

# Exclusive Right of Sale Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between  
 2\* Patricia A Williams ("Seller")  
 3\* and EXIT REALTY CENTRAL ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal  
 5 property (collectively "Property") described below, at the price and terms described below, beginning  
 6\* 09/17/14 and terminating at 11:59 p.m. on 03/31/15 ("Termination Date"). Upon  
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will  
 8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge  
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,  
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local  
 11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**  
 13\* **(a) Street Address:** 440 Lakeshore Dr  
 14 Lake Mary, FL 32746-3432

15\* Legal Description: LEG LOT 66 GREENWOOD LAKES UNIT 3 PB 23 PGS 86 & 87  
 16\*  See Attachment \_\_\_\_\_

17\* **(b) Personal Property, including appliances:** \_\_\_\_\_  
 18\*  See Attachment \_\_\_\_\_

19 **(c) Occupancy:**  
 20\* Property  is  is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_.

21 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

22\* **(a) Price:** \$ 234,900.00

23\* **(b) Financing Terms:**  Cash  Conventional  VA  FHA  Other (specify) \_\_\_\_\_

24\*  Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ \_\_\_\_\_  
 25\* with the following terms: \_\_\_\_\_

26\*  Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ \_\_\_\_\_ plus  
 27\* an assumption fee of \$ \_\_\_\_\_. The mortgage is for a term of \_\_\_\_\_ years beginning in

28\* \_\_\_\_\_, at an interest rate of \_\_\_\_\_%  fixed  variable (describe) \_\_\_\_\_.

29\*\* Lender approval of assumption  is required  is not required  unknown. **Notice to Seller: (1)** You may  
 30 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your

31 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required  
 32 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

33 **(2)** Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's  
 34 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or

35 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are  
 36 advised to consult with a legal or mortgage professional to make this determination.

37\* **(c) Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed 0% of the  
 38 purchase price and any other expenses Seller agrees to pay in connection with a transaction.

39 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a sales  
 40 contract is pending on the Property.

41 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller  
 42 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is  
 43 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller  
 44 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,  
 45 terms, and financing information on any resulting sale for use by authorized Board / Association members and  
 46 MLS participants and subscribers unless Seller directs Broker otherwise in writing.



Seller (\_\_\_\_\_) and Broker/Sales Associate (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 4.

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- 105\* (c) 10 (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or  
106 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a  
107 contract granting an exclusive right to lease the Property.
- 108 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by  
109 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether  
110 the buyer is secured by **Seller**, **Broker**, or any other person. (2) If **Seller** refuses or fails to sign an offer at the  
111 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to  
112\* cancel an executed sales contract. (3) If, within 90 days after Termination Date ("Protection Period"),  
113 **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom  
114 **Seller**, **Broker**, or any real estate licensee communicated regarding the Property before Termination Date.  
115 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another  
116 broker.
- 117\* (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive 50 % of all  
118 deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the  
119 Paragraph 8(a) fee.

120 **9. Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if  
121 compensated by **Seller** or **Broker**, may represent the interests of the buyer. **Broker's** office policy is to cooperate  
122 with all other brokers except when not in **Seller's** best interest and to offer compensation in the amount of  
123\*  3 % of the purchase price or \$ \_\_\_\_\_ to a single agent for the buyer;  3 % of the  
124\* purchase price or \$ \_\_\_\_\_ to a transaction broker for the buyer; and  1 % of the purchase  
125\* price or \$ \_\_\_\_\_ to a broker who has no brokerage relationship with the buyer.  
126\*  None of the above. (If this is checked, the Property cannot be placed in the MLS.)

127 **10. Brokerage Relationship:** **Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account  
128 for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect  
129 the value of the residential property which are not readily observable to the buyer; will present all offers and  
130 counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with  
131 **Seller** unless waived in writing.

132 **11. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If  
133 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct  
134\* expenses incurred in marketing the Property, and pay a cancellation fee of \$ \_\_\_\_\_ plus  
135 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph  
136 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property  
137 during the time period from the date of conditional termination to Termination Date and Protection Period, if  
138 applicable.

139 **12. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other  
140 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be  
141 settled by first attempting mediation under the rules of the American Mediation Association or other mediator  
142 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover  
143 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:  
144\* **Arbitration:** By initialing in the space provided, **Seller** ([Signature]) (\_\_\_\_), Sales Associate ([Signature]), and **Broker** (\_\_\_\_)  
145 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which  
146 the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator  
147 agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this  
148 Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will  
149 equally split the arbitrator's fees and administrative fees of arbitration.

150 **13. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,  
151 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This  
152 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations  
153 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and  
154 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.  
155 The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees, and other categories  
156 of potential or actual transferees.

