

Attached Forms: (Please Check)

- 1. Listing Agreement / Addenda
- 2. Copy of Tax Roll
- 3. MLS Input Sheet / Status Change
- 4. Transaction Broker Disclosure
- 5. Affiliated Company Disclosure
- 6. Owner's Real Property Disclosure
- 7. Mold Addendum Disclosure
- 8. Flood Zone Application
- 9. Final Inspection

Listing Cover Sheet

* Required for Listing Letter (Please Print Legibly!)

Property Address: _____

* SELLER(s): _____

Address: _____

City/State/ZIP: _____

Home Phone: _____

Home FAX: _____

Cellular: _____

Work: _____

Work FAX: _____

e-mail: _____

* Salutation: (Check One)

- Mr. Mr. & Mrs. Mr. & Mr. | Ms. Mr. & Ms. Ms. & Ms. | Mrs. Dr. & Mrs. Dr. & Dr.

Name: _____

Phone: _____

FAX: _____

ATTORNEY: _____

Address: _____

Phone: _____ FAX: _____

e-Mail: _____

DPN #: _____

MLS#: _____

Price: _____

LA(s): _____

Phone(s): _____

Referral: _____

Order Sign?: Yes No

Special Instructions: _____

Source of Listing: (Check One)

- Personal Contact Open House Sign Newspaper Web Magazine Relo Floor Other

Showing Instructions to Appear on Floor Card _____

Key?: Yes No # _____ Lock Box?: Yes No Combo # _____

For Office Use Only

Date / Initials

Caravan Spindle _____

Order Sign _____

Input Into MLS _____

MLS Printout for Agent to Proof _____

New Listing Letters _____

Print Floor Cards _____

Real Easy _____

Sale Cover Sheet

PROPERTY ADDRESS _____

List Price _____ Sale Price _____ Effective Date _____ Closing Date _____

BROKER INFORMATION:

Imobilia Real Estate LLC., Realtors®

Listing Agent _____

Office # _____ FAX _____

Selling Agent _____

Office # _____ FAX _____

Referral _____

CO-OP OFFICE _____

Agent _____

Cell _____

Office # _____ FAX _____

e-Mail _____

if Selling Agent License # _____

ESCROW DEPOSIT:

ESCROW AGENT (Funds to be held by) _____

DEPOSIT AMOUNT _____ **ADDITIONAL DEPOSIT** _____

Escrow Letter Sent to: _____ Date: _____

CONTACT INFORMATION: (Please complete all blanks)

SELLER _____

Home Address _____

Home _____ Work _____

Cell _____ FAX _____

e-Mail _____

BUYER _____

Home Address _____

Home _____ Work _____

Cell _____ FAX _____

e-Mail _____

SELLER'S ATTY _____

Address _____

Phone _____ FAX _____

e-Mail _____

Sent Contract & Info (date) _____

BUYER'S ATTY _____

Address _____

Phone _____ FAX _____

e-Mail _____

Sent Contract & Info (date) _____

MORTGAGE BROKER _____

Loan Officer _____

Phone _____ FAX _____

e-Mail _____

CLOSING AGENT _____

Processor _____

Phone _____ FAX _____

e-Mail _____

PAPERWORK ATTACHED: (Please Check all Forms Attached)

- Contract** (fully executed)
- Affiliated Company Business Disclosure
- Broker Relationship Disclosure (Transaction)
- The Impact of Amendment 10
- Mold Disclosure and Addendum
- Receipt of Condo Documents
- Seller's Property Disclosure
- Tax Sheet
- Unincorporated Dade County Flood Rider

