

# Exclusive Right of Sale Listing Agreement



This Exclusive Right of Sale Listing Agreement ("Agreement") is between QUYEN DAO, DUSTIN KHONG, MAI DAO AND JONAHAN TA. ("You") and Coldwell Banker Residential Real Estate LLC ("Broker").

Your mailing address: 25580 FISHERS HILL CT CHANTILLY, VA. 20152

Telephone: 202-551-7116 Cell Phone: 703-875-5391 Email: hotaquyendaot@gmail.com

**1. EXCLUSIVE RIGHT OF SALE:** In consideration of the covenants herein, You hereby grant Broker the exclusive right to sell the real and personal property described below (collectively, "Property") for the price and terms stated herein:

Property Street Address: 3873 LONG BRANCH LN APOKA, FL. 32712

Legal Description: ROCK SPRINGS Ridge Phase IV-B 55/103 LOT 204

You represent that You are the owner(s) of the Property and have full legal authority to convey marketable title and that the Property is not currently occupied by a tenant. If occupied, the Property will be vacant on 4-1-17

**2. TERM:** This Agreement will begin on 2-27-17 and end on the later of 11:59 p.m. on 6-27-17 or any extended date agreed to in writing (hereafter, the "Termination Date"). If You enter into a contract for sale, this Agreement will automatically extend through the date of the closing of the contract. If a contract entered into on or before the Termination Date does not close, this Agreement will automatically be extended for the number of days the Property was under contract. If the Property is leased, this Agreement will automatically extend until the end of the lease period, plus additional time equal to the number of days between the lease commencement date and the Termination Date. While leased, Broker may, in its discretion, continue or suspend marketing the Property for sale and You agree to promptly notify Broker upon entering into a lease and at the end of the tenancy.

**3. PRICE AND TERMS:** The Property is offered for sale on the following terms:

a) Price: \$ 309,000 K (Price includes all fixtures, major appliances, and other personal property/furnishings identified as follows (use additional page if needed): \_\_\_\_\_).

b) Payment/Financing Terms (check all that apply):

i. ☒ Cash, ☒ Conventional Financing, ☒ VA Financing, ☒ FHA Financing

ii. ☐ Seller Financing: You will offer financing in the form of a purchase money mortgage up to \$ \_\_\_\_\_ upon the following terms: \_\_\_\_\_ % of the purchase price; \_\_\_\_\_ years; \_\_\_\_\_ % interest; other terms: \_\_\_\_\_

iii. ☐ Assumable Mortgage.

**4. BROKERAGE RELATIONSHIP, OBLIGATIONS AND AUTHORITY.** You acknowledge that Broker is representing You in a Transaction Brokerage relationship pursuant to Florida law. Broker will to make diligent and continued efforts to sell the Property during the term of this Agreement. You authorize Broker to: (a) advertise the Property (including the address) as Broker deems advisable, in its sole discretion, in newspapers, publications, internet, or other media; (b) opt-out of (i) blogging ☒ Yes or ☐ No, and (ii) automated estimated valuation feature ☒ Yes or ☐ No, on virtual office websites; (c) use appropriate transaction signs on the Property, including "For Sale" and "Sold" signs (once You sign a sales contract); (d) use Your name in connection with the marketing and advertising of the Property; (e) obtain information relating to mortgage(s) on the Property; (f) place the Property and all transaction information in a multiple listing service ("MLS"); (g) use a lock box system to show and access the Property (You agree to secure or remove valuables as a lock box does not ensure the security of the Property); (h) ☐ withhold verbal offers (if checked), and (i) to divulge the existence of offers on the Property in response to inquiries from buyers or cooperating brokers.

**5. SELLER OBLIGATIONS AND REPRESENTATIONS:** You agree to: (a) cooperate with Broker in carrying out the purpose of this Agreement, including not listing the property for lease with any other broker and immediately referring all inquiries to Broker; (b) give Broker keys to the Property and make the Property available to show during reasonable times; (c) promptly inform Broker in writing if You receive a notice of mortgage default or foreclosure (in which event Broker may, at its option, terminate this Agreement); (d) comply with the Foreign Investment In Real Property Tax Act; (e) consult appropriate professionals for legal, tax, zoning, permitting, square footage, property condition or size, environmental, and other specialized advice (You acknowledge that Broker and its salespersons are not qualified or authorized to give such advice and, if given, You will not rely on such advice); and (f) make all legally required disclosures, including all facts that may materially affect the Property's value and are not readily observable or known by the buyer. You represent and warrant that (i) You know of no such material facts except those set forth in the Your Property Disclosure Statement, (ii) no one has any right to purchase or lease the Property or any portion thereof by virtue of any agreement, option or right of first refusal except as expressly disclosed in paragraph 17, and (iii) there are no prior listing or other brokerage agreements affecting the Property or Broker's rights hereunder that have not been lawfully terminated.

