

Anytime Realty Disclosures

PROPERTY ADDRESS: _____

1. **BROKERAGE RELATIONSHIP:** You should not assume that any real estate broker represents you with fiduciary duty and full confidentiality unless you agree to engage a real estate licensee in an authorized brokerage relationship as a Single Agent. You are advised not to disclose any information that you want to remain confidential. Anytime Realty LLC is a Transaction Broker.
2. **BANK OWNED:** Bank Owned? IF YES, the Buyer(s) acknowledges that this is a Bank Owned property. The Buyer(s) understand that the Seller(s) acquired the property by foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale or similar process and consequently, the Seller(s) and Broker(s) have little or no direct knowledge concerning the condition of the property. Buyer(s) hereby holds Seller(s) and Broker(s) harmless from not completing and delivering a "Seller's Property Disclosure".
3. **SHORT SALE:** Short Sale? IF YES, the sale is contingent upon (a) Seller's lender(s) and/or other lien holder(s) (collectively the "Lender") approval of the purchase price, terms of the Contract and HUD (b) the Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness and (c) the Lender's release and satisfaction of the mortgage(s) and/or other liens upon receipt of discounted payoff. Buyer(s) acknowledges that the Lender(s) is not party to the Contract and therefore is not obligated to approve the Contract. Buyer(s) further acknowledges that Seller(s) and Broker(s) are not liable for delays caused by Lender(s), failure of the Lender(s) to approve the Contract, failure of the Lender(s) to complete the Short Sale after approving the Contract or any costs and expenses (such as payments for loan applications, inspections, and appraisals associated with the delays or Lender's failure to approve the Contract or complete the Short Sale after approving the Contract.
4. **LEAD BASED PAINT:** Built before 1978? IF YES, Lead Point Disclosure & Lead Paint Pamphlet is required and has been received
5. **HOA or CONDO:** Home Owner's Assoc. or Condo Assoc.? IF YES, HOA or Condo Assoc. Disclosure is required and has been received. Properties governed by Homeowners' and Condominium Associations are subject to restrictions, rules and regulations and owners of such properties are typically required to pay various fees and expenses associated with this type of ownership. Buyer (s) is recommended to contract the Association directly prior to entering into a contract to determine any matter which is important to You, including but not limited to, the Associations financial condition, rental or improvement restrictions, pending of threatening litigation, current or anticipated repair or improvements to the common elements and their impact on the fess or special assessments.
6. **SOLD AS IS:** Buyer(s) is aware that the property is sold in its present, AS IS condition with no home warranty and all defects, if any. Buyer(s) is purchasing the property without any obligation by Seller(s) to make any changes, alterations or repairs **unless otherwise agreed upon by all parties in the Contract.**
7. **BUYER INSPECTION:** Buyer(s) acknowledges that Seller(s) and Broker(s) have made absolutely no representations or warranties, express or implied, as to the condition of the property or the existing structure as to its habitability or suitability for occupancy, nor that the property meets city, county, state, or federal ordinances, codes or permitting requirements. Buyer(s) assumes all responsibility to and is strongly encouraged to obtain any and all desired inspection reports at Buyer(s) expense from licensed professionals and is also strongly encouraged to verify square footage, room counts and permitting with the city/county authorities. **Buyer (s) is strongly encouraged to obtain a General Home Inspection from a licensed home inspector. Some additional areas in which the buyer is advised to make their own additional inquiries with the appropriate professional inspectors and city/county authorities include but are not limited to line items 8. thru 20. below.**
HOLD HARMLESS: Buyer(s) acknowledges that they have not relied on any verbal representations from the Seller(s), Broker(s) or any of their representatives with respect to any of these items or the condition of the property. Buyer(s) acknowledge and agree to accept full responsibility/risk for any matters that may result from Buyer(s) due diligence, inspections and purchase of the property. By closing this transaction, the Buyer(s) affirms that Buyer(s) has executed all rights of inspection, walkthrough and accepted the property in its present AS IS condition and hold harmless, release and indemnify Seller(s), Broker(s), their officers employees, agents, heirs, executors, administrators, and successors from any Liability/Recourse/Damages (Financial or Otherwise).
8. **WATER/SEWER:** Buyer(s) is made aware that counties and/or municipalities are continually expanding their water and sewer services. As of the closing date, Buyer(s) agrees to be responsible for payment of any water and/or sewer connection fees, application fees, transfer fees or assessments on the subject property, whether or not said fees are pending, certified, ratified, confirmed or under an installment payment plan. In addition, some lenders, such as VA and FHA, may have special requirements for water and sewer connections. Buyer(s) is advised to confirm their own lender's specific requirements. Any such requirements shall be at the Buyer(s) expense and the responsibility of the Buyer(s) to verify all related costs and information. In the event the subject property is combined with other properties and the purchase requires separation, the Seller(s) will be responsible for paying any current and back owned assessments along with any and all fines, fees, accrued interest or any other costs as a result of the separation prior to closing.
9. **SEPTIC SYSTEMS AND WATER WELLS:** If the property has a septic system and/or water well, Buyer(s) is advised to pay special attention to these features and have them inspected by the appropriate professionals. They are encourages to check with the city/county building department and health department for any special requirements that may be required on the equipment by these municipalities.
10. **IMPROVEMENTS:** Buyer(s) is advised to have any existing improvements including but not limited to swimming pools and boat docks inspected by the appropriate professionals. Buyer (s) is responsible to check with the appropriate professionals and municipalities as to the ability and cost of any future improvements such as swimming pools and docks that the Buyer may wish to add to the property after closing.

