

BUYERS RE DISCLOSURES
and
TRANSACTION BROKERAGE AGREEMENT



Buyer: _____
Buyer: _____
Date: _____
Branch Office KEYES BOCA BLUE LAKE
Keyes Associate VALERIE SELBY, P.A.



NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, The Keyes Company and its Associates [Keyes] owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts materially affecting the value of residential real property which are not readily observable to the buyer;
3. Accounting for all funds entrusted to the licensee.

DISCLOSURE OF BROKER'S STATUS, COMPENSATION AND AUTHORITY

Keyes does not represent any party to a transaction regardless of any other designation or description in any other document or agreement to the contrary *unless Keyes has been engaged as a transaction broker in accordance with the terms of its written Brokerage Agreements*. As an independent contractor/transaction broker, Keyes may be employed as a broker by the owners of other property, as well as by other prospective buyers/tenants to locate property for them.

Neither cooperating brokers nor Keyes' sales associates are authorized to modify or alter this disclosure form or to make any agreement or representation on behalf of *The Keyes Company* and they are solely responsible for their own statements, representations and actions. Keyes has not investigated, screened or otherwise verified, the social, financial or employment background of any party to this transaction and makes no representation regarding same. If you believe Keyes has failed to perform any service required of it as a broker, you should immediately give written notice thereof to the branch manager of the office identified above.

INTEREST ON ESCROW

Deposits held by Keyes will be deposited in a Florida financial institution selected by Keyes and Keyes may obtain from the financial institution a direct or indirect benefit in connection with such deposit, including interest or other earnings.

DISCLOSURE OF KNOWN DEFECTS

You should request a copy of the Owner's Disclosure of Known Defects from the Owner prior to your execution of a purchase and sale contract or contract to lease. Keyes has not conducted a physical inspection of the property to discover concealed defects, to determine the presence of any lead, hazard or any other toxic substance, or to determine the accuracy or completeness of the Owner's disclosure form, any other marketing brochure, property description, or property information nor has it examined the public records to determine the property's compliance with applicable zoning, building codes or other applicable law and as a real estate broker. Keyes is prohibited from giving you legal advice regarding your rights and obligations in this or any other transaction.

BUYER'S/ TENANT'S RESPONSIBILITIES FOR PROPERTY INSPECTIONS

You should obtain competent legal advice regarding your rights and obligations under the contract and to determine the status of title to the property as well as the property's compliance with applicable zoning and building codes including minimum flood elevations and other applicable laws. **The information contained in the broker's listing brochure is a general description of the property, it is not based on the personal knowledge of Keyes or its associates, and no representation is expressed or implied by Keyes regarding its accuracy or the actual physical condition of the property, the status of title of the property, the property's compliance with applicable law, or the actual income and expenses of the property.**

Under the terms of most purchase and sale contracts, and contracts to lease, the Buyer/Tenant is solely responsible for the inspection of the property, including, but not limited to its income and expenses, all personal property, the structural components, and operating systems of the buildings; for the determination of the presence of any hazardous waste or materials; for the examination of the public records to determine the status of title of the property as well as the property's compliance with applicable zoning and building codes and for the determination of whether the buildings have been built below the minimum applicable flood elevations. You should obtain competent advice from experts who are qualified to advise you in such areas. If requested, Keyes may furnish you with a list of independent contractors licensed to conduct a physical examination of the property and to examine the title of the property. However, any such list consists only of local contractors who perform such services and Keyes does not endorse or otherwise warrant any such services. The contractors you employ are solely responsible for their own statements, representations, and actions. Your employment of any such contractors must be based solely upon your own determination of such contractor's ability to perform the services you request.

Other neighborhood factors may affect your decision to purchase or lease a property; you should confirm the current local school boundaries with the County school board prior to or during your inspection period. The Florida Department of Law Enforcement maintains a list of sexual predators that may in the area; information is available at 1-888-357-7332, by email at sexpred@fdle.state or on the web at www.fdle.state.fl.us.