**6. COMPENSATION:** You will compensate Broker as follows:

a) \$345.00 and (choose one) ☐ 7%, ☐ 7½%, ☐ 8%, ☐ 9%, ☐ 10%, or 6 % (7% if left blank) of the total purchase price (the "Commission"). The Commission will not be due or owing until closing, except if You: (i) during the term of this Agreement, transfer the Property or any interest therein, whether by sale, lease, exchange, option, sale of stock, governmental action, foreclosure, agreement for deed, or any other means, regardless of who procured the buyer or transferee; (ii) refuse to cooperate in carrying out the purpose of this Agreement; (iii) refuse to accept an offer at the price and terms stated in this Agreement, default on an executed contract, or agree with a buyer to cancel an executed contract; (iv) terminate the Agreement prior to the Termination Date (regardless of any other provision allowing early termination or cancellation), unless agreed to in writing by Broker's Branch Manager (who has the sole and exclusive authority to terminate this Agreement regardless of who signed this Agreement), or (v) enter into an agreement within 180 days after the Termination Date ("Protection Period"), to sell, transfer, lease, exchange or option the Property or any interest therein to a buyer with whom You, Broker, or any real estate licensee communicated regarding the Property prior to the Termination Date, and the transaction thereafter closes at any time; provided, however, that the Commission will not be due under this subsection 6(a)(v) if You enter into an exclusive listing agreement with another broker after the Termination Date, the Property is sold through that broker and You pay a commission at least equal to the Commission. For Commission owed pursuant to subsections (ii), (iii), or (iv) above, the Commission will be the amount set forth above (percentage will be calculated on the list price in paragraph 3(a)).

b)      % of the gross lease value (10% if left blank) is due on the date that You enter into a lease. If You sell the Property to a tenant placed at the Property prior to the Termination Date, whether by Broker, You, or otherwise (or to any member of that tenant's immediate family or any entity or trust in which the tenant or family member has an interest), whether such sale closes before or after the Termination Date, You will pay Broker the Commission in paragraph 6(a) above.

c) Retained deposits: In the event that You retain any deposits in connection with a transaction that does not close for any reason, Broker will be entitled to receive 50% of all such retained deposits, not to exceed the Commission.

**7. THIRD PARTY VENDORS:** Broker may provide You with names of vendors or service providers (including, but not limited to, attorneys, title agents, inspectors, engineers, contractors, repairpersons) that other customers have used or of whom Broker is aware and doing so will not in any way be construed as a recommendation or endorsement of, nor is Broker warranting the work of, any such vendors or service providers. The final choice of any vendor or service provider rests solely with You and You are not obligated in any way to use such providers.

**8. INDEMNIFICATION:** You agree to indemnify 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 (a) Your negligence, representations, omissions, actions, or inactions, (b) any injuries suffered by any person from pets or other animals on the Property, any loss or theft relating to the use of a lock box or from Your failure to remove or secure valuables during Open Houses or showings, (c) the existence of undisclosed material facts about the Property, (d) Your use of a third party vendor or service provider whose information was provided to You by Broker; or (e) any claim by another broker arising out of your relationship or dealings with such broker.

**9. GOVERNING LAW, VENUE, LIMITATION OF LIABILITY, AND WAIVER OF JURY TRIAL:** This Agreement will be construed under Florida law. In the event of litigation involving Broker in any way arising out of or relating to this Agreement, the Property, or the relationship created hereunder, venue will be exclusively in Broward County, Florida. In any claim for damages of any kind by You against Broker (including negligence), Your damages will not exceed the Commission that Broker was paid, or would have been paid, in connection with the sale. **BROKER AND YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION.**

**10. ACKNOWLEDGEMENTS:** Broker's policy is to cooperate with, and compensate, a broker who is the legal and procuring cause of a buyer of the Property and will offer compensation from the Commission through the MLS of 3 % of the total purchase price. Broker will have the right, in its discretion, to increase or decrease the offer of compensation to cooperating brokers and will notify You of any such change; provided, however, that You will not be obligated to pay more than the Commission. This Agreement does not guarantee a sale. If acting as escrow agent, Broker will deposit escrow funds ("Deposit") in a non-interest bearing account at Comerica Bank ("Bank"), a state-chartered bank insured by the Federal Deposit Insurance Corporation ("FDIC"). FDIC deposit insurance applies to a maximum amount of \$250,000 per depositor for deposits held in the same legal ownership category at each bank ("FDIC Limit"). For example, the Deposit will be combined with any individual accounts held directly by You at the Bank. You are responsible for monitoring the total amount of deposits that You own, directly or indirectly, in the Bank. If You have questions, contact Your financial or legal advisors or go to [www.fdic.gov/deposit/deposits/index.html](http://www.fdic.gov/deposit/deposits/index.html). Broker does not guarantee the solvency of any bank into which funds are deposited and does not assume any liability for any loss You incur due to the failure, insolvency or suspension of operations of any bank or the FDIC Limit. The Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other status or class protected by law.