BUYER (initials) _____

SELLER (initials) _____

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11. **SURVEY:** Buyer(s) is advised that zoning setbacks will affect where permanent structures can be placed on the property. An existing swimming pool, or other permanent structures, may violate set back(s). A buyer is encouraged to obtain a real property survey. Additional information concerning setbacks, easements and deed restrictions are available from zoning and planning at city hall.
12. **APPRAISAL:** Buyer(s) is advised to have an appraisal completed on the property to determine the appraised value.
13. **HOMEOWNER'S PROPERTY TAX ASSESSMENT:** Buyer(s) acknowledges that the Florida Constitution has been amended to provide a cap to the increase of some homeowner's Property Tax Assessment at 3% annual increase in the Consumer Price Index under certain circumstances. This modification, commonly referred to as "Amendment 10" or the "Save Our Home Amendment", also provides that the homestead property's assessed value is to return to its true fair market value upon transfer of monthly escrow requirements. Information on assessments can be obtained from the Property Appraisers office.
14. **FLOOD ZONE & INSURANCE:** Florida has different areas of flood zone classification. If Buyer(s) is obtaining a mortgage, the Lender may require Flood Insurance for certain flood hazard zones. The Buyer(s) is advised to check with their Lender and their Home Owner's Insurance Company as to whether Flood Insurance is required and the cost of such coverage. FEMA is currently making changes to the flood zones in our area. The Buyer(s) is advised to check with FEMA (<https://hazards.fema.gov>) as to whether this properties flood zone classification will be changed in the future.
15. **MOLD:** Buyer(s) is hereby advised that mold and/or other microscopic organisms may exist in the property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons, with immune system problems, young children and/or elderly persons.
16. **CHINESE DRYWALL:** Recent media reports indicate that there may be hazards associated with drywall imported from China (aka Chinese Drywall or Defective Drywall) which may have been installed in various homes throughout Florida.
17. **MEGAN'S LAW:** Buyer(s) is advised to contact local law enforcement agencies to obtain information regarding location of registered sex offenders.
18. **SCHOOL BOUNDARIES:** Buyer(s) acknowledges that the County School Board has full decision making powers to modify and/or change Public School boundaries at any time and that boundaries are currently re-examined by the School Board on an annual basis. Information on School Boundaries can be obtained from the School Board.
19. **DEED RESTRICTIONS:** Certain neighborhoods have deed restrictions that may affect the use of the property. Buyer (s) is advised to contact the Governing Authority to determine the restrictions and how they affect the property.
20. **PROTECTED SPECIES:** Scrub-jays (bird), gopher tortoises and burrowing owls are classified as "threatened" under the Endangered Species Act. Properties located within a Scrub-jay territory or properties that have tortoise or owl burrows will have restrictions on permitting and new construction. Scrub-jay territories, tortoise and owl burrows can and will change due to the animal's migration. Buyer(s) is advised to check with the United States Fish and Wildlife Service at 772-562-3909 to determine if the property is located in a Scrub-jay territory or if the property has burrows and the effect it has on the property.
