



Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_

HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

IF THE DISCLOSURE SUMMARY REQUIRED BY CHAPTER 720, 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 \_\_\_\_\_ (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 \_\_\_\_\_. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE THE 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.

BUYER \_\_\_\_\_ Date\_\_\_\_\_ BUYER \_\_\_\_\_ Date\_\_\_\_\_



# Lead-based Paint Warning Statement

FLORIDA ASSOCIATION OF REALTORS®



(Use this form with contracts for the sale of residential property built in 1977 or earlier. This disclosure must be made beginning September 6, 1996, if Seller owns more than 4 dwelling units and beginning December 6, 1996, if Seller owns 1 - 4 dwelling units. Seller and licensees must keep a copy of this completed form for 3 years from the date of closing.)

**Sale and Purchase Contract:** This clause is incorporated into the Contract between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) concerning the residential Property built before 1978 and located at \_\_\_\_\_.

“Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.” For purposes of this addendum, lead-based paint will be referred to as “LBP” and lead-based paint hazards will be referred to as “LBPH.”

**(1) LBP/LBPH in Housing: Seller** has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or reports, except as indicated: (describe all known LBP/LBPH information and list all available documents pertaining to LBP/LBPH and provide documents to **Buyer** before accepting **Buyer’s** offer)

**(2) Lead-based Paint Hazards Inspection: Buyer waives the opportunity** to conduct a risk assessment or inspection for the presence of LBP/LBPH **unless** this box is checked ( **Buyer** may conduct a risk assessment or inspection for the presence of LBP/LBPH in accordance with the inspection, notice, repair and repair limits of paragraph 8(a) or H of the FAR Residential Sale and Purchase Contract or standard N of the FAR/BAR Contract for Sale and Purchase, as amended and as applicable).

**(3) Certification of Accuracy: Buyer** has received the pamphlet “entitled “Protect Your Family From Lead in Your Home” and all of the information specified in paragraph (A) above. Licensee has notified **Seller** of **Seller’s** obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. **Buyer, Seller** and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

_____	_____	_____	_____
<b>Buyer</b>	Date	<b>Seller</b>	Date
_____	_____	_____	_____
<b>Buyer</b>	Date	<b>Seller</b>	Date
_____	_____	_____	_____
<b>Selling Licensee</b>	Date	<b>Listing Licensee</b>	Date

**Buyer** (\_\_\_\_) (\_\_\_\_) **Seller** (\_\_\_\_) (\_\_\_\_) **Listing Licensee** (\_\_\_\_) (\_\_\_\_) **Selling Licensee** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.



**Notice from Real Estate Licensee to Seller/Landlord Regarding Responsibilities Under Federal Lead-Based Paint Law**

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

**1. Before You Sign a Contract/Lease.** Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

**A. Disclose** to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

**B. Provide** the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

**C. Disclose** to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

**D. Allow** the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

**2. Sales Contract Requirements.** You must ensure that the sales contract has an attachment having the following elements:

**A.** The following Lead Warning Statement: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

**B.** A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

**C.** A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

**D.** A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

**E.** A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

**F.** Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

**3. Lease Requirements.** As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

**A.** The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

**B.** A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

**C.** A list of any records or reports described in 1.B.(2) above available to you and that you have provided to the tenant, OR a statement that no such records or reports are available to you.

**D.** A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

**E.** A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

**F.** Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

**4. Record Retention Requirements.** Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

**5. Impact of Law and Disclosures.** Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by \_\_\_\_\_  
(licensee) to Seller/Landlord on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Buyer** (\_\_\_\_) (\_\_\_\_) **Seller** (\_\_\_\_) (\_\_\_\_) **Listing Licensee** (\_\_\_\_) (\_\_\_\_) **Selling Licensee** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.



# Mold Inspection Addendum to Contract

FLORIDA ASSOCIATION OF REALTORS®



The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) concerning the Property located at \_\_\_\_\_.

1. Buyer, at Buyer's expense, may have a qualified professional conduct an inspection of the Property for mold within \_\_\_\_\_ days from the Effective Date ("Mold Inspection Period").
2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.
3. In the event the mold inspection reveals a significant presence of mold in the Property, which requires professionals to remove the mold, at a cost which exceeds \$\_\_\_\_\_, Buyer may cancel the Contract by delivering written notice of such election no later than 48 hours after expiration of the Mold Inspection Period. If Buyer timely cancels the Contract, the deposits paid shall be immediately returned to Buyer and Buyer and Seller shall be released from further obligations under the Contract, except as provided in subparagraph 2 above.
4. If Buyer fails to conduct the inspection permitted in this Paragraph or having conducting such inspections, fails to timely notify the Seller of Buyer's intent to cancel this Contract or if the mold inspection does not reveal significant presence of mold in the Property which requires professional remediation to remove the mold, at a cost which exceeds the sum specified in Paragraph 3 above, Buyers may not terminate this Contract pursuant to this Addendum.

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

# Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®



## SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES. As a single agent, \_\_\_\_\_

and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Copy returned to **Customer** on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:  personal delivery  mail  E-mail  facsimile.

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TO: The Undersigned Buyers and Sellers

FROM: J. Matthew Brashear and Diana L. Brashear  
Alliance Title Group, Inc.

- \* J. Matthew Brashear is a licensed Real Estate Agent in the State of Florida working at ReMax Power Advantage.
- \* J. Matthew Brashear is a licensed mortgage broker in the state of Florida with Netrate Mortgage, Inc.
- \* Diana L. Brashear is a licensed Real Estate Agent in the State of Florida working Elite Realty Group
- \* Diana L. Brashear is a licensed title insurance agent in the state of Florida with Alliance Title Group Inc.
- \* J. Matthew Brashear and Diana L. Brashear own and operate Alliance Title Group Inc.

The Buyer(s) and Seller(s) acknowledge that J. Matthew Brashear and/or Diana L. Brashear may and/or will be compensated by any one or more of the above companies for services rendered to the sale of this property and/or services not related to the sale of this property.

YOU ARE NOT REQUIRED TO USE any of these affiliated companies as a condition for settlement of a loan or on the purchase/sale of the subject property.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date