**11. MISCELLANEOUS:** This Agreement is binding on Broker's and Your heirs, personal representatives, administrators, successors and assigns. Broker may assign this Agreement to another Coldwell Banker office. The term "buyer" includes

buyers, tenants, exchangers, optionees and other categories of potential or actual transferees, and members of their immediate families or any entity or trust in which they have an interest. For purposes of paragraphs 4, 5, 7, 8 and 9 the term "Broker" includes Broker's representatives and employees. Time is of the essence. Paragraphs 6, 7, 8, 9, 11 and 13 will survive the termination or expiration of this Agreement.

**12. LIEN RIGHTS:** Pursuant to Fla. Stat. §475.42(1)(i), You authorize Broker to record a lien against the Property to secure payment hereunder, and waive all homestead rights and defenses in any lien foreclosure action.

**13. FRAUDULENT WIRE INSTRUCTIONS:** Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. **Broker strongly recommends that You, Your lawyers and others working on a transaction refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When You need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, we strongly recommend using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, before You wire any funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally call them to confirm it is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). You should call them at a number that You obtain on Your own (e.g., the sales contract, their website, etc.) and not use the number in the email in order to be sure that You are contacting a legitimate party.**

**14. ENTIRE AGREEMENT:** This Agreement is the entire agreement between You and Broker with respect to the sale of the Property, may only be modified in writing by You and Broker, and may be executed electronically, in counterparts and via facsimile. If any provision is or becomes invalid or unenforceable, all remaining provisions remain in effect.

**15. HOME WARRANTY:** You ☐ do or ☒ do not wish to participate in a home warranty protection plan.

**16. RELOCATION:** You ☐ do, ☒ do not request relocation assistance from Broker. Destination city: \_\_\_\_\_

**17. SPECIAL CLAUSES:**

**This is intended to be a binding contract. Neither Broker nor its representatives make any representations as to the legal effect or tax consequences of this Agreement or the transactions contemplated herein. If You do not fully understand this contract, consult an attorney before You sign it.**

By signing below, You understand and agree to all of the terms and conditions of this Agreement and acknowledge receipt of a copy within 24 hours of Broker's acceptance.

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Seller			Date
<div style="border: 1px solid black; width: 300px; height: 30px; display: flex; align-items: center; justify-content: center;"><div style="border-right: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div style="width: 280px; height: 20px;"></div></div>	<div style="border-right: 1px solid black; width: 20px; height: 20px; margin-bottom: 5px;"></div> <div style="border-right: 1px solid black; width: 20px; height: 20px;"></div>	<div style="border-right: 1px solid black; width: 20px; height: 20px; margin-bottom: 5px;"></div> <div style="border-right: 1px solid black; width: 20px; height: 20px;"></div>	<div style="border-right: 1px solid black; width: 20px; height: 20px; margin-bottom: 5px;"></div> <div style="border-right: 1px solid black; width: 20px; height: 20px;"></div>
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For: Coldwell Banker Residential Real Estate      Date

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT



To: QUYEN DAO

Date: 2-23-17 From: Coldwell Banker Residential Real Estate

**Property:** If this form is being provided to you as the seller, then this form refers to the property being sold. If this form is being provided to you as a buyer or prospective buyer, then this form refers to any property that you may consider purchasing with the assistance of Coldwell Banker Residential Real Estate.

