

"As Is" Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1 **1PARTIES:** **SELLER NAME HERE** _____ ("Seller"),
 2and **BUYER NAME HERE** _____ ("Buyer"),

3hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
 4pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5I. DESCRIPTION:

6(a) Legal description of the real property located in **COUNTY HERE** County, Florida: _____

8LEGAL DESCRIPTION HERE

9(b) Street address, city, zip, of the Property: **ADDRESS HERE** _____

10(c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
 11specifically excluded below.

12Other items included are: **As-Is/Where-Is** _____

13 _____

14 Items of Personal Property (and leased items, if any) excluded are:

15**As-Is/Where-Is** _____

17 _____

18**II. PURCHASE PRICE** (U.S. currency): _____ **\$PRICE**

21PAYMENT:

22(a) Deposit held in escrow by (escrow agent) in the amount of (checks subject to clearance) _____ \$ _____

23(b) Additional escrow deposit to be made to Escrow Agent within ____ days after Effective Date

24 (see Paragraph III) in the amount of _____ \$ _____

25(c) Financing (see Paragraph IV in the amount of _____ \$ _____

27(d) Other **Non-Refundable Deposit to TITLE COMPANY NAME HERE** _____ **\$DEPOSIT**

28(e) Balance to close by cash, wire transfer of LOCALLY DRAWN cashier's of official bank check(s),

29subject to adjustments or prorations _____ **\$ BALANCE**

30 _____

31III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

32(a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
 33before **ACCEPTANCE DATE**, the deposit(s) will, At Buyer's option, be returned and this offer withdrawn. **UNLESS OTHERWISE STATED,**

34**THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE OF THE COUNTEROFFER IS**

35**DELIVERED.** (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer
 36or the final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
 37acceptance of this offer or, if applicable, the final counteroffer.

38 _____

39IV. FINANCING:

40 ☐ (a) This is a cash transaction with no contingencies for financing;

41 ☐ (b) This contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within ____ days (if blank, then 30 days) after Effective

42Date ("Loan Approval Date") for **(CHECK ONLY ONE):** ☐ a fixed; ☐ an adjustable; or ☐ a fixed of adjustable rate loan, in the principal

43amount of \$ _____, at an initial interest rate not to exceed ____ %, discount and origination fees not to exceed ____ % of

44principal amount, and for a term of ____ years. Buyer will make application within ____ days (if blank, then 5 days) after Effective Date. Buyer

45shall use reasonable diligence to: obtain Loan Approval and notify Seller in writing of Loan Approval by Loan Approval Date; satisfy terms

46and conditions of the Loan Approval; and to close the loan. Loan Approval which requires a condition relate to the sale of other property shall not

47be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer does not deliver written notice to Seller by

48Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing contingency, then wither party may cancel this

49Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7) days prior to Closing. Seller's Cancellation Notice

50must state that Buyer has three (3) days to deliver to Seller written notice waiving this financing contingency. If Buyer has used due to diligence

51and has not obtained Loan Approval before cancellation as provided above. Buyer shall be refunded the deposit(s). Unless this financing

52contingency has been waived, this Contract shall remain subject to the satisfaction, by Closing, of those conditions of Loan Approval related to the

53Property;

54 ☐ (c) Assumption of existing mortgage (see rider for terms); or

55 ☐ (d) Purchase money note and mortgage to Seller (see "AS IS" Standard B and K are riders; addenda; or special clauses for terms).

56 _____

57**V. TITLE EVIDENCE:** At least ____ days (if blank, then 5 days) before closing a title insurance commitment with legible copies of instrument listed
 58as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see "AS IS" Standard A for terms) shall
 59be obtained by:

60(CHECK ONLY ONE): ☐ (1) Seller, at Seller's expense and delivered to Buyer of Buyer's attorney; or
61 ☐ (2) Buyer at Buyer's expense.
62(CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
63

64 **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered **on or before CLOSING DATE** ("Closing"), unless
65 modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, flood, or Homeowners' insurance at a reasonable rate due
66 to extreme weather conditions, Buyer may delay Closing up for 5 days after such coverage becomes available.
67

