOSURE.** If the Property is located within and governed by any mandatory  
282 homeowners' association, the following provisions are incorporated into this Contract:

283 **IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE**  
284 **PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY**  
285 **DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL**  
286 **WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY**  
287 **PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL**  
288 **TERMINATE AT CLOSING.**

289 **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE "HOMEOWNERS' ASSOCIATION**  
290 **DISCLOSURE SUMMARY," WHICH IS ATTACHED TO AND MADE A PART OF THIS CONTRACT.**

291 **STANDARD I—CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the following  
292 provisions are incorporated into this Contract: **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE**  
293 **BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE**  
294 **OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF**  
295 **CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST**  
296 **RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO**  
297 **REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY**

298 EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL  
299 HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE  
300 ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS  
301 AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT  
302 CLOSING. BUYER shall also be entitled to receive a copy of the Condominium Governance Form required by Florida Statutes, and the above  
303 stated right of BUYER to cancel this Contract shall apply to BUYER's receipt of said governance form in the same manner as applies to the  
304 other above-referenced condominium documents. BUYER, by its execution of this Contract, hereby requests a current copy of the above  
305 referenced condominium documents and Condominium Governance Form.

306 **STANDARD J—CONDOMINIUM/HOMEOWNER ASSOCIATION PROVISIONS; MEMBERSHIP APPROVAL.** Any condominium/homeowner  
307 association reserve account(s) is included in the purchase price. If association membership approval is required, BUYER shall, not later than  
308 10 days after the Effective Date, make application for same in the name(s) in which title will be taken, and shall comply with all governing  
309 requirements of the association and be responsible for securing membership approval. If no approval has been obtained prior to closing, either  
310 BUYER or SELLER may terminate this Contract. SELLER shall obtain a letter(s) from the association(s) which sets forth the amounts, periods  
311 and payment status of assessments and transfer fees and resale capital assessments, and deliver same to the BUYER not later than 15 days  
312 prior to the Closing Date. Some condominiums exist upon a leasehold estate or have associated recreational leases which may require the  
313 payment of rents, taxes, maintenance, replacement and repair. BUYER takes title subject to any such lease. If the condominium exists solely  
314 upon a leasehold estate, SELLER will assign its sublease to BUYER at closing.

315 **STANDARD K—CREDITOR/MORTGAGE LENDER POLICIES.** If BUYER elected to obtain mortgage financing under Paragraph 4.B., the  
316 policies of the creditor/lender shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

317 **STANDARD L—ESCROW; ESCROW AGENT(S).** The escrow agent who accepts in escrow the deposit(s) paid under this Contract (the  
318 "Escrow Agent") shall hold the deposit(s) within the State of Florida in escrow until the earlier of: (1) delivery to another Escrow Agent for  
319 closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is authorized to  
320 so transfer the funds and is relieved of all liability for the funds delivered); (2) delivery of the deed, with payment of the deposit(s) as part of the  
321 purchase price of the Property; (3) such time as BUYER may be entitled to return of the deposit(s); or (4) delivery pursuant to written direction  
322 of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party(ies) entitled thereto. The Escrow Agent shall not be  
323 liable for the payment of any interest, damages, attorney fees or court costs in any action brought to recover the deposit(s) held in escrow, or  
324 any part thereof, unless the Escrow Agent shall fail or refuse to pay over any such deposit(s) pursuant to a judgment, order or decree that shall  
325 be final beyond possibility of appeal. In any proceeding which litigates the disposition of the deposit(s), the Escrow Agent shall be entitled to be  
326 paid reasonable attorney fees and court costs, which shall be paid by the non-prevailing party. The Escrow Agent has no duty to collect or  
327 attempt to collect any deposit or check given as a deposit, but shall give the parties written notice of: (a) any deposit that is not received not  
328 later than 5 days after its due date, and (b) any deposit check that is not paid on presentation, not later than 5 days of learning of its dishonor.  
329 If the Escrow Agent is a licensed real estate broker, the Escrow Agent shall comply with the requirements of Chapter 475, Florida Statutes.

