



**5. ESCROW AND CLOSING FEES:** Closing fees due at close of escrow with the exception of delinquent property taxes, mortgage liens, mechanics liens, IRS liens, judgements and/or any liens to be paid as follows:

\_\_\_\_\_ Buyer and Seller shall each pay their respective escrow and closing fees according to the usual and customary practices in the state of \_\_\_\_\_

\_\_\_\_\_ Buyer and Seller agree to split evenly all escrow and closing costs.

Buyer shall pay all escrow and closing fees

\_\_\_\_\_ Seller shall pay all escrow and closing fees.

**6. DAMAGE TO PROPERTY:** Seller shall maintain property in its current condition and keep it insured against all loss until closing. In the event of destruction covered by insurance, buyer may elect to close and collect the insurance proceeds.

**7. INSPECTION PERIOD:** Buyer's obligations to close this transaction are subject to the satisfaction of buyer's inspections and investigations of the property. Buyer shall have until the business day before close of escrow (the "inspection period"), during which time Buyer will have the absolute right to cancel this contract for any reason whatsoever at buyer's sole and absolute discretion. Upon such cancellation, buyer shall be entitled to a return of all earnest money held in escrow. Unless buyer gives written notice of cancellation before the expiration date of the inspection period, then buyer will be deemed to have elected not to cancel this contract.

**8. ACCESS TO PROPERTY:** Between contract date and close of escrow, seller grants buyer and/or buyer's employees, inspectors, partners, investors, contractors and/or agent(s) full access to the property as follows:

**VACANT.** If the property is vacant as of the contract date, buyer reserves the right to install a lockbox on the property, which will contain a key to the property supplied by the seller. Seller acknowledges and agrees that the lockbox will permit access to the property, and that it is possible an unauthorized person may go into the property. Buyer is not insuring seller against theft, loss or vandalism resulting from any unauthorized access.

\_\_\_\_\_ **OCCUPIED.** If the property is occupied by seller, tenant or otherwise as of the contract date, seller will permit the buyer access with a 24-hour notice.

**9. TENANT OCCUPIED.** If the property is used as a rental property, tenant shall:

\_\_\_\_\_ Vacate property before the close of escrow.

\_\_\_\_\_ Continue occupying property according to applicable and current lease agreement. Seller shall deliver the following to buyer within five days of contract date: (a) current lease(s) of the property; (b) a certified rent roll (which seller will update at least five days before close of escrow); (c) evidence of security deposits on hand, if any.

**10. PROPERTY TURNOVER.** Seller will provide buyer the keys to the property at closing of escrow.

BUYER(S) INITIALS   JW   \_\_\_\_\_

SELLER(S) INITIALS   HH     SH

**11. DEBRIS/PERSONAL BELONGINGS.** At close of escrow, seller shall deliver the property to buyer:

  X   WITH debris and/or personal belongings that are currently present in the property. Buyer assumes all responsibility for trash-out, removal and clean-up of said debris/belongings from the interior/exterior of the property.

       WITHOUT debris and/or personal belongings that are currently present in the property. Seller assumes all responsibility for trash-out, removal and clean-up of said debris/belongings from the interior/exterior of the property.

**12. ADDITIONAL PERSONAL PROPERTY.** The following personal property is to be included in the sale herein: if any:   None  

**13. INVESTOR DISCLOSURE.** Seller acknowledges that buyer is an investor and purchases properties with the intent to lease, “flip”, resell, or otherwise make a profit. Seller acknowledges that the purchase price may be less than market value, and is willingly selling it as such for convenience, to save time, lack of funds to renovate/update, and/or other personal reasons. Seller waives any claims against any existing equity or added value arising from the property. Buyer has not made seller any representations or promises as to the value of the property in its “as-is” condition.

**14. LEAD BASED PAINT ACKNOWLEDGEMENT:** All parties acknowledge that residential dwellings constructed prior to 1978 are likely to contain lead-based paint which could create a health hazard. In the event that the real property which is the subject of this agreement consists of or contains a residential unit built prior to 1978, the parties agree that each party has received, reviewed, signed and annexed hereto a completed disclosure and acknowledgment form regarding lead-based paint as required by federal HUD/EPA disclosure regulations.

**15. REPRESENTATIONS BY SELLER.** Seller represents and warrants to buyer as follows: (a) Seller has no actual knowledge and has received no notice that the property is not in compliance with applicable laws governing the use and operation thereof, nor, to seller's actual knowledge, does there exist any facts or circumstances on the property which notice or the passage of time would constitute such violation. (b) As of contract date, seller has not entered into any other agreements or contracts to sell the property. (c) Seller has disclosed to buyer all material latent defects and any information concerning the property known to seller.

**16. OTHER AGREEMENTS.** Seller shall not enter into an agreement or contract to purchase with anyone else concerning the property from and after the contract date. Should seller participate in another agreement which will interfere with close of escrow, seller will be responsible for any and all costs and losses to buyer.

**17. AGENCY.** Seller acknowledges they have not been represented by the buyer or by any representative of the buyer with respect to the purchase and sale of the property. Seller agrees and understands that the buyer and any buyer's representative are not acting as seller's broker or agent in the transaction and have been acting solely for buyer's own benefit as a principle to this agreement. Seller agrees to hold buyer free from any/all liability regarding the property and transaction arising from any claims of agency.

**18. ASSIGNMENT AND RELEASE.** Seller agrees and acknowledges that buyer may assign their rights under this agreement to a wholly or partially owned entity of the buyer or third party that will close directly with the seller. If such an assignment should happen, seller agrees to release buyer from any liability or duties under this agreement.

BUYER(S) INITIALS   JW   \_\_\_\_\_

SELLER(S) INITIALS   HH     SH

**19. RIGHT TO COUNSEL.** Seller represents and agrees that seller fully understands seller's rights to discuss all aspects of this contract with an attorney, that seller has carefully read and fully understands all of the provisions of this contract. That seller freely and voluntarily entered into this contract and seller has read this document in its entirety and fully understands the meaning, intent and consequences of this contract. This representation will survive this contract's termination.

**20. GOVERNING LAW/JURISDICTION.** This agreement shall be governed by, construed and enforced under the laws of the state of Florida whose courts shall have jurisdiction over any legal proceedings or actions arising out of this agreement. Pinellas County, in the state of Florida shall be the place of venue of any such proceeding or action.

**19. ADDITIONAL TERMS AND CONDITIONS:** (If none write none)

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned have read the above information, understand it and verify that it is correct.

Seller: Harry Homeowner 3/20/21  
Signature Date

Harry Homeowner  
Printed Name

Seller: Sally Homeowner 3/20/21  
Signature Date

Sally Homeowner  
Printed Name

Buyer: Joe Wholesaler 3/20/21  
Signature Date

Joe Wholesaler  
Printed Name

Buyer: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name