68 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans,
69 zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or
70 otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of record without right of entry; un platted public
71 utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7½ feet in
72 width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgage and purchase money mortgages, any (if
73 additional items, see addendum); provided; that there exists at Closing no violation of the foregoing and none prevent uses of the Property for

75 **Single Family Residential** _____ purpose(s).
76

77 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property intended to
78 be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant "AS IS" Standard F if
79 occupancy beyond Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance
80 from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.
81

82 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed
83 provisions of the Contract in conflict with them.
84

85 **X. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer ☐ may assign and thereby be releases from any further liability under this Contract;
86 ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

87 **XI. DISCLOSURES:**

88 (a) ☐ CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which continue
89 beyond Closing and, if so, specify who shall pay amount due after Closing: ☐ Seller ☐ Buyer ☐ Other (see addendum).

90 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to
91 persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
92 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

93 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding
94 mold, Buyer should contact an appropriate professional.

95 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996 FS.

96 (e) If the real property included pre-1978 residential housing, then a lead-based paint rider is mandatory.

97 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

98 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
99 **ASSOCIATION/COMMUNITY DISCLOSURE.**

100 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE
101 AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A
102 CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN
103 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY
104 APPRAISER'S OFFICE FOR INFORMATION.
105

106 **XII. MAXIMUM REPAIR COSTS: DELETED**

107

108 **XIII. HOME WARRANTY:** ☐ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by ___ at a cost not to exceed
109 \$_____
110

111 **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have **0** days from Effective Date ("inspection Period") with
112 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the Seller
113 during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage and
114 restoration of the Property resulting from such inspections; and (c) if buyer determines, in buyer's sole discretion, that the condition of
115 the Property is not acceptable to Buyer, Buyer may cancel this contract by delivering written notice of such election to Seller prior to the
116 expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer;
117 thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph XIV.
118 The above provision (b) shall survive termination of this Contract.
119

120**XV. RIDERS; ADDENDA; SPECIAL CLAUSES; CHECK** those riders which are applicable AND are attached to and made part of this Contract:
121 ☐ CONDOMINIUM ☐ VA/FHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE ☐
122 INSULATION ☐ Other Comprehensive Rider Provisions ☐ Addenda Special Clause(s):

123 **The Seller is (related to) a licensed real estate agent in the state of Florida and does not represent the Buyer in this transaction. Money**
124 **listed**

125 **on line 21, section II (d) is a non-refundable down payment paid to TITLE COMPANY NAME HERE. Should buyer be unable to close by**
126 **5:00pm on the closing date, due to no fault of the seller, buyer authorizes TITLE COMPANY NAME HERE to immediately disburse entire**
127 **deposit amount to Seller without signing a cancellation of contract and release of escrow. Price is net to seller less any mortgage, liens**
128 **and prorated property taxes not yet billed. Closing shall take place at TITLE COMPANY NAME HERE. Buyer's down payment is**
129 **refundable if this contract is unenforceable due to the fault of the seller or if the seller can not deliver clear title. This contract is**
130 **contingent upon SELLERS NAME HERE closing on the subject property. The word "Seller" on line 217 in section K shall be replaced**
131 **with the word "Buyer". Seller has never occupied the property and is exempt from providing the buyer with a property disclosure**

132 _____
133 _____
134 _____
135 _____
136 _____
137 _____
138 _____

141 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy of "AS
142 IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract. **THIS IS INTENDED TO BE A**
143 **LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THIS "AS IS"**
144 **FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTOR AND THE FLORIDA BAR. Approval does not constitute an**
145 **opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions**
146 **should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.**

147 _____
148 _____

149 (BUYER) **BUYER NAME HERE** (DATE) (SELLER) **SELLER NAME HERE** (DATE)

150 _____

151 _____

152 _____

153 (BUYER) (DATE) (SELLER) (DATE)

154 _____

155 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
156 this Contract.