330 **STANDARD M—FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) WITHHOLDING.** A SELLER who is a U.S. citizen or  
331 resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a foreign person  
332 or entity, BUYER shall deduct and withhold from the purchase price, or collect from SELLER if the net proceeds are insufficient, 15% of the  
333 purchase price, (the "Withholding Amount"), and remit same to the Internal Revenue Service (the "IRS") within 10 days after the Closing Date,  
334 unless: (1) the purchase price is not more than \$300,000.00 and BUYER executes a sworn certification at closing attesting that BUYER is  
335 acquiring the Property for use as a residence; i.e. that BUYER or a member of BUYER's family has definite plans to reside at the Property at  
336 least 50% of the number of days the Property is used by any person in each of the first two 12-month periods immediately following the  
337 closing, in accordance with the Internal Revenue Code and all applicable regulations (the "BUYER's Residential Use Certification"), in which  
338 event the Withholding Amount is \$0; or (2) the purchase price is greater than \$300,000.00 but not more than \$1,000,000.00 and BUYER  
339 executes a BUYER's Residential Use Certification, in which event the Withholding Amount is reduced to 10% of the purchase price. If SELLER  
340 furnishes to BUYER, not later than the Closing Date, proof of submittal to the IRS of an application for withholding certificate, the closing agent  
341 (or other third party mutually designated by SELLER and BUYER) shall hold the applicable Withholding Amount in escrow pending receipt of  
342 the withholding certificate, shall remit the sum reflected in the withholding certificate to the IRS within 10 days of receipt of the withholding  
343 certificate, and shall promptly refund any remaining balance to SELLER. SELLER shall hold BUYER harmless and indemnify BUYER for not  
344 withholding or collecting the applicable Withholding Amount or for withholding and remitting only the reduced amount reflected in the  
345 withholding certificate. BUYER shall provide to SELLER evidence of remittance of all or any portion of the applicable Withholding Amount. The

346 failure of either party to comply or to allow compliance with the requirements of FIRPTA and related regulations shall constitute a breach of this  
347 Contract.

348 **STANDARD N—QUICK CLOSING; INSURABILITY; CLOSING DATE EXTENSION.** Except with respect to the Clearance Period in Standard  
349 B, if the Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by the deadlines set  
350 forth in this Contract, the parties agree to undertake and complete all performances, inspections, surveys, examinations, delivery of  
351 documents, notices, satisfaction of contingencies and all other actions required of or allowed to either party prior to the Closing Date, except  
352 that the statutory time period set forth in Standards H and I shall not be affected by this provision. If BUYER is unable to obtain hazard, flood,  
353 wind or homeowners insurance at a reasonable rate due to extreme weather conditions, BUYER may delay the Closing Date up to 5 days after  
354 such coverage becomes available. If such coverage does not become available for a period of 30 continuous days, either SELLER or BUYER  
355 may terminate this Contract.

356 **STANDARD O—DEFAULT AND REMEDIES.** If BUYER does not perform BUYER's obligations hereunder (except as excused by SELLER's  
357 default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If SELLER does not  
358 perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this Contract by a suit for specific  
359 performance, damages, or may terminate this Contract.

360 **STANDARD P—LITIGATION; ATTORNEY FEES AND COSTS.** In connection with any litigation concerning this Contract, venue shall be in  
361 the county where the Property is located, and the prevailing party shall be entitled to recover reasonable attorney fees and court costs,  
362 including on any appeals, from the non-prevailing party. The term "prevailing party" shall include SELLER, BUYER, and any broker acting in an  
363 agency or non-agency relationship recognized under Chapter 475, Florida Statutes. For purposes of this Standard, any such broker shall be an  
364 intended third party beneficiary.

365 **STANDARD Q—NOTICES, DISCLOSURES, AND DOCUMENTS.** All notices and disclosures must be in writing. Unless a party is  
366 required by law to deliver notices, disclosures, or documents directly to the other party, all notices and disclosures required or permitted under  
367 this Contract shall be effective when given by a party or that party's broker or attorney to the other party or said other party's broker or attorney.  
368 Delivery of homeowners' or condominium documents required under Standards H and I respectively to BUYER's broker or attorney shall not  
369 constitute delivery to the BUYER.

370 **STANDARD R—MISCELLANEOUS.** (1) The parties have agreed to deal in good faith with respect to all provisions of this Contract. (2) The  
371 singular case or tense shall include the plural case or tense. (3) This Contract may only be modified in writing signed by the parties. (4) Except  
372 as otherwise specifically provided, all references to days shall mean calendar days. (5) Except as otherwise specifically provided, all deadlines  
373 shall expire at 11:59 PM Eastern Time. Except as otherwise expressly provided by law, if the Closing Date, any deadline or the last day of any  
374 time period falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following business day. (6) As used  
375 herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations or business entities, and their  
376 respective licensees involved in this transaction. (7) All title evidence, condominium documents and other documents provided to BUYER by or  
377 on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is terminated. (8) If  
378 either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to the other party,  
379 whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and effect, and the  
380 parties shall have no further liability to one another hereunder except as set forth herein. (9) The headings used in this Contract are for  
381 convenience of reference only and shall not be used for interpreting the meaning of any provisions of this Contract. (10) All provisions of this  
382 Contract which by their nature or context require performance or provide rights after the Closing Date, including without limitation the  
383 provisions of Standard P, shall survive closing. (11) Signatures and initials communicated by electronic or facsimile transmission shall be  
384 binding. (12) A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as  
385 an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other  
386 applicable laws. (13) This Contract and any addenda and amendments hereto may be signed in counterparts, and said counterparts shall  
387 collectively constitute the entire agreement of the parties. (14) Upon reasonable notice, SELLER shall provide access to the Property to  
388 appraiser(s) and surveyor(s) retained by BUYER. (15) SELLER and BUYER authorize the closing agent to provide copies of the American  
389 Land Title Association (ALTA) and other settlement statements to all brokers and attorneys associated with this transaction.