This is to give you notice that Coldwell Banker Residential Real Estate ("Broker"), a subsidiary of Realogy Holdings Corp., is part of the NRT LLC family of real estate brokerage companies and has a business relationship with the companies listed below in this Statement. Realogy Holdings Corp. owns 100% of NRT LLC, which owns 100% of Broker. Realogy Holdings Corp. also owns 100% of each company listed below, except for the mortgage lender, in which Realogy Services Venture Partner LLC, a subsidiary of Realogy Holdings Corp., has a 49.9% ownership interest. Realogy Holdings Corp. also owns the franchisors of the BETTER HOMES & GARDENS® REAL ESTATE, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, ERA®, AND SOTHEBY'S INTERNATIONAL REALTY® franchise systems. Because of these relationships, Broker's referral of business to any of the companies listed below may provide herein a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES OR RANGE OF CHARGES
<b>PHH Home Loans, LLC and PHH Home Loans, LLC d/b/a Coldwell Banker Home Loans</b>  <b>PHH Home Loans, LLC d/b/a Cartus Home Loans</b>  <b>PHH Home Loans LLC d/b/a Sunbelt Lending Services</b>  Provides a full range of residential mortgage loan products and services.	Loan origination fee  Loan discount fee/points  Application fee	0% - 2% of loan amount  0% - 5% of loan amount  \$0.00 - \$850.00 (included in loan origination charge)
<b>St. Joe Title Services LLC d/b/a Sunbelt Title Agency</b> Provides the policy that insures against loss due to certain title defects.	Owner's Title Policy: (premium based on property value; rates do not include discounts, if any, for reissue, simultaneous issue, or new home purchase, or other requested items, endorsements, and services.)  Lender's title policy (if issued simultaneously with Owner's policy)  Settlement/closing fee  Title Search	\$5.75 per thousand up to \$100K, thereafter \$5.00 per thousand over \$100K up to \$1M, \$2.50 per thousand over \$1M up to \$5M, \$2.25 per thousand over \$5M up to \$10M, \$2.00 per thousand over \$10M  \$100 - 450  \$0 - \$755  \$90.00 - \$500.00
<b>Castle Edge Insurance Agency, Inc.</b> Provides insurance agency services for homeowner's insurance.	Homeowner's insurance premium:	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling
<b>Cartus Corporation</b> Provides relocation, assignment management and cooperative real estate brokerage services to its corporate and government clients and its network of real estate brokerage companies.	Cooperative real estate brokerage commission	The Cartus referral commission varies, but is generally paid to Cartus (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5% - 40%) of the real estate broker's commission on a transaction side, and may be shared by Cartus with other brokers.
<b>Other NRT LLC Real Estate Brokerage Companies and Other Franchisees</b> In certain markets other NRT LLC subsidiaries provide real estate brokerage services under Coldwell Banker, Corcoran, CitiHabitats, Sotheby's International Realty, Climb Real Estate, and ZipRealty trade names. Also note that in other markets, franchisees of Realogy Holdings Corp. subsidiaries provide real estate brokerage services as franchisees of Better Homes & Gardens, Coldwell Banker, Coldwell Banker Commercial, Century 21, ERA and Sotheby's International Realty.	Real estate brokerage commission  Cooperative real estate brokerage commission	3 - 10% of sales price of the property depending on multiple factors including type of property, transaction side, services, region and transaction structure. However, commissions vary per agreement with each customer and may be negotiated, in whole or in part, as fixed amounts, such as a fixed amount in lieu of all or part of a percentage, or an amount such as \$100 - \$1000 in addition to a percentage. In addition, referral commissions vary, but are generally paid by a real estate broker as a percentage (approximately 25% - 50%) of the real estate broker's commission on a transaction side.

In addition to the affiliated business relationships described above, Broker has a business arrangement with American Home Shield Corporation ("AHS"). While Broker, Realogy Holdings Corp., and NRT LLC, including their subsidiaries and affiliates, do not have any ownership interests in AHS, they may receive fees from AHS in return for their performance of services.

## ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Broker is referring me/us to purchase the above-described settlement service(s) and that Broker, Realogy Holdings Corp., NRT LLC, their employees and/or subsidiaries and affiliates may receive a financial or other benefit as the result of this referral.

☒ X  
Buyer's or Seller's Signature

Date

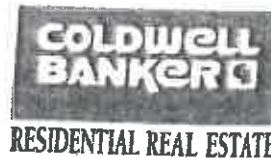
☒ X  
Buyer's or Seller's Signature

Date



# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between

Quyen DAO, DUSTIN VOONG, MAI DAO & JONATHAN TA (SELLER)  
and \_\_\_\_\_ (BUYER)  
concerning the Property described as 3873 LONG BRANCH LN APOKA FL 32712

Buyer's Initials

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Seller's Initials

X	X	X	X
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## B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

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

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For Rock Springs Ridge Phase IV  
(Name of Community)

- (a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
- (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
- (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE

BUYER

DATE

BUYER

# Seller's Real Property Disclosure Statement



1. SELLER(S) NAME(S): QUYEN DAO, DUSTIN HUONG, MAI DAO, JERATHAN TA,  
Property Address: 3873 LONG BRANCH LN APOKA, FL 33712  
Is each individual named above a U.S. Citizen or resident alien? Yes ☐ No ☐  
Approximate Age of Property: 2005 Date Purchased: 7-28-2005

## 2. NOTICE TO SELLER

Each Seller is obligated to disclose to a buyer all known facts that may materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist the seller in complying with disclosure requirements and to assist the buyer in evaluating the property being considered. The listing real estate broker, the selling real estate broker and their respective representatives (collectively, "Brokers") will also rely upon this information when they evaluate, market and present the property to prospective buyers.