157 _____

158 _____

159 Cooperating Broker Listing Broker

160 _____

161 _____

162 _____

163 **"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS**

164 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, an owner's policy of title
165 insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
166 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title
167 Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title
168 Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall
169 have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver
170 written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to
171 remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be
172 deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time
173 provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the Commitment and it is delivered to Buyer
174 less Than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in
175 accordance with this "AS IS" Standard.

176 _____

177 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall
178 provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide
179 for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior
180 liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require
181 Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against
182 fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonable require,
183 in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content
184 required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreement
185 generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All

186Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by
187recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.
188

189**C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title to examine same, may have the Real Property surveyed
190and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon
191encroach on setback lines, easements, land of others or violate any restrictions, Contract covenants or applicable governmental regulations, the
192same shall constitute a title defect.
193

194**D. WOOD DESTROYING ORGANISMS: DELETED**
195

196**E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use
197as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack
198of legal right of access.
199

200**F. LEASES:** Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant
201specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenants. If Seller is unable
202to obtain such letter from each tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer
203may terminate this contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all
204original leases to Buyer.
205

206**G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any
207financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to
208the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller
209shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition
210to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all
211charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at
212the Closing of this Contract.
213

214**H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing
215agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.
216

217**I. TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time
218periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is**
219**the essence in this Contract.**
220

221**J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit,
222assignments of leases, tenant and mortgage estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage not, security
223agreement and financing statements.
224

225**K. EXPENSES:** Documentary stamps on the deed and recording of corrective instrument shall be paid by Seller. All costs of Buyer's loan (weather
226obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any
227mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing
228statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services,
229namely title evidence, title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for
230furnishing the title evidence in accordance with Paragraph V.
231

232**L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day
233before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated.
234Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if
235occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be
236credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead
237and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will
238be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on
239prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in
240existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed
241upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account
242available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.
243

244**M. SPECIAL ASSESSMENT LIENS:** Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by
245public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been
246substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed, or ratified and Seller shall, at Closing, be
247charged an amount equal to the last estimate or assessment for the improvement by the public body.
248

249**N. INSPECTION AND REPAIR: DELETED**
250

251**O. RISK OF LOSS:** If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 1.5% of the
252Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract with restoration
253costs escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with
254either the 1.5% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer
255and Seller from all further obligations under this Contract.
256

257**P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section
258627.7841, F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth
259above the following closing procedures shall apply: (1) all closing procedures shall be held in escrow by the Closing Agent for a period of not more

260than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify
261Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller's fails to timely
262cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and,
263simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by
264special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights
265against Seller as to any intervening defect as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

266
267**Q. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of
268them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this
269Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this
270Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or
271until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the
272circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action.
273Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any
274items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended.
275Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads
276the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs in favor of the prevailing party. The Agent shall not be
277liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the
278provisions of this Contract of gross negligence of Agent.

279
280**R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party
281in such litigation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or non-agency
282relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees,
283costs and expenses.

284
285**S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the
286deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of the Seller as agreed upon
287liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be
288relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If
289for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this
290Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages
291resulting from Seller's breach.

292
293**T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE:** ~~Neither this Contract nor any notice of it shall be recorded in~~
294~~any public records.~~ This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever, the context permits,
295singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall
296be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A
297legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

298
299**U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or
300guardian's deeds, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer.
301Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may
302be otherwise provided for herein.

303
304**V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer and Seller unless included in this
305Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties
306intended to be bound by it.

307
308**W. SELLER DISCLOSURE:** (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable
309by Buyer or which have not been disclosed to Buyer; **(2) Seller extends and intends no warranty and makes no representation of any type,**
310**either express or implied, as to the physical condition or history of the Property; and (3) Seller has received no written or verbal notice**
311**from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.**

312
313**X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACT AND WARRANTIES:** Seller shall maintain the Property,
314including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear excepted. Seller shall,
315upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing,
316to confirm that all items Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS"
317Standard. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing

318
319**Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to
320the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to
321effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the
322Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

323
324**Z. BUYER WAIVER OF CLAIMS:** **Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate**
325**licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be**
326**subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.**