- Comprehensive Addendum** (also check completed sections):
 - A.** Condo Association
 - B.** Homeowners' Association
 - C.** Seller Financing
 - D.** Mortgage Assumption
 - E.** FHA **F.** VA
 - G.** New Mortgage Rates
 - H.** As Is **I.** Inspections
 - J.** Insulation Disclosure
 - K.** Lead-Based Paint (pre-1978)
 - L.** Flood Insurance
 - M.** Housing for Older Persons
 - N.** Unimproved/Agricultural
 - O.** Interest Bearing Account
 - P.** Back-Up Contract
 - Q.** Broker Personal Interest
 - R.** Rentals
 - S.** Sale of Buyer's Property
 - T.** Rezoning **U.** Assignment
 - V.** Property Disclosure
 - W.** Foreign Investment
 - X.** 1031 Exchange
 - Y.** Additional Clauses

Source of Sale:

- Web site Floor Mailing Magazine
- MLS Newspaper Open House
- Personal Contact Associate Web Site
- Relo Sign Other: _____

Deadline Dates:

- Additional Deposit _____ Inspections _____
- Mortgage Application _____ Title Evidence _____
- Mortgage Commitment _____
- Other: _____

Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



This Exclusive Right of Sale Listing Agreement ("Agreement") is between _____ ("Seller") and _____ ("Broker").

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

2. DESCRIPTION OF PROPERTY:

(a) Real Property Street Address: _____

Legal Description: _____

See Attachment _____

(b) Personal Property, including appliances: _____

See Attachment _____

(c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires _____.

3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller:

(a) Price: _____

(b) Financing Terms: Cash Conventional VA FHA Other _____

Seller Financing: Seller will hold a purchase money mortgage in the amount of \$_____ with the following terms: _____

Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$_____ plus an assumption fee of \$_____. The mortgage is for a term of _____ years beginning in _____, at an interest rate of _____% fixed variable (describe) _____.

Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

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

4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller authorizes Broker to:

(a) Advertise the Property as Broker deems advisable in newspapers, publications, computer networks, including the Internet and other media; place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales contract); and use Seller's name in connection with marketing or advertising the Property;

(b) Obtain information relating to the present mortgage(s) on the Property.

(c) Place the property in a multiple listing service(s) (MLS). Seller authorizes Broker to report to the MLS/Association of Realtors® this listing information and price, terms and financing information on any resulting sale. Seller authorizes Broker, the MLS and/or Association of Realtors® to use, license or sell the active listing and sold data.

(d) Provide objective comparative market analysis information to potential buyers; and

(e) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and releases Broker, persons working through Broker and Broker's local Realtor Board/Association from all liability and responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all offers once Seller accepts a sales contract for the Property.

(f) Act as a transaction broker.

5. SELLER OBLIGATIONS: In consideration of Broker's obligations, Seller agrees to:

(a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.

(b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.

- (c) Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.
- (d) To indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.
- (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
- (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.) other than the following: _____

Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

6. COMPENSATION: **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to **Seller**.

Seller will pay **Broker** as follows (plus applicable sales tax):

- (a) _____% of the total purchase price OR \$_____, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.
- (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.
- (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.
- (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by **Broker**, **Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within _____ days after Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Seller**, **Broker** or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.
- (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive _____% of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: **Broker's** office policy is to cooperate with all other brokers except when not in **Seller's** best interest: and to offer compensation in the amount of _____% of the purchase price or \$_____ to **Buyer's** agents, who represent the interest of the buyers, and not the interest of **Seller** in a transaction; and to offer compensation in the amount of _____% of the purchase price or \$_____ to a broker who has no brokerage relationship with the **Buyer** or **Seller**; and to offer compensation in the amount of _____% of the purchase price or \$_____ to Transaction brokers for the **Buyer**; None of the above (if this is checked, the Property cannot be placed in the MLS.)