## 3. NOTICE TO BUYER

THIS IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OR REPRESENTATION OF ANY KIND BY THE BROKERS (NONE OF WHOM HAVE MADE ANY INDEPENDENT VERIFICATION OF THE INFORMATION CONTAINED HEREIN), AND BUYER AGREES NOT TO RELY ON THE INFORMATION CONTAINED HEREIN AS SUCH. BUYER AGREES TO INDEMNIFY AND HOLD BROKERS HARMLESS FROM ANY NON-DISCLOSURE, OMISSION, OR MISREPRESENTATION OF SELLER. SELLER SHALL NOT BE OBLIGATED TO REPAIR OR CORRECT ANY ITEM LISTED BELOW UNLESS STATED IN THE SALES CONTRACT.

## 4. OCCUPANCY

Does Seller currently occupy this property? Yes ☐ No ☐ If not, how long since Seller occupied the property? \_\_\_\_\_  
Is the property currently being leased? Yes ☐ No ☐ If yes, when does the lease expire? \_\_\_\_\_

## 5. LAND (SOILS, DRAINAGE AND BOUNDARIES)

- (a) Is there any fill or expansive soil on the property? Yes ☐ No ☐ Unknown ☐  
(b) Do you know of any sinkhole, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the property or in the immediate neighborhood? Yes ☐ No ☐  
(c) Has any insurance company paid any amounts on a sinkhole claim? Yes ☐ No ☐ If "Yes", were the full amounts of the proceeds utilized to repair the sinkhole damage? Yes ☐ No ☐ (Required pursuant to §627.7073, Fla. Stat.).  
(d) Is the property located in a flood zone or wetlands area? Yes ☐ No ☐ Unknown ☐  
(e) Do you currently have flood insurance? Yes ☐ No ☐ Is the policy assumable? Yes ☐ No ☐ Unknown ☐  
(f) Do you know of any past or present drainage or flood problems affecting the property or adjacent properties? Yes ☐ No ☐  
(g) Is the property partially or totally seaward of the Coastal Construction Control Line? Yes ☐ No ☐ Unknown ☐  
(h) Do you know of any encroachments, boundary lines disputes, or easements affecting the property? Yes ☐ No ☐  
If any of your answers in this section are "Yes," explain in detail: \_\_\_\_\_

## 6. STRUCTURAL ITEMS

- (a) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls or foundations? Yes ☐ No ☐  
(b) Have you ever filed an insurance or manufacturer's claim for defective or damaged construction materials? Yes ☐ No ☐  
(c) Are you aware of any past or present cracks or flaws in the walls or foundations? Yes ☐ No ☐  
(d) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? Yes ☐ No ☐  
(e) Have there been any repairs or attempts to control the cause or effect of any problem above? Yes ☐ No ☐ Unknown ☐  
If any of your answers in this section are "Yes," explain in detail. When describing repairs or control efforts, describe the location, date, nature of repair or control effort, and name of person who performed repair or control effort: \_\_\_\_\_

## 7. ADDITIONS/REMODELS

- (a) Have you made any additions, structural changes, or other alterations to the property? Yes ☐ No ☐  
If "Yes," did you obtain all necessary permits and approvals and was all work done in compliance with building codes? Yes ☐ No ☐ If your answer is "No," explain: \_\_\_\_\_  
(b) If in flood zone, has there been any major remodeling or additions within the past 5 years that would impact the FEMA 50% rule? Yes ☐ No ☐ Approximate cost of additions/ remodeling \$ \_\_\_\_\_  
(c) Did any former owner(s) make any additions, structural changes, or other alterations to the property? Yes ☐ No ☐ Unknown ☐ If "Yes", was all work done with all necessary permits and approvals and in compliance with building codes? Yes ☐ No ☐ Unknown ☐ If your answer is "No", explain: \_\_\_\_\_

## 8. ELECTRICAL SYSTEM

Are you aware of any problems or conditions that affect the value or desirability of the electrical system? Yes ☐ No ☐  
If "Yes," explain in detail: \_\_\_\_\_

Seller Initials X X / X X

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_

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Seller Name: Quyen DAO

Property Address: 3873 Long Branch Ln

**9. HEATING AND AIR CONDITIONING**

- (a) Air Conditioning: ☐ Central Electric ☐ Central Gas ☐ Window (#) Units Included in Sale  
 (b) Heating: ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Other  
 (c) Water Heating: ☐ Electric ☐ Gas ☐ Solar ☐ Other

Are you aware of any problems regarding these items? Yes ☐ No ☐ If "Yes," explain in detail: \_\_\_\_\_