21. **THIRD PARTY VENDORS:** We may provide the Buyer(s) and Seller (s) with the names of service providers (including but not limited to home inspectors, engineers, contractors, repair persons, mortgage lenders, title/escrow service companies, or attorneys) that other consumers have used or of whom we are aware of. Our doing so shall not in any way be construed to be a recommendation, warranty of their work or endorsement of any such providers. The Buyer (s) and Seller (s) assume all for selecting and compensating all vendors, professionals and providers of products and services. Buyer(s) and Seller (s) each hold Broker(s) harmless and release Broker(s) from all liability for losses or damages, whether caused by Broker's negligence or otherwise, in connection with (1) Broker's providing names of service providers, (2) Broker's referral, or retention of any vendor, (3) services or products provided by any vendor, and (4) expenses incurred by any vendor.
22. **DEPOSITS:** Anytime Realty does not maintain an Escrow Account and your Escrow money will not be held by Anytime Realty. All Escrow deposits must be placed with a Title Company or Attorney. Please be aware that Attorneys and Title Companies are not regulated by Florida Statute 475 (Florida Real Estate License Law), Florida Statute 455 (Professional Regulation) and Chapter 61J2 (Florida Real Estate Commission Rules). Any disputes will require Mandatory Arbitration through a third party Arbitrator. By signing this agreement, Seller(s) and Buyer(s) agree to Arbitration. The losing party of the Arbitration agrees to pay all legal fees of the prevailing party. In the event the parties agree to a division of escrowed monies, each party will be responsible for their own legal fees. Furthermore, all parties to this contract agree to hold Anytime Realty harmless from all liability and responsibility in connection with any dispute over escrowed funds.
23. **BUYER FLAT FEE:** The Anytime Realty Buyer(s) has been informed and agree to pay an additional Flat Fee of _____ to Anytime Realty LLC, payable at closing. This flat fee portion of the commission is allocated to administrative brokerage functions; including but not limited to, compliance with FREC record keeping requirements, administrative document preparation and review for accuracy and transaction processing. The CLOSING AGENT is instructed to include this fee on lines 700, 701 and/or 702 of the HUD-1 Settlement Statement. **This fee only applies to ANYTIME REALTY BUYERS; it is NOT applicable for Buyer(s) of cooperating brokers.**

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SELLER (initials) _____

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- 24. **HOME WARRANTY:** Buyer(s) and Seller(s) acknowledge they have been advised of the advantages of a Home Warranty. All parties have been given the opportunity to purchase a home warranty at their own expense.
- 25. **LEGAL:** If any provision contained herein is deemed invalid or unenforceable, the remaining provisions shall remain valid and enforceable. All contracts for the sale of real property are required to be in writing and signed by both parties in order to be enforceable.

AS ALWAYS, PROSPECTIVE BUYERS AND SELLERS ARE ADVISED TO CONSULT WITH LEGAL COUNSEL ON THESE AND ANY OTHER MATTERS AFFECTING THE PURCHASE OR SALE OF REAL PROPERTY.

This disclosure will survive delivery of the deed and closing. I hereby acknowledge receipt of a copy of this disclosure on the date shown below.

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____