



STANDARD DISCLOSURE FOR REAL ESTATE TRANSACTIONS

For the purpose of this Disclosure; Hunt Brothers Realty, Inc., its Broker, owners, licensed associates, unlicensed assistants, employees and all independent subcontractors are collectively hereinafter referred to as “HBR” and Buyer(s) and Seller(s) are individually and collectively hereinafter referred to as “Customer(s)” agree to and acknowledge receipt of the following provisions and terms; which shall survive the expiration, termination and/or closing of any Contract.

Contact Information: HBR will not sell or distribute its Customer(s) contact information to any outside third party companies. HBR may contact its Customer(s) to update and inform them of any local or national real estate news, and community information in the future. This communication is generally done through email, social media or traditional mail and can be cancelled by the Customer(s) upon request.

Settlement Fees: In addition to the contract price of the property Customer(s) will incur settlement fees associated with the transaction. These fees will be charged by including but not limited to; Attorneys, Title Companies, Mortgage Lenders, third party vendors and State, Federal and County governments. Estimates of these fees are available from your Mortgage Lender, Attorney and/or Title Company. Included in these settlement fees is an administration fee of \$295 payable to HBR from its Customer(s), which will be collected at closing for administrative processing and retention of transaction documents for a minimum of five years per Florida Statue 475.5015. For transactions under \$100k HBR will collect \$1,295.

Property Information: Customer(s) is advised to retain appropriate qualified professionals and consult with governmental agencies for verification of any information pertaining to the age, condition, room sizes, property dimensions, structural definition, building and feature specifications, environmental conditions, insurance information, property taxes, mortgage information, legal descriptions, condition of title, property value, school districts, building permits, municipal liens and all other information regarding the Property. HBR does not render any professional opinion as to the condition of the Property being purchased.

Property Taxes and Home/Flood Insurance: Buyer(s) should not rely on the Seller(s) current property taxes, or home and flood insurance premiums as the amount(s) that Buyer(s) will be obligated to pay. After a change of ownership, the property appraiser’s office reassesses the value of the property which may result in a tax increase. HBR advises the Buyer(s) to contact the local county property appraiser’s office in which the property is located for property tax assessment details including an explanation of the rules and qualifications for the Florida homestead exemption. Home and flood Insurance premiums can vary by provider and flood zone boundaries may change. Buyer(s) are strongly encouraged to contact a licensed insurance agent for more information. Additionally, flood insurance information can be found on www.fema.gov. HBR makes no representation as to the future costs of property taxes or home and flood insurance policy premiums as the amount that Buyer(s) will be obligated to pay.

Water/Sewer Utilities and Communication Services: Some areas of Florida do not have city or county water/sewer available for residential use. In some cases, connection to the city/county systems is mandatory. Buyer(s) are encouraged to contact the city/county utilities departments to verify the current connection and potential future costs associated with connection. Additionally, HBR does not render an opinion or advise in reference to the availability of communication services such as internet or mobile phone connectivity and these services should be verified by the Buyer(s) directly with the provider.

Deed Restrictions: Some subdivisions, neighborhoods and/or communities do have deed, age, membership, rental and/or other restrictions that may affect your planned use of the property. See Condominium/Homeowners Associations below.

Condominium/Homeowners Associations: Properties governed by an Association are subject to restrictions and rules and owners are typically required to pay various fees associated with this form of ownership. You should contact the Association directly to determine any matters that are important to you including, but not limited to, the Association’s financial condition, rental restrictions, pending or threatened litigation, or whether current or anticipated repairs or improvements may result in a special assessment or increase in your fees.

Buyer(s) _____

Seller(s) _____

Survey: HBR recommends Buyer(s) obtain a property survey when purchasing any property. There may be easements and/or encroachments within the property's boundaries that you need to be aware of. In some cases, they can affect a property's value or your intentions for the use of the property. It is your responsibility to review your property survey and if you have any questions or concerns to discuss them with your surveyor and/or attorney.

Scrub Jay: Customers(s) hereby acknowledge that they have been informed by HBR that certain properties in Florida including, but not limited to; Sarasota, Manatee, Charlotte, Hardee and Lee counties can be or are in the Scrub Jay Habitat area. Scrub Jays are a protected native Florida bird. To obtain a building permit, the Buyer(s) may be required to mitigate the property two to one (2-1). If you purchase a half-acre lot you may be required to mitigate one acre to obtain a permit. Buyer(s) will rely on the information received by the building dept. in the city/county where the property resides and not on an information received by Seller(s), HBR and are advised to seek the appropriate legal advice.

Seller's Disclosure: Florida Law requires Seller(s) to fully disclose any known facts that materially affect the value of the property. HBR will provide a Seller's Disclosure to its Seller(s) but cannot complete this form for the Seller(s) or advise the Seller(s) how to disclose or explain any known defects. If the Seller(s) is/are unsure how to answer a question, please consult legal advice from an attorney.