8. BROKERAGE RELATIONSHIP:

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or sales associate represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

TRANSACTION BROKER NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

As a transaction broker, _____ and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. 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 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 will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®

inmobilia
REAL ESTATE

NAME: _____
SELLER HAS HAS NOT OCCUPIED THE PROPERTY.
DATE SELLER PURCHASED PROPERTY? _____
IS THE PROPERTY CURRENTLY LEASED? NO YES TERMINATION DATE OF LEASE: _____
DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES ; YEAR _____

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: _____
LEGAL DESCRIPTION: _____

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

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

1. CLAIMS & ASSESSMENTS

- a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO YES If yes, explain: _____
- b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO YES If yes, explain: _____

2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

- a. of any deed or homeowner restrictions? NO YES
- b. of any proposed changes to any of the restrictions? NO YES
- c. of any resale restrictions? NO YES
- d. of any restrictions on leasing the property? NO YES
- e. If any answer to questions 2a-2e is yes, please explain: _____

f. Are access roads private public ? If private, describe the terms and conditions of the maintenance agreement: _____

g. If there is a homeowner association, is membership mandatory? NO YES , and are fees charged by the homeowner association? NO YES If yes, explain: _____

3. PROPERTY-RELATED ITEMS

Are You Aware:

- a. if you have ever had the property surveyed? NO YES Date: _____
- b. if the property was surveyed, did you receive an elevation certificate? NO YES Date: _____
- c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO YES
- d. of any portion of the property that is fenced? NO YES
- If any answer to questions 3a-3d is yes, please explain: _____

4. THE LAND:

Are You Aware:

- a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES
 - i. of any sinkhole insurance claim that has been made? NO YES
 - ii. if claim made, was claim paid? NO YES
 - iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO YES
- b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO YES
- c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO YES

If any answer to questions 4a-4c is yes, please explain: _____

5. ENVIRONMENT:

Was the property built before 1978? NO YES

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: _____

- b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES

- c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO YES

If any answer to questions 5a-5c is yes, please explain: _____

6. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO YES If yes, identify the zoning classification _____
- b. of any zoning violations or nonconforming uses? NO YES
- c. if the property is zoned for its current use? NO YES
- d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO YES
- e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO YES
- f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO YES

If any answer to questions 6a-6f is yes, please explain: _____

7. FLOOD:

Are You Aware:

- a. if any portion of the property is in a special flood hazard area? NO YES
- b. does the property require flood insurance? NO YES
- c. whether any improvements including additions, are located below the base flood elevation? NO YES
- d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO YES

e. if any portion of the property is seaward of the coastal construction control line? NO YES
If any answer to questions 7a-7e is yes, please explain: _____

8. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any improvements located on the property or any structural damage to the property by them? NO YES If yes, explain: _____

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO YES Date of inspection _____ If so, what was the outcome of the inspection? _____

c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO YES Date and type of treatment _____, Company name: _____

9. STRUCTURE-RELATED ITEMS:

Are You Aware:

a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO YES

b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO YES

c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO YES

d. of any active permits on the property which have not been closed by a final inspection? NO YES
If any answer to questions 9a-9d is yes, please explain: _____

10. ROOF-RELATED ITEMS:

Are You Aware:

a. of any roof or overhang defects? NO YES

b. if the roof has leaked since you owned the property? NO YES

c. if anything was done to correct the leaks? NO YES

d. if the roof has been replaced? NO YES If yes, when: _____

e. If there is a warranty on the roof? NO YES If yes, is it transferable? NO YES

f. If the roof been inspected within the last twelve months? NO YES

If any answer to questions 10a-10f is yes, please explain: _____

11. PLUMBING-RELATED ITEMS:

a. What is your drinking water source? Public Private Well Other Source . If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? _____

b. Do you have a water conditioning system? NO YES If yes, type: _____ Owned Leased c. What is the balance owed on the system? \$ _____

d. Do you have a sewer or septic system ? If septic system describe the location of each system: _____

e. Are you aware of any septic tanks or wells on the property which are not currently being used? NO YES If yes, explain: _____

f. Are you aware of any plumbing leaks since you have owned the property? NO YES If yes, explain: _____

g. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO YES If yes, explain: _____

