



# ADDENDUM



BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_

SUBJECT PROPERTY: \_\_\_\_\_

PURCHASE PRICE: \_\_\_\_\_ CONTRACT DATED: \_\_\_\_\_

LEGAL DESCRIPTION:

\_\_\_\_\_

The Buyer and Seller agree that the following terms modify, amend and supplement the terms of the above referenced contract.

Time is of the essence with regard to any of the provisions of this Addendum. Except as expressly set forth herein all of the terms of said Contract are incorporated herein by reference.

The express terms of this Addendum shall govern and control in the event of any conflicts with the terms of said Contract. The Buyer and Seller agree that the language of this Addendum and the Contract shall be construed according to their fair meaning and not strictly for or against either party. This Addendum constitutes the entire agreement of the parties hereto with respect to the matters addressed herein, and supersedes all prior or contemporaneous contracts, promises, representations, warranties, and statements, whether written or oral with respect to such matters; and this Agreement may not be changed except by a written agreement signed by all of the parties hereto.

IN WITNESS WHEREOF the Seller and Buyer have signed this Addendum to Contract:

**SELLER** (SEAL)  
\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date

**SELLER** (SEAL)  
\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date

**BUYER** (SEAL)  
\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date

**BUYER** (SEAL)  
\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date



The clause below will be incorporated into the Contract between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_ only if initialed by all parties:

ASSOCIATION DISCLOSURES

( ) ( ) - ( ) ( ) A. Condominium Association: The Property is a condominium which is subject to the rules and regulations of a condominium association ("Association"). If the condominium property is subject to a master Homeowner's Association, also attach Homeowner's Association addendum B. Seller's warranty under Paragraph 8 of the Contract and risk of loss under Paragraph 9 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable) extend to the unit and limited common elements appurtenant to the Property and not to any common elements or any other property.

(1) Documents: Seller will, at Seller's expense, deliver to Buyer the current and complete condominium documents (including question and answer sheet, current year-end financial information and any recorded amendments) referenced in subparagraph (9) below no later than 3 days from Effective Date (if Buyer has already received the required documents, indicate receipt by initialing here ( ) ( ) Date received \_\_\_\_\_, \_\_\_\_\_). If this Contract does not close, Buyer will immediately return the documents to Seller, failing which Buyer authorizes Escrow Agent to reimburse Seller \$ \_\_\_\_\_ from the deposit for the cost of the documents.

(2) Association Approval: If the condominium declaration or bylaws give the Association the right to approve Buyer as a purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within \_\_\_\_\_ days from Effective Date and use diligent effort to obtain approval, including making personal appearances and paying related fees if required. Buyer and Seller will sign and deliver any documents required by the Association to complete the transfer. If Buyer is not approved, this Contract will terminate and Seller will return Buyer's deposit unless this Contract provides otherwise.

(3) Right of First Refusal: If the Association has a right of first refusal to buy the Property, this Contract is contingent on the Association deciding not to exercise such right. Seller will, within 3 days from receipt of the Association's decision, give Buyer written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, Buyer's deposit will be refunded unless this Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker procured the sale.

(4) Application/Transfer Fees: Buyer will pay any application and/or transfer fees charged by the Association.

(5) Parking/Boat Slip/Storage Unit: Seller will assign to Buyer at closing parking space(s) # \_\_\_\_\_; boat slip(s) # \_\_\_\_\_; and storage unit(s) # \_\_\_\_\_.

(6) Fees: Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide information about its fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of Closing Date. If, after the Effective Date, the Association imposes a special assessment for improvements, work or services, Seller will pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. If special assessments may be paid in installments [ ] Buyer [ ] Seller (if left blank, Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Seller represents that he/she is not aware of any pending special or other assessment that the Association is considering except as follows: \_\_\_\_\_

Seller represents that he/she is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: \_\_\_\_\_

Seller represents that the current assessments, maintenance, and/or association fees are: \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

and that there [ ] is [ ] is not a recreation or land lease with the Property. If there is a recreation or land lease, the current payment is \$ \_\_\_\_\_ per month.

(7) Damage to Common Elements: If any portion of the common element is damaged due to fire, hurricane or other casualty before closing, either party may cancel the Contract and Buyer's deposit shall be refunded if (a) as a result of damage to the common elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5 days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the damage to the common element is greater than \$ \_\_\_\_\_ or % \_\_\_\_\_ of the purchase price (1.5% if left blank).