Home Inspectors/Contractors: As part of your Contract, you have a right to have inspections conducted with respect to the property as set forth in your Contract. HBR strongly recommends Buyer(s) obtain any inspections desired including but not limited to; Home, Roof, Pool, Mold, Termite, Plumbing, Electric, HVAC, Structural, Dock, Seawall or Soil. As the Buyer(s) you have the sole right to select all inspectors and contractors to inspect during the inspection period noted in your contract.

Third Party Vendors/Service Providers: HBR may provide Customer(s) with suggested names of service providers and vendors including but not limited to; Attorneys, Title Agents, Inspectors, Mortgage Bankers or Brokers, Engineers, Contractors of any kind, Moving Services, Handyman or Repair Persons, Home Staging Companies that other Customer(s) have used or whom HBR has done business with in the past. HBR's suggestion will not in any way be construed to be a recommendation or endorsement of, nor is HBR warranting the work of, any such providers. The choice to utilize any vendor or service provider rests solely with Customer(s) and Customer(s) are not obligated in any way to use suggested providers.

Zoning, Government Regulations and Building Permits: HBR makes no warranties regarding the ability to construct improvements or renovations on any property. All inquiries for construction or improvement must be researched by the Customer(s) directly with the appropriate department in the county/city where the property is located. In addition, it is the responsibly of the Customer(s), their Attorney and/or Title Company to make sure all permits for improvements to a property were obtained, permitted properly and closed. HBR cannot be held responsible for any unpermitted work or zoning changes.

Pinhole Leak: Pinhole leaks in copper piping are becoming more common across the United States. To date there is no definitive reason for these leaks and only qualified inspectors or plumbing professionals can advise Buyer(s) appropriately. HBR recommends that you seek professional advice from a plumber or other appropriate expert.

Defective Drywall: There have been reports that Defective drywall has been installed in the State of Florida. Defective drywall may cause property damage or health problems. Reports have found Defective drywall in constructed homes mostly in homes built or remodeled between 2004-2007. Customer(s) can request information from local Health Departments, the EPA or contact a trained inspection service to get information. Additional information can be found on the Florida Department of Health's website at www.doh.state.fl.us/Environment/community/indoorair/drywall.html.

Home Warranty: HBR recommends Buyer(s) purchase and Seller(s) provide a home warranty. A home warranty is generally a one-year residential service contract that provides repair or replacement coverage for the major operating systems in a home that fail due to normal wear and tear. HBR may receive referral compensation from the home warranty provider.

Sex Offender/Predator Information: Florida Statue 775.21 requires that all sexual offenders and/or predators register with the Florida Department of Law Enforcement (FDLE). HBR recommends that all Customers(s) review the information offered by the FDLE in reference to sexual offenders/predators in the area that the Buyer(s) are considering purchasing. This information is available to the public by calling 888.357.7332 or online at www.offender.fdle.state.fl.us.

Buyer(s) _____

Seller(s) _____

School Zones: HBR strongly advises Customer(s) contact the local school board for accurate information. School zones are subject to change and the information made available through the MLS or other sources must be verified by the Customer(s) directly with the local school board.

Tax Liability: Customer(s) acknowledge that they are strongly encouraged to seek advice from licensed tax professionals and have not relied upon any statement that may have been made by HBR. Customer(s) acknowledge that HBR does not render an opinion or advise about any tax liabilities or benefits including but not limited to income, municipal, state or federal taxes.

Short Sales: Short sales occur when a seller owes more on their mortgage than the property is worth. HBR can describe the basics of a short sale transaction to their Customer(s) as it differentiates from traditional sales but cannot offer any legal, financial or tax advice. If the Customer(s) are involved in a short sale transaction it is strongly recommended Customer(s) consult legal advice from a qualified attorney, accountant or CPA. Customer(s) understand, acknowledge and agree that HBR shall not have any liability relating to or arising out of the Customer(s) short sale transaction which shall survive the expiration, termination and/or closing of the contract.

Bank Owned Property: Buyer(s) is/are advised that bank owned (REO) property where property is offered for sale has likely been acquired by the Seller(s) through foreclosure and typically Seller(s) do not have knowledge of property condition nor have they ever occupied the property. There may be outstanding liens, claims and liabilities associated with the title which may cause delays in closing. Additionally, owner(s) regularly prepare documents and/or addenda's that supersede the real estate contract which are favorable to the Seller(s). Buyer(s) are advised to seek counsel to interpret such addenda's or documents.

Equal Housing Opportunities: HBR is required by law and The National Association of Realtors Code of Ethics to treat all parties in a transaction fairly without regard to race, color, religion, national origin, ancestry, sex, age, marital status, presence of children or physical or mental handicaps. For more information, please visit: www.hud.gov.