12. POOLS/HOT TUBS/SPAS:

- a. Does the property have a swimming pool? NO YES Hot tub? NO YES Spa? NO YES
- b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? NO YES For the spa? NO YES For the hot tub? NO YES
- c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements Approved safety pool cover
Required door and window exit alarms Required door locks none
- d. Are you aware of any conditions regarding these items that materially affect the value of the property? NO YES If yes, explain: _____

13. MAJOR APPLIANCES:

Indicate existing equipment:

- Range Oven Microwave Dishwasher Garbage Disposal Trash Compactor Refrigerator
- Freezer Washer Dryer

Are any of these appliances leased? NO YES Are any of these gas appliances? NO YES

Is the water heater: owned leased ; Is the water heater: electric gas

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO YES If yes, explain: _____

14. ELECTRICAL SYSTEM:

Are You Aware:

- a. of any damaged or malfunctioning switches, receptacles, or wiring? NO YES
- b. of any conditions that materially affect the value or operating capacity of the electrical system? NO YES

If answers to questions 14a or 14b is yes, please explain: _____

15. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

Air conditioning:

Central Window/Wall Number of units _____

Heating:

Electric Fuel Oil Gas Other

Solar Heating:

Owned Leased

Wood-burning stove: NO YES

Fireplace: NO YES Describe fireplace equipment: _____

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO YES If yes, explain: _____

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO YES Leased Owned Connected to Central Monitor Monthly Fee \$ _____

Smoke Detectors: NO YES , Number of smoke detectors? _____

Lawn Sprinkler System: NO YES Sprinkler water source: _____ If well is source, is there an iron filter? NO YES Is there a timer? NO YES Is the timer automatic? NO YES

Garage door openers? NO YES , Number of transmitters? _____, Humidistat? NO YES Humidifier? NO YES Electric air filters? NO YES Vent fans? NO YES

Paddle fans? NO YES , Number of paddle fans? _____

17. OTHER MATTERS:

Is there anything else that materially affects the value of the property? 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: _____ / _____ Date: _____
(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)



**ADDENDUM TO LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY TO SELL
SHORT SALE**



This Addendum is to the Listing Contract Exclusive Right and Authority to Sell (the "Listing Contract") entered into between:

_____ ("BROKER") and

_____ ("SELLER")

relating to the following described real property ("Property"):

The following terms are hereby incorporated into and made a part of the Exclusive Right and Authority to Sell Contract:

1. A short sale typically occurs when the Seller's net sale proceeds after payment of customary closing costs from the sale of real property are insufficient to pay the outstanding mortgage loan and/or other lien balance(s) in full at closing. Generally, a short sale Seller is in default of his loan or lien obligations, and is able to document the financial inability to meet ongoing repayment obligations.
2. Any sales contract entered into by SELLER for the sale of the Property should include a contingency for: (A) approval of the purchase price and all other terms of the sales contract by SELLER's lender(s) and/or other lienholder(s) (collectively the "Lender"), and (B) the Lender's written agreement to accept a payoff which is less than the balance due on the loan or other indebtedness, and furnish a release and satisfaction of the mortgage(s) and/or other lien(s) upon receipt of said discounted payoff amount(s).
3. SELLER acknowledges that SELLER will not receive any net sales proceeds at closing.
4. SELLER authorizes BROKER to: (A) market the Property as a short sale or pre-foreclosure property in MLS and other marketing media; and (B) include the contingency set forth in Paragraph 2 above in any sales contract entered into by SELLER; and (C) contact Lender's loss mitigation, collections or other appropriate department to obtain loan and/or lien status, account, payoff and related information, and to otherwise communicate directly with the Lender to facilitate Lender approval of the short sale transaction. SELLER shall execute any written authorization to release information required by the Lender to enable BROKER to perform this function; and (D) provide comparables, broker's price opinions (generally consists of information regarding comparable properties in the same community, general condition of the community and condition of the Property relative to other properties in the community), and MLS and other information to document the current market value of the Property to Lender; and (E) furnish any and all mortgage and/or other lien account and payoff information to prospective purchasers and/or their cooperating brokers; and (F) coordinate visual inspection of the Property by authorized representative(s) of Lender.
5. BROKER has advised SELLER to obtain legal counsel to oversee and supervise the short sale transaction, and facilitate negotiations with the Lender, and has further advised SELLER to consult with accounting and/or other tax and financial advisors regarding the tax and other financial implications of entering into the short sale transaction, including without limitation that the amount of any indebtedness forgiven by Lender may be taxable.
6. SELLER shall promptly and timely furnish the following information and documentation to Lender as and when requested: (A) copies of the fully executed Sales Contract; and (B) a preliminary Settlement Statement prepared by the closing agent; and (C) SELLER's employment information and pay stubs and other records, tax returns, bank and financial statements, copies of medical bills, hardship letter outlining SELLER's financial difficulties and citing any specific unforeseen or special circumstances to justify the short sale transaction, proof of SELLER's existing assets and liabilities, and any and all other information and documentation required by the Lender to evidence and substantiate SELLER's financial inability to fulfill SELLER's repayment obligations to Lender.