390 **STANDARD S—NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into this  
391 Contract. BUYER's decision to buy was based upon BUYER's own investigations of the Property. BUYER holds the broker(s) harmless from  
392 all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, or SELLER's representations



393 regarding the Property's condition, or from broker's referral, recommendation, or retention of any vendor. The parties agree that assistance to a  
394 party by a broker does not, and will not, make the broker responsible for performance.

395 **STANDARD T—BINDING CONTRACT; LEGAL COUNSEL.** THE PARTIES ARE NOT REQUIRED TO USE ANY PARTICULAR FORM OF  
396 CONTRACT. TERMS AND CONDITIONS SHOULD BE NEGOTIATED BASED UPON THE RESPECTIVE INTERESTS, OBJECTIVES AND  
397 BARGAINING POSITIONS OF THE PARTIES. APPROVAL OF THIS FORM BY THE COLLIER COUNTY BAR ASSOCIATION AND  
398 ASSOCIATIONS OF REALTORS DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND CONDITIONS IN THIS  
399 CONTRACT SHOULD BE ACCEPTED BY A PARTY IN A PARTICULAR TRANSACTION. THIS IS A LEGALLY BINDING CONTRACT  
400 FORM. EACH PARTY ACKNOWLEDGES THAT PRIOR TO SIGNING THE CONTRACT, THE CLOSING EXPENSES HAVE BEEN  
401 EXPLAINED, REAL ESTATE TRANSACTION STANDARDS A THROUGH T HAVE BEEN RECEIVED AND REVIEWED, AND THAT PARTY  
402 HAS BEEN ADVISED BY THE REAL ESTATE BROKER TO SEEK LEGAL COUNSEL AND TITLE INSURANCE TO PROTECT THAT  
403 PARTY'S INTEREST IN CONNECTION WITH THE TITLE STATUS AND CLOSING OF THIS TRANSACTION. BUYER AND SELLER ARE  
404 ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, PROPERTY CONDITION, ENVIRONMENTAL, AND  
405 OTHER SPECIALIZED ADVICE. THIS CONTRACT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO,  
406 THEIR HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND SUCCESSORS IN INTEREST.

407 **OTHER TERMS AND CONDITIONS:**

408 Seller agrees to pay up to 3% of the sales price towards buyer's HUD related closing costs.

409 \_\_\_\_\_  
410 \_\_\_\_\_  
411 \_\_\_\_\_  
412 \_\_\_\_\_  
413 \_\_\_\_\_  
414 \_\_\_\_\_

415 **ADDENDUM:** The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

416 \_\_\_\_\_  
417 \_\_\_\_\_  
418 \_\_\_\_\_  
419 \_\_\_\_\_

420 To the extent such Addendum/Addenda terms conflict with the terms of this Contract, the Addendum/Addenda terms shall control.

421 **THE REAL ESTATE TRANSACTION STANDARDS SHALL NOT BE REVISED OR MODIFIED EXCEPT IN THE OTHER TERMS AND**  
422 **CONDITIONS AND/OR ADDENDUM/ADDENDA.**

[Signature Box]

(Seller's Signature)

(Date)

[Signature Box]

(Buyer's Signature)

(Date)

Mr. Seller

(Seller's Printed Name)

New Homeowner

(Buyer's Printed Name)

[Signature Box]

(Seller's Signature)

(Date)

[Signature Box]

(Buyer's Signature)

(Date)

Mrs. Seller

(Seller's Printed Name)

New Homeowner

(Buyer's Printed Name)

423

**REJECTION OF OFFER**

424 SELLER rejects BUYER'S offer on \_\_\_\_\_ (Insert Date).

[Signature Box]

(Seller's Signature)

[Signature Box]

(Seller's Signature)

425

**IDENTIFICATION OF BROKERS AND LICENSEES**

426 Listing Brokerage: Other Brokerage Selling Brokerage: AGENCY239 - SWFL Real Estate Team

427 Listing Licensee: Seller's Agent Selling Licensee: Your Buyer's Specialist

428 IDENTIFICATION OF ESCROW AGENT Escrow Agent's Name: Title Company

429 Escrow Agent Address: 12345 Tamiami Trail N • Naples, FL 34109

430 Escrow Agent Telephone: 239.123.4567 Fax: \_\_\_\_\_ Email: Title@TitleCompany.com

431

432 THIS CONTRACT SHALL NOT MODIFY THE LISTING CONTRACT OR ANY MLS OR OTHER OFFER OF COMPENSATION

433 MADE BY SELLER OR LISTING BROKER TO COOPERATING BROKERS.