



## Buyers' Disclosure and additional Terms Addendum to Sale and Purchase Contract

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- 1. EQUAL HOUSING OPPORTUNITY.** A Realtor is required by law to treat all parties fairly without regard to race, color, religion, national origin, ancestry, sex, age, marital status, sexual orientation, presence of children, or physical or mental disability.
- 2. LEGAL REQUIREMENT.** All contracts for the sale of real property are required to be in writing and signed by all parties to be enforceable. Home Wise Realty Group, Inc. recommends that you consult with an attorney prior to entering into any contract.
- 3. ESCROW.** Home Wise Realty Group, Inc. does not escrow earnest money deposits. Generally, the earnest money deposit in a real estate transaction is held by the closing agent designated by the seller, since the seller pays for the title insurance. Any dispute relating to the earnest money deposit will be resolved by agreement of the parties or by interpleader initiated by the escrow holder. Any monies placed in escrow with Realty International USA, Inc will be deposited within 3 business days of receipt and held in compliance with Chapter 475, Florida Statutes. Any requirement to return said monies will be met only when the depository account has been credited for the full amount of the check from the payer institution (pre bank regulations and deposit restrictions). You agree that Realty International USA, Inc, as escrow agent, will deposit the escrowed funds in a non-interest bearing account with a financial institution chosen by Home Wise Realty Group, Inc. and that the financial institution, Home Wise Realty Group, Inc. or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.
- 4. AGENCY DISCLOSURE.** Broker will be acting as a transaction broker. Broker will deal honestly and fairly with Buyer(s) and/or Seller(s), will use skill, care and diligence in the transaction, will disclose all known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present all offers and counteroffers in a timely manner, unless directed otherwise in writing. Other forms of agencies are also available.
- 5. SURVEYS AND INSPECTIONS.** Home Wise Realty Group, Inc. recommends that you (a) exercise your right to obtain a survey of the property and any professional inspections, including a comprehensive home inspection which includes, but is not limited to, roof, termite, permits, plumbing and septic, appliances, pool, electrical, HVAC, and structural components; (b) retain your chosen inspector to re-inspect the property to insure that all required repairs have been made by an appropriately licensed person and in a workmanlike manner; and (c) exercise your contractual right to personally perform a walk-through inspection of the Property just prior to closing to ensure that the Property has been kept in the agreed upon condition and to confirm that all items are present which were agreed upon in the contract. You agree not to rely on Home Wise Realty Group, Inc. or its representatives to determine the property boundaries, the nature or extent of any easements or encroachments, or to inspect, re-inspect or perform your walk-through inspection of the property as they are not qualified to make such specialized determinations.
- 6. RADON GAS:** Radon is a naturally occurring radioactive gas that when it has 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.
- 7. MULTIPLE OFFERS.** Even though you may have entered into an authorized brokerage relationship with Home Wise Realty Group, Inc. you understand and agree that multiple offers may be presented on the property on which you make an offer, including offers through other Home Wise Realty Group, Inc. sales associates who have entered into similar brokerage relationships with other prospective buyers. A seller is under no obligation to negotiate offers in the order received and it is at the seller's discretion as to which offer to accept, reject, or negotiate. You should not assume that your offer has been accepted until a fully executed contract has been delivered to you.
- 8. CONDOMINIUMS AND HOMEOWNERS' ASSOCIATION.** Properties governed by a Condominium or Homeowners' Association are subject to restrictions, rules, and regulations. Owners of such properties are typically required to pay various fees and expenses associated with this form of ownership. Home Wise Realty Group, Inc. recommends that you contact the Developer of Association directly prior to entering into a contract to determine any matters that are important to you, including, but not limited to, whether there is any pending or threatened litigation involving the Association or whether current or anticipated repairs or improvements to the property or common elements could result in a fee or assessment. As a prospective buyer, you may be required to submit an application for approval to the Association and attend an interview.
- 9. DEED RESTRICTIONS.** Certain neighborhoods and communities have deed restrictions that may affect your use of the property. If the property is affected by deed restrictions, you should determine the nature of the restrictions prior to entering into a contract.



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**10. SCHOOL DISTRICTS.** At some point in the transaction, you may be provided with information regarding the school boundaries for a particular property. School boundaries are subject to change. As a result, the information available to the Seller or the Realtor may not be accurate or current, even though it appears to be from a reliable source. If this information is important to **you**, contact the local school board directly to verify the correct school boundaries of the property prior to entering into a contract.

**11. PROPERTY TAXES.** As a prospective buyer, you should not rely on the seller's current property tax assessment as the amount of property tax that you may be obligated to pay. A change in ownership or property improvements may trigger reassessment of the property to market value that could result in higher property taxes. Contact local property tax appraiser's office for information.