Legal Representation: Customer(s) are advised and acknowledge that HBR are not attorneys and by Florida Law may not; give legal advice, interpret the real estate contract, provide advice on specific legal rights and/or legal remedies and may not provide representation in court. HBR recommends and advises Customer(s) to verify all facts and representations that are important to Customer(s) and to consult a licensed attorney regarding those matters. Customer(s) agree to rely solely on a licensed Attorney for legal advice on any and all matters regarding the contract. Customer(s) have the opportunity to include a Seller(s) or Buyer(s) Attorney Approval Addenda or Rider attached to their contract, which provides the Customer(s) attorney a limited number of days to review and accept the contracts terms.

Multiple Offers/Showings: Buyer(s) should be aware that more than one offer may be received by Seller(s) for Property which the Buyer(s) is currently making an offer. Buyer(s) understand that multiple offers may be presented on the property the Buyer(s) choose to make an offer on, including offers through other HBR associates on behalf of another prospective Buyer(s). The Seller(s) is under no obligation to advise Buyer(s) that there are multiple offers on the Property or to negotiate offers in the order in which they are received and it is solely at the discretion of the Seller(s) as to which offer, if any, may be accepted, rejected, or countered at any given time. HBR cannot guaranty or predict what offer Seller(s) will accept or counter and cannot outline the criteria under which the Buyer(s) offer may or may not be selected over another offer. The only obligation of HBR is to present all offers when they are received at which time the Seller(s) may or may not act upon said offer. HBR shall neither disclose the terms and/or condition of any pending offers for the purchase of such property nor shall HBR reveal or discuss with other Buyer(s) the terms and conditions of the offer made by Buyer(s). HBR is not obligated to show Buyer(s) any property unless compensation acceptable to HBR is offered.

Builder/Construction Transactions: In the event, you are purchasing property and will retain a contractor or builder (including, but not limited to the Seller(s) or any affiliated or preferred builder), Broker may be paid a referral fee or a bonus in connection with your construction contract. If this is important to you, contact your contractor or home builder for full details before you enter a contract to purchase the property.

Data Entry Form: Seller(s) are required to review the information contained in the data entry form about their property with HBR and acknowledges the information to be true and correct to the best knowledge of the Seller(s). HBR will not be held responsible for errors or omissions on the data entry form or in the MFRMLS system.

Buyer(s) _____

Seller(s) _____

Appraisal Contingency: Financing contingencies in real estate transactions do not necessarily protect the buyer or provide the buyer an exit if the property doesn't appraise for the purchase price. If you want the contract to be contingent on the appraised value of the property you must add the Appraisal Contingency Rider to your contract.

MLS / MFRMLS: HBR, MLS (multiple listing service), MFRMLS (my Florida regional multiple listing service) advises that Customer(s) are hereby informed the property information provided from HBR, MLS, MFRMLS is deemed reliable but not guaranteed. Do not rely solely on HBR, MLS, MFRMLS or any other MLS syndicating website for property information.

Document/Email Security: HBR takes the privacy and the right to confidentially of our Customer(s) very seriously, however, there are certain risks involved with communication over the internet, through the air, and across land. Customer(s) release HBR from any leak or interception of Customer(s) personal information when stored physically or on a computer. Customer(s) authorize HBR to communicate via email, text message, any phone, fax, ground or air mail and any other form of electronic device that serves the purpose of expediting communication.

Release and Hold Harmless: Customer(s) understand, acknowledge and agree to forever waive, hold harmless and indemnify HBR from any and all claims, demands, liabilities or causes of action whatsoever, arising out of or relating to Customer(s) selection and use of any inspectors, contractors, engineers, attorneys, accountants, advisors, governmental agencies, vendors, third party service providers to perform any services for Customer(s) related to the Contract.

Transaction Broker Relationship: HBR is representing its Customer(s) in a Transaction Brokerage Relationship as set forth in Florida Statute 475.278. A transaction broker provides a limited form of representation to a Buyer(s), a seller, or both in a real estate transaction but does not represent either in a fiduciary capacity or as a single agent. It is presumed that all real estate licensees are operating as transaction brokers unless another relationship is established in writing.

The duties of the real estate licensee in this Transaction Brokerage Relationship form of representation include the following: (a) Dealing honestly and fairly; (b) Accounting for all funds; (c) Using skill, care, and diligence in the transaction; (d) Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the Buyer(s); (e) Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; (f) Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the Buyer(s) will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or Buyer(s) will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and (g) Any additional duties that are mutually agreed to with a party.

Conclusion: If you have any questions ask your Sales Associate, if you don't feel that you adequately understand the content mentioned in this disclosure then please seek the advice from an attorney. As prospective Buyer(s) or Seller(s) of Property, you are advised to pursue all efforts to obtain any information you believe is necessary or appropriate to decide on whether to sell or buy real estate.

Buyer _____ **Date** **Buyer** _____ **Date**

Seller _____ **Date** **Seller** _____ **Date**

HBR Associate _____ **Date**