Under the Florida Building Energy-Efficiency Rating Act; the Department of Community Affairs has adopted a statewide uniform building energy- efficiency rating system to encourage the purchase of energy-efficient buildings. The Buyer may have the building's energy-efficiency rating determined, and the Buyer should receive a copy of the information brochure prepared and provided

uniform building energy- efficiency rating system to encourage the purchase of energy-efficient buildings. The Buyer may have the building's energy-efficiency rating determined, and the Buyer should receive a copy of the information brochure prepared and provided at no cost by the Department of Community Affairs at the time of, or prior to, the Buyer's execution of the contract. If you did not receive one, please ask for it. The Brochure will provide information 1) How to analyze the building's energy-efficiency rating, (2) comparisons to statewide averages for new and existing construction of that class, (3) information concerning methods to improve the building's energy-efficiency rating, (4) that the energy-efficiency rating may qualify the residential purchaser for an energy-efficient mortgage from lending institutions.

RADON GAS AND OTHER ENVIRONMENTAL RISKS

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 county public health units. Some other common hazardous substances found in existing housing are asbestos, lead, urea formaldehyde foam insulation and mold. Most buildings built before 1950 contain lead in existing paint and plaster, almost half of those buildings built between 1950 and 1980 contain lead in existing paint. In buildings built between 1982 and 1988 the tap water may contain lead from solder used for plumbing pipes. Lead is poisonous if consumed. Lead contamination may occur by eating lead paint chips, by breathing lead dust from plaster and paint and by drinking contaminated water. If lead contaminated products are present in the building, precautions should be taken to reduce risk of lead poisoning especially if any occupant is pregnant or young; and if any renovations are contemplated. Risk of drinking water contamination from environmental sources is also possible, if water source is supplied to the property by a private well. Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons Properties that have had water penetration are susceptible to mold contamination. Additional information regarding lead and other environmental risks may be obtained from any public health unit, from the Department of Veteran Affairs or from the Department of Housing and Urban Development.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every Buyer of any interest in residential real property on which the residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Owner of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Owner's possession and notify the Buyer of any known lead- based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase or lease.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION

ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating to this Buyers REAL ESTATE Disclosures and Transaction Brokerage Agreement, or any transaction contemplated by it, or to any other agreement between you and Keyes, including but not limited to escrow disputes, any debt collection issues, and any issues arising under state or Federal laws, prior to the expiration of the applicable statute of limitations, shall be settled by domestic, not international, arbitration in the county wherein the subject property or Keyes Branch Office is located in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association. However, the arbitrator shall be approved by all parties and shall have no authority to modify, alter or amend the terms of this agreement or any other agreement or to award any remedy or relief contrary to the express terms of any agreement between us.

TRANSACTION BROKERAGE AGREEMENT

In consideration of Keyes' agreement to use its efforts, at its expense, to find a property for us to purchase and to assist us in the negotiation of its purchase, we will pay Keyes a transaction brokerage fee in the amount of \$399.00 at the closing of our purchase of the property found by you for us. Keyes' services under this Agreement exclude all real estate brokerage services that may be rendered to a seller or landlord in conjunction with the purchase of lease of any real property; and we understand that Keyes and cooperating brokers may receive a fee from such sellers or landlords for services provided to such sellers or landlords in addition to any fee that is payable by us under this agreement.

ANY STATEMENTS OR REPRESENTATIONS WHICH MAY CONFLICT WITH THESE REAL PROPERTY DISCLOSURES MAY NOT BE RELIED UPON.

The undersigned acknowledge that this written Buyers REAL ESTATE Disclosures and Transaction Brokerage Agreement was received before the undersigned signed a contract regarding real estate.

BUYERS:

Signature Date

Signature Date

Name and Mailing Address

Name and Mailing Address

Email Address

Email Address