**10. PLUMBING-RELATED ITEMS**

- (a) What is your drinking water source: Public ☐ Private System ☐ Well on Property ☐  
 (b) What is the water source for your sprinkler system, if applicable? \_\_\_\_\_  
 (c) If your drinking water is from a well, when was your water last checked for safety and what was the result of the test? \_\_\_\_\_  
 (d) Do you have a water softener? Yes ☐ No ☐ Is it Leased ☐ Owned ☐  
 (e) What is the type of sewage system: Public Sewer ☐ Private Sewer ☐ Septic Tank ☐ Cesspool ☐  
 (f) Is there a sewage or sump pump? Yes ☐ No ☐  
 (g) When was the septic tank or cesspool last serviced? \_\_\_\_\_  
 (h) Do you know of any leaks, backups, or other problems relating to any of the plumbing, water, or sewage system? Yes ☐ No ☐ If "Yes," explain in detail: \_\_\_\_\_

**11. ROOF**

- (a) Approximate age: \_\_\_\_\_ years.  
 (b) Has the roof ever leaked during your ownership? Yes ☐ No ☐ Unknown ☐  
 (c) Has the roof been replaced or repaired during your ownership? Yes ☐ No ☐  
 (d) Are you aware of any past or present hail or wind damage? Yes ☐ No ☐  
 (e) Have you ever filed an insurance or manufacturer's claim for roof defects or damage? Yes ☐ No ☐  
 (f) Do you know of any problems with the roof or rain gutters? Yes ☐ No ☐  
 If any of your answers in this section are "Yes," explain in detail: \_\_\_\_\_

**12. TERMITES, DRY-ROT, PESTS**

- (a) Do you have any knowledge of termites, dry-rot, or pests on or affecting the property? Yes ☐ No ☐  
 (b) Do you have any knowledge of any damage to the property caused by termites, dry-rot, or pests? Yes ☐ No ☐  
 (c) Is your property currently under warranty or other coverage by a licensed pest control company? Yes ☐ No ☐  
 If yes, please state the name of the company: \_\_\_\_\_  
 (d) Does the warranty cover repairs? Yes ☐ No ☐ / Does the warranty cover treatment? Yes ☐ No ☐  
 Does the warranty cover regular pest control? Yes ☐ No ☐ Does the warranty transfer to the Buyer? Yes ☐ No ☐  
 (e) Do you know of any termite or pest control reports or treatments for the property in the last five years? Yes ☐ No ☐  
 If any of your answers in this section are "Yes," explain in detail: \_\_\_\_\_

**13. EQUIPMENT AND APPLIANCES**

Mark the items that may be included in the sale of your property: ☐ Electric Garage Door Opener (\_\_\_\_ Number of Transmitters); ☐ Hurricane shutters or panels (☐ Complete ☐ Partial set); Security Alarm System (☐ Owned ☐ Leased, ☐ Monitored ☐ Non-Monitored); ☐ Lawn Sprinklers; ☐ Smoke Detectors (How many? \_\_\_\_); ☐ Automatic Timer; ☐ Swimming Pool; ☐ Pool Heater; ☐ Spa/hot tub; ☐ Pool/Spa Equipment (list): \_\_\_\_\_  
☐ Refrigerator; ☐ Stove; ☐ Oven; ☐ Microwave Oven; ☐ Washer; ☐ Dryer; ☐ Dishwasher; ☐ Trash Compactor; ☐ Intercom; ☐ Ceiling Fans; ☐ Disposal; ☐ Ice Maker; ☐ Other \_\_\_\_\_  
 Are any of these in need of repair or replacement? Yes ☐ No ☐ If "Yes," explain in detail: \_\_\_\_\_

Are you aware of any swimming pool or spa leaks? Yes ☐ No ☐ If "Yes," explain in detail: \_\_\_\_\_

**14. DOCKS, DAVITS, PIERS AND SEAWALLS**

- (a) Are you aware of any conditions that may affect the desirability, use, or function of the dock, davits, pier or seawall? Yes ☐ No ☐ If "Yes," explain: \_\_\_\_\_  
 (b) Was (is) a federal, state, or local governmental permit required for the construction or maintenance of the dock, davits, pier or seawall? Yes ☐ No ☐ Unknown ☐ If "Yes," were all appropriate permits and approvals issued for the construction and maintenance of such structures? Yes ☐ No ☐ Unknown ☐ If no, explain: \_\_\_\_\_

**15. MOLD AND TOXIC SUBSTANCES**

- (a) Are you aware of any past or present water leakage, accumulation, or dampness within the house, basement or crawl space? Yes ☐ No ☐  
 (b) Are you aware of any past or present instances of mold or water or moisture intrusion in the structure(s) on the property? Yes ☐ No ☐ If "Yes," explain in detail: \_\_\_\_\_

Seller Initials X X / X X Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Page 2 of 3

Seller Name: Quyen DAO Property Address: 3823 Long Branch Ln.

