

DISCLOSURES

10. DISCLOSURES:

- (a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
(b) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
(c) MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
(d) FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
(e) ENERGY BROCHURE: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
(f) LEAD-BASED PAINT: If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
(g) HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
(h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE.
(i) TAX WITHHOLDING: If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
(j) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- 209 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
210 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
211 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
212 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
213 Maintenance Requirement and has met all other contractual obligations.
- 214 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
215 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
216 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
217 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
218 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
219 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
220 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
221 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
222 become obligated to expend, any money.
- 223 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
224 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
225 to Buyer.

226 **ESCROW AGENT AND BROKER**

227 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
228 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
229 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
230 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
231 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent
232 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties
233 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow
234 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall
235 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction
236 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such
237 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,
238 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate
239 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve
240 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
241 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
242 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
243 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
244 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is
245 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
246 or termination of this Contract.

247 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
248 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
249 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
250 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
252 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
253 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
254 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
255 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
256 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
257 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees
258 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection
259 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
260 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
261 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
262 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
263 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
264 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such
265 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors
266 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not
267 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,