Seller ([Signature]) (\_\_\_\_) and Broker/Sales Associate ([Signature]) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 4.  
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157\* **14. Additional Terms:**

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169  
170\* **Seller's Signature:**  Patricia A Williams Date: 09/18/2014  
D53CD3D1-9475  
9/18/2014 10:43:10 AM

171\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

172\* Address: \_\_\_\_\_

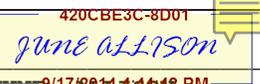
173\* Email Address: \_\_\_\_\_ rcp2661@gmail.com

174\* **Seller's Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

175\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

176\* Address: \_\_\_\_\_

177\* Email Address: \_\_\_\_\_

178\* **Authorized Sales Associate or Broker:**  JUNE ALLISON Date: 09/17/2014  
420CBE3C-8D01  
9/17/2014 1:46:48 PM

179\* Brokerage Firm Name: EXIT REALTY CENTRAL Telephone: 407-539-3948

180\* Address: 711 N. Orlando Ave Suite #302 Maitland FL 32751

181\* Copy returned to **Seller** on \_\_\_\_\_ by  email  facsimile  mail  personal delivery.

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Seller  (\_\_\_\_\_) and Broker/Sales Associate  (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 4.  
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# 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

Patricia A Williams (SELLER) and \_\_\_\_\_ (BUYER)

concerning the Property described as 440 Lakeshore Dr Lake Mary FL 32746-3432

Buyer's Initials \_\_\_\_\_

Seller's Initials PAW

## 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 Greenwood Lakes Unit 3 (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 \$90 PER YEARLY. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY 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.

DATE BUYER

DATE BUYER





### Sinkhole Disclosure

**The following representations are made by the Seller(s) and are not the representations of any real estate licensees.**

Are You Aware:

- 1. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO  YES
- a. of any sinkhole insurance claim that has been made on subject property? NO  YES
- b. if claim made, was claim paid? NO  YES
- c. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO  YES

#### ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: *Patricia A Williams* / Patricia A Williams Date: 09/18/2014  
9/18/2014 10:43:26 AM (signature) (print)

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

#### RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

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

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





# Seller's Mold Addendum to Disclosure

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

## 1. ENVIRONMENT

Are You Aware:

a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO  YES  If yes, explain:

i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO  YES  If yes, explain:

ii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO  YES  If yes, explain:

### ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: Patricia A Williams / Patricia A Williams Date: 09/18/2014  
(signature) (print)

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

### RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

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

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





# Chinese/Defective Drywall Addendum to Contract

FLORIDA ASSOCIATION OF REALTORS®

The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract

between Patricia A Williams (Seller)

and \_\_\_\_\_ (Buyer)

concerning the Property located at 440 Lakeshore Dr, Lake Mary, FL 32746-3432.

Chinese/Defective Drywall: During the time Florida was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks.

**1. Seller's Knowledge:** Except as indicated below, **Seller** has no knowledge of the presence of Chinese/defective drywall or of any records or reports pertaining to Chinese/defective drywall affecting the Property: (describe all known Chinese/defective drywall information and list all available documents pertaining to Chinese/defective drywall and provide documents, if any, to **Buyer** before accepting **Buyer's** offer) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Chinese/Defective Drywall Inspection: (Check One)

- Buyer** waives the opportunity to conduct a risk assessment or inspection for the presence of Chinese/defective drywall and accepts the drywall in the Property in its existing condition.
- Buyer**, at **Buyer's** expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Chinese/defective drywall within \_\_\_\_\_ days from the Effective Date ("Drywall Inspection Period"). **Buyer** shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections. If the inspection or risk assessment reveals the presence of Chinese/defective drywall or reveals damage to the Property resulting from the defective drywall and the cost to remove/replace the defective drywall or damage resulting from the defective drywall exceeds \$\_\_\_\_\_ (\$500 if left blank), **Buyer** may cancel the Contract by giving written notice to the **Seller** within 3 days from the end of the Drywall Inspection Period and receive a refund of the deposit. If **Buyer** fails to cancel timely or fails to conduct the inspections permitted in this paragraph, **Buyer** may not terminate this Contract pursuant to this Addendum.

**3. Professional Advice:** **Buyer** acknowledges that all representations about Chinese/defective drywall by Broker are based on **Seller** representations and that Broker has not conducted any independent investigations to verify the accuracy or completeness of the information. **Buyer** agrees to rely solely on **Seller**, professional inspectors, governmental agencies or any third parties retained by the **Buyer** regarding any issue related to Chinese/defective drywall.

09/18/2014  
 Date Seller Patricia A Williams Date Buyer



\_\_\_\_\_  
 Date Seller Date Buyer