(Authorized Broker's Signature) (Date)

(Seller's Signature) (Date)

(Brokerage Firm Name)

(Seller's Signature) (Date)

(Listing Licensee's Printed Name)



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: _____ / _____ Date: _____
(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)

THIS FORM IS MULTI-PURPOSE AND MUST BE USED TO REPORT ANY OF THE FOLLOWING CHANGES TO A LISTING:

- 1. Price Change
- 2. Extension
- 3. Change in Terms and/or Conditions
- 4. Back on Market
- 5. Withdrawal
- 6. Sale Pending
- 7. Sale Closed

SEF REGIONAL STATUS CHANGE REPORT

A

ML#	ST.#/STREET	PROPERTY TYPE	LIST BROKER CODE	LIST DATE
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B

CHANGES

USE THIS SECTION TO REPORT CHANGES, CORRECTIONS OR EXTENSIONS.

Check the appropriate box to denote type of change and complete corresponding blanks.

1. **PRICE CHANGE** Present Price \$ _____ New Price \$ _____
(omit commas and decimals)
2. **EXTENSION OF EXPIRATION DATE LISTING** Listing Agreement dated _____, 19_____, is extended until _____, 19_____, with all other conditions in the original agreement or subsequent changes to remain the same unless otherwise specified on this form.
3. **TRANSFERS:** (a) Listing transferred to another office: (Name, Office# & Tel. #) _____

(b) Designated Realtor accepting listing (signature): _____
4. **BACK ON MARKET**
5. **WITHDRAW LISTING FROM MLS** **WD:** _____
Withdrawn Date MM DD YY
6. **CANCELLED**
7. **TEMPORARILY OFF MARKET**

CONTRACT STATUS

C

USE THIS SECTION TO REPORT PROPERTIES LEAVING THE ACTIVE MARKET.

Check the appropriate box to denote type of change and complete the date. Broker's signature required.

8. **PENDING SALE (Status PS)** **PD:** _____ **CONTING:** _____ (1 REQ'D, Check 1)
MM DD YY Type of Contingency
 - A Sale of Other Property
 - B Call Listing Agent/Will Accept Back Up Offers
 - C 3rd Party Approval
 - D Close of Other Property
 - E No Contingencies
 - F Lease Option
 - G Pending Inspection
 - (1 REQ'D, Check 1) ASSUME
 - CASH
 - CONV
 - EXCH
 - FHA
 - OTHER
 - PMM
 - SFIN
 - VA
 - LEASE (Com & Bus Only)
9. **CLOSED SALE (Status CS)** **PD:** _____ **DM:** _____ **FURN:** _____ (1 REQ'D, Check 1)
Date MM DD YY Days on Market System Calculated Applicable for RE1 & RE2
 - F Furnished
 - P Partial
 - U Unfurnished