- (c) Are you aware of any past or present damage to the structure(s) on the property that resulted from water or moisture intrusion, including, but not limited to, the presence of mold? Yes ☐ No ☐  
If yes, where: \_\_\_\_\_
- (d) Are you aware of any underground tanks or potentially toxic substances present on the property (structure or soil) such as asbestos, PCB'S, accumulated radon, Chinese/defective drywall, lead paint, above ground or buried oil tanks, or others? Yes ☐ No ☐ Unknown ☐  
If "Yes," explain in detail: \_\_\_\_\_
- (e) Are you aware of whether the property has been tested for any of the items listed in (d) above? Yes ☐ No ☐ Unknown ☐  
If "Yes," explain in detail: \_\_\_\_\_
- (f) Are you aware of any repairs or other corrective or remedial measures that were undertaken as a result of the matters identified in sections (a), (b), (c), (d) or (e) above? Yes ☐ No ☐ If "Yes", explain in detail: \_\_\_\_\_

**16. CONDOMINIUMS, HOMEOWNERS ASSOCIATIONS AND COMMUNITY DEVELOPMENT DISTRICTS**

- (a) Is the property located in a Community Development District? Yes ☐ No ☐ If "Yes", is the remaining capital balance on this special tax assessment to be: ☐ assumed by Buyer, or ☐ paid in full by the Seller, at closing.
- (b) Are the recreational or common areas leased or owned by the association? ☐ Owned ☐ Leased
- (c) Is the property part of a condominium or other common ownership or is it subject to covenants, conditions, and restrictions of a homeowner's association? Yes ☐ No ☐ (If "No", ignore remainder of this section).
- (d) Is there any defect, damage, or problem with any common elements or common areas that could affect their value or desirability? Yes ☐ No ☐ Unknown ☐
- (e) Is there any condition or claim which may result in a special assessment or increase in assessments or fees? Yes ☐ No ☐ Unknown ☐
- (f) Is there any existing or threatened legal action against the association? Yes ☐ No ☐ Unknown ☐
- (g) If "Yes" to any of the above, explain in detail: \_\_\_\_\_
- (h) Do you authorize prospective buyers to contact the association as your designee to obtain all available information concerning the property and common elements? Yes ☐ No ☐
- (i) Assigned parking spaces to be conveyed with the property? Yes ☐ No ☐ How many \_\_\_\_\_ Space Nos. \_\_\_\_\_

**17. NEIGHBORHOOD/GOVERNING ASSOCIATIONS**

- (a) Are you aware of any existing condition or proposed change in your neighborhood that could adversely affect the value or desirability of the property, such as noise or other nuisance, electric and magnetic field levels, threat of condemnation or street changes? Yes ☐ No ☐ If "Yes," explain in detail: \_\_\_\_\_
- (b) If the property is located within a governing condominium, homeowners, or cooperative unit association (collectively "Association"), are you aware of anything affecting the Association which may adversely affect the value or desirability of the property, such as pending assessments, major repairs under consideration, litigation, financial instability of the association, etc.? Yes ☐ No ☐ If "Yes," explain in detail: \_\_\_\_\_

**18. OTHER MATTERS**

- (a) Is there any existing or threatened legal action affecting the property? Yes ☐ No ☐ Unknown ☐
- (b) Do you know of any violations of local, state, or federal laws or regulations relating to this property? Yes ☐ No ☐
- (c) Is there anything else that you feel you should disclose to a prospective Buyer because it may materially affect the value or desirability of the property (e.g., zoning or code violations, nonconforming units, setback violations, potential zoning or road changes, etc.)? Yes ☐ No ☐ If your answers to (a), (b) or (c) are "Yes," explain in detail: \_\_\_\_\_
- (d) Is there an existing home warranty in place? Yes ☐ No ☐ If "Yes", company name: \_\_\_\_\_
- (e) Does the warranty automatically transfer to the Buyer? Yes ☐ No ☐ Explain: \_\_\_\_\_

**ACKNOWLEDGMENT OF SELLER**

Seller acknowledges and represents that the information in this Disclosure Statement is accurate and complete and Seller agrees to notify the listing broker in writing immediately if any information becomes inaccurate in any way through the passage of time. Seller represents that Seller, and not the Brokers, have filled out this Disclosure Statement and that Seller is not relying on the Brokers for any of the information contained herein. Seller authorizes the Brokers to provide this information to prospective buyers.

<u>X</u> Seller: _____	<u>X</u> Date: _____
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**ACKNOWLEDGMENT OF BUYER**

Buyer acknowledges and represents that the Buyer has received this Real Property Disclosure Statement, has been advised to have the property examined by professional inspectors to evaluate its conditions and to investigate every aspect of the property that could be important to Buyer. Buyer acknowledges that the Brokers are not qualified to conduct such professional inspections or to inspect or detect physical defects in the property, and the Brokers have not undertaken any independent investigation to verify the accuracy of the information contained in this Disclosure Statement. If there are any blank responses above that are important to Buyer, Buyer agrees to obtain written responses or a corrected disclosure statement from the Seller/Lesser prior to signing below. Acceptance of this Disclosure Statement with partial or incomplete answers shall constitute a waiver of any claims against Brokers in any way related to such information.