**12. SEXUAL OFFENDERS.** Pursuant to Florida law, the Florida Department of Law Enforcement (FDLE) is required to maintain a list of sexual predators and sex offenders to enable the public to request information about these individuals who may be living in their communities. Buyers who deem this information important should contact FDLE prior to entering into a contract at 1-888-357-7332 (toll free), via e-mail at [sexpred@fdle.state.fl.us](mailto:sexpred@fdle.state.fl.us), or via the internet at [www.fdle.state.fl.us](http://www.fdle.state.fl.us).

**13. MOLD DISCLOSURE.** Environmental conditions in Florida can be conducive for mold growth. As a prospective buyer, you should pay particular attention to any visual signs and the presence of mildew odors. For more information, go to the EPA website at [www.epa.gov/iaq](http://www.epa.gov/iaq) and click on "Mold Resources".

**14. GOVERNING LAW AND VENUE.** Florida law shall govern any dispute arising out of or in any way relating to Buyer(s) purchase of real property or the relationship between Buyer(s) and Realty International USA, Inc or its representatives. Venue for any litigation or other proceeding involving Home Wise Realty Group, Inc. or its representatives shall be exclusively in Seminole County, Florida.

**15. HOME WARRANTY.** Home Wise Realty Group, Inc. recommends that you obtain a home warranty on any property you purchase against unanticipated repairs. Ask your sales associate for additional information.

**16. AFFILIATED BUSINESS DISCLOSURE** In accordance with Chapter 694 of the Florida Statutes, this Notice is to advise you that our Broker Jon Feshan has 100% ownership of United First Mortgage USA, Inc., Home Wise Realty Group, Home Wise Realty Group, Inc., and partial ownership of Centurion Title Group, Inc. As a result of this conflicting relationship, Our Broker Jon Feshan may receive a financial benefit. You may, in your sole discretion, choose alternative sources to provide any required services in connection with your mortgage loan. You are not required to purchase additional products or services from any person or entity suggested or recommended by United First Mortgage USA, Inc. However, United First Mortgage USA, Inc. reserves the right to approve the entity selected by you, which approval may not be unreasonably withheld.

**17. LEAD BASE PAINT:** Every purchaser of any interest in residential real property of which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. Buyer has the right to conduct an assessment and/or inspection for the presence of lead-based paint.

**18. SQUARE FOOTAGE:** Buyer acknowledges they have not relied upon BROKER'S or SELLER'S estimate of square footage of property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern to BUYER, the BUYER is advised to personally measure the property.

**19. TERMITES (WOOD DESTROYING ORGANISMS):** Realty International USA, Inc and its licensees and/or affiliates **ARE NOT**, and **DO NOT** claim to be, experts concerning termites or other wood-destroying organisms or their presence upon/in any building, structure or portion of any property. Therefore, Realty International USA, Inc and its licensees and/or affiliates make no representation or warranty concerning this condition. Since these organisms can cause damage to structure/property, Realty International USA, Inc recommends that the Buyer(s) obtain and review a termite (**WDO**) inspection of the property. The termite (**WDO**) inspection company will be selected / approved by the Buyer(s).

**20. THIRD PARTY VENDORS:** As a courtesy, Broker may provide you with one or more names of service providers including, but not limited to, home inspectors, engineers, contractors, repairperson, or attorneys that other consumers have used or of whom we are aware. Our doing so shall not in any way be constructed to be a recommendation or endorsement of, nor is Broker warranting the work of, any such providers. The final choice of any service provider rests solely with you and you are free to choose any providers, whether the name appears on any list or not. You agree to release and hold Realty International USA, Inc harmless from all or losses that in any way arise out of, or relate to, the selection or use of any such service provider.



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**21. Home Wise Realty Group, Inc. COMPLIANCE FEE:** You agree that Home Wise Realty Group, Inc. will collect a compliance fee of \$\_\_\_\_\_ in additional commission from the buyer(s) and/or the seller(s) at closing to process, store and maintain records of the Real Estate transaction for five years as required by law. Should a document copy be required during this time period, please feel free to contact us. This is in addition to any commission paid by the listing brokerage and/or the seller(s).

**22. Home Wise Realty Group, Inc.** and its officers, Directors, agents and Employees (herein after “**HWRG**”) advises Buyer(s) and Seller(s) to verify all facts and representations that are important to them and consult an appropriate professional for legal advice, tax advice, property condition, legal description and property survey, environmental condition, and other specialized agencies for verification of the property condition, property square footage, and for all other matters that may materially affect the property value. Buyers(s) and /or Seller(s) agrees to hold harmless **HWRG** from all liabilities for loss or damage based on Buyer(s) and /or Seller(s) misstatement(s) or failure to perform contractual obligations; **HWRG**'s performance, at Buyer(s) and/or Seller(s) request, of any task beyond the scope of services regulated by chapter 475 of Florida Statutes as amended, including **HWRG**'s referral, recommendation or retention of any vendor, Buyer(s) and/or Seller(s) assume full responsibilities for selecting and compensating vendors. **This paragraph does not relieve HWRG of any statutory obligations.** This paragraph will survive closing of property.

**Acknowledgement:** I/we have read and agree to the above and acknowledge receipt of this Buyer's Disclosure and Information Form:

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Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date