Sale Price **SP:** \$ _____ **TR:** _____
Sold Terms
10. **CD:** _____ **SPID:** _____ **SS:** _____ **CB:** _____
Closing Date MM DD YY Selling Agent Public ID Selling Agent Name (System Assigned) Cooperating Office Branch Broker
11. **RENTED (Status R - RNT Property Only)** **RP:** \$ _____ **RD:** _____ **RPID:** _____ **CB:** _____
Rented Price Rented Date MM DD YY Rental Agent's Public ID Cooperating Office Branch Broker

SELLER Signature _____ SELLER Signature _____ Date Signed _____

BROKER Signature _____ Date Signed _____

LISTING SALESPERSON Signature _____ Date Signed _____

FINAL INSPECTION

Sale / Lease

Date: _____

Buyers or Tenants/Sellers names: _____/_____

Property Address Purchased/Leased: _____

I/We (**NAMED ABOVE**) have conducted a final inspection as allowed based on our Sales Contract or Lease Agreement and found the appliances, cooling, electrical and plumbing systems plus the overall condition of the property in an acceptable condition based on our agreement. I/We accept property in **AS IS CONDITION**, except for any exceptions that I/we have listed below.

Exceptions as found by the Buyers/Tenants, (if any): _____

Purchaser/Renter

Purchaser/Renter

Acknowledged Inspections done by: _____, Agent for Fla. Inmobilia / Renters Cafe.

Escrow & Commission Check Request for: SALE LEASE (Check One)

(All blanks on this sheet MUST be completed)

Closing Date: _____ Closing Time: _____ MLS#: _____
 Seller/Landlord: _____
 Buyer/Tenant: _____
 Associate: _____ Office: _____
 Property Address: _____
 Final Sale/Lease Price: \$ _____ Total Commission: (%) \$ _____

Buyer Seller Listing Associate Selling Associate
 Is Imobilia holding the escrow deposit Yes No Is it in an interest-bearing account? Yes No
 Total amount held in Escrow: \$ _____

The balance of the deposit (overage) should be made payable to: (Name as it will appear on the check:)

Seller(s)/Landlord: _____ \$ _____
 Buyer(s)/Tenant: _____ \$ _____
 Attorney Trust: _____ \$ _____
 Co-Broker: _____ \$ _____
 Title Co.: _____ \$ _____

File is complete: _____
 Manager's Signature

COMMISSION DISBURSEMENT: <i>Note: If commission is less than 3%, Manager approval is required!</i>			
Listing Office Commission: (%) \$ _____	Selling Office Commission: (%) \$ _____		
Listing Company: _____	Selling Company: _____		
Agent Name: _____	Agent Name: _____		
(_____ %) of deal \$ _____	(_____ %) of deal \$ _____		
Agent Name: _____	Agent Name: _____		
(_____ %) of deal \$ _____	(_____ %) of deal \$ _____		
Referral Name: _____	Referral Name: _____		
(_____ %) of deal \$ _____	(_____ %) of deal \$ _____		
Other: _____	Other: _____		
(_____ %) of deal \$ _____	(_____ %) of deal \$ _____		

CASH DISBURSEMENT

Hold Deposit: \$ _____
 Pet Deposit: \$ _____
 Security Deposit: \$ _____
 Advanced Rent: \$ _____
 Last Month: \$ _____
 Cleaning Fee: \$ _____
 Broker Fees: \$ _____
 Short Term Taxes: \$ _____

Rental Period: _____ mos. _____ wks. _____ dys.
 Rent Amount: \$ _____

Total Rent Amount for the Period: \$ _____

FOR OFFICE USE ONLY	
Comm. to House:	\$ _____
Comm. to Agent:	\$ _____
Comm. to Co-Broker:	\$ _____
Other Fees:	\$ _____
Amt Payed to Landlord: \$ _____	
Check # : _____	
Disbursement Date: _____	

Manager's Signature: _____ **Date:** _____