Buyer: _____	Date: _____	Buyer: _____	Date: _____
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**THIS IS A LEGAL BINDING DOCUMENT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY**



For use in FL

# REAL ESTATE EDITION

Pricing and Application



## 1 Complete your enrollment form

Sales Associates can also order online at [pro.ahs.com](http://pro.ahs.com)

Agreement Number (provided when AHS receives your application)

### PROPERTY INFORMATION

7873 LONG BRANCH LN  
 Property Address to be Covered  
 APOKA FL 32712  
 City State ZIP  
 6-27-17 Listing Expiration Date (if selling) Home sq. ft. 2480

### SELLER INFORMATION

First Name Last Name  
 Phone Number Email Address

Mailing Address - Only if different from covered property

### BUYER INFORMATION

First Name Last Name  
 Phone Number Email Address

Mailing Address - Only if different from covered property

### REAL ESTATE COMPANY INFORMATION

Initiating Real Estate Associate Buyer ☐ Seller ☐

Real Estate Company

Main Office Phone Number Fax Phone Number

Agent Name Agent Email

Cooperating Real Estate Associate Buyer ☐ Seller ☐

Main Office Phone Number Fax Phone Number

Agent Name Agent Email

### CLOSING COMPANY

Closing Company Name

Main Office Phone Number Fax Phone Number

Estimated Closing Date Closing Number

Closing Representative Name Email Address

## 2 Select your coverage for buyer

### BUYER HOME PROTECTION PLAN PACKAGE

	Shield Essential	Shield Plus	Shield Complete
Single Family Home (SFH)	<input type="checkbox"/> \$400	<input type="checkbox"/> \$545	<input type="checkbox"/> \$600
Condo/Townhome/Mobile Home	<input type="checkbox"/> \$295	<input type="checkbox"/> \$400	<input type="checkbox"/> \$440
New Construction SFH (yrs 2-5)	<input type="checkbox"/> \$660	<input type="checkbox"/> \$900	<input type="checkbox"/> \$990
New Construction Condo (yrs. 2-5)	<input type="checkbox"/> \$485	<input type="checkbox"/> \$660	<input type="checkbox"/> \$730

### BUYER OPTIONS

	SFH/Condo/ Townhome/Mobile Home	New Construction
Additional Refrigerators*	<input type="checkbox"/> \$15	<input type="checkbox"/> \$25
Well Pump and Septic System Pumping & Septic Sewage Ejector Pump**	<input type="checkbox"/> \$100	<input type="checkbox"/> \$170
Swimming Pool Equipment**	<input type="checkbox"/> \$195	<input type="checkbox"/> \$330
Spa Equipment	<input type="checkbox"/> \$195	<input type="checkbox"/> \$330
Swimming Pool/Spa Equipment (shared equipment)**	<input type="checkbox"/> \$195	<input type="checkbox"/> \$330
Saltwater Pool Equipment**	<input type="checkbox"/> \$300	<input type="checkbox"/> \$510

\*Available only with the ShieldPlus and ShieldComplete Packages

\*\*Not available for Condo/Townhome/Mobile Home

AHS also offers 2-year home protection plan pricing.  
 For more information, CALL 800-735-4663.

\$75 Trade Service Call Fee

## 3 Select coverage for seller

### SELLER COVERAGE OPTION

See page 7

☐ Yes, add the Seller Coverage Option to my Buyer Home Protection Plan Package

\$75

## 4 Total & Sign

Buyer Home Protection Plan	\$
Buyer Options Total	\$
Seller Coverage Option	\$
Grand Total	\$

**NOTE:** Unless otherwise noted, all prices shown are for a one-year Agreement Term for homes under 5,000 sq. feet. To obtain quotes for single family homes over 5,000 sq. feet, for guest unit pricing, multiple unit properties, and for 2-year pricing plans, please call 866-797-4788.

American Home Shield® may provide compensation to real estate brokers and their related companies for services provided in connection with its Home Warranty program. In connection with the program, a broker may provide information regarding you and your home to AHS®. By submitting this application, you authorize the broker to share such information with AHS and authorize AHS to use such information in connection with its program. You are not required to buy a Home Warranty and, if you want one, you are not required to buy it through a broker or sales associate.

☒ I accept the benefits of the Coldwell Banker Home Protection Plan<sup>SM</sup> coverage. I received a copy of the Coldwell Banker Home Protection Plan Agreement and understand the key terms, coverage, limitations and exclusions, and I had the opportunity to ask questions regarding such coverage.

☒ I decline the opportunity to purchase the Coldwell Banker Home Protection Plan coverage.

Signature

Date

Signature

Date