(8) Sprinkler System: IF THE UNIT OWNERS VOTED TO FOREGO RETROFITTING EACH UNIT WITH A FIRE SPRINKLER OR OTHER ENGINEERED LIFE SAFETY SYSTEM, SELLER SHALL PROVIDE THE BUYER, BEFORE CLOSING, A COPY OF THE CONDOMINIUM ASSOCIATION'S NOTICE OF THE VOTE TO FOREGO RETROFITTING.

(See Continuation)

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page.



57\* (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) A. Condominium Association (CONTINUATION)

58 **(9) Hazard Insurance:** After closing, **Buyer** may be required to provide the Association with evidence of a currently effective  
59 policy of hazard and liability insurance upon request of the Association. If **Buyer** fails to provide the Association with a  
60 certificate of insurance within 30 days of the Association's request, the Association may purchase a policy on behalf of **Buyer**  
61 and impose an assessment for the cost of such policy.

62 **(10) Condominium Governance:** PURSUANT TO SECTION 718.503, FLORIDA STATUTES, **BUYER** IS ENTITLED TO RECEIVE  
63 FROM THE **SELLER** A COPY OF A GOVERNANCE FORM PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS,  
64 TIMESHARES AND MOBILE HOMES SUMMARIZING THE GOVERNANCE OF CONDOMINIUM ASSOCIATIONS.

65 **(11) Buyer Acknowledgement / Seller Disclosure:** (Check whichever applies)

66\*  THE **BUYER** HEREBY ACKNOWLEDGES THAT **BUYER** HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF  
67 CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY  
68 OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT  
69 MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

70\*  THIS AGREEMENT IS VOIDABLE BY **BUYER** BY DELIVERING WRITTEN NOTICE OF THE **BUYER'S** INTENTION TO CANCEL  
71 WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS  
72 AGREEMENT BY THE **BUYER** AND RECEIPT BY **BUYER** OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM,  
73 ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END  
74 FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING.  
75 ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. **BUYER** MAY EXTEND THE TIME FOR  
76 CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER  
77 THE **BUYER** RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND  
78 A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS  
79 DOCUMENT IF REQUESTED IN WRITING. **BUYER'S** RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

80\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.

81\* FARA-10 1/09 © 2009 Florida Association of REALTORS® All Rights Reserved

Page \_\_\_\_ of Addendum No. \_\_\_\_

1\* The clause below will be incorporated into the Contract between \_\_\_\_\_ (Seller)  
2\* and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_  
3\* \_\_\_\_\_ only if initialed by all parties:

4\* (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) **B. Homeowners' Association:** The Property is located in a community with a  voluntary  
5\*  mandatory (see the disclosure summary below) homeowners' association ("Association"). **Seller's** warranty under  
6 Paragraph **8** of the Contract and risk of loss under Paragraph **9** or Paragraph **H** of the Comprehensive Addendum (if  
7 applicable) extend only to the Property and does not extend to common areas or facilities described below.

8 **Notice:** Association documents may be obtained from the county record office or, if not public record, from the developer or  
9 Association manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of  
10 properties in the community and may be subject to special assessments.

11 **(1) Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a purchaser, this  
12 Contract is contingent on such approval by the Association. **Buyer** will apply for approval within \_\_\_\_ days from Effective  
13 Date (5 days if left blank) and use diligent effort to obtain approval, including making personal appearances and paying  
14 related fees if required. **Buyer** and **Seller** will sign and deliver any documents required by the Association to complete the  
15 transfer. If **Buyer** is not approved, this Contract will terminate and **Seller** will return **Buyer's** deposit unless this Contract  
16 provides otherwise.

17 **(2) Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent on the  
18 Association deciding not to exercise such right. **Seller** will, within 3 days from receipt of the Association's decision, give  
19 **Buyer** written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, **Buyer's**  
20 deposit will be refunded unless this Contract provides otherwise and **Seller** will pay Broker's full commission at closing in  
21 recognition that Broker procured the sale.

22 **(3) Fees:** **Buyer** will pay any application, transfer and initial membership fees charged by the Association. **Seller** will pay all  
23 fines imposed against the Property as of Closing Date and any fees the Association charges to provide information about its  
24 fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of  
25 Closing Date. If, after the Effective Date, the Association imposes a special or other assessment for improvements, work or  
26 services, **Seller** will pay all amounts due before Closing Date and **Buyer** will pay all amounts due after Closing Date. If special  
27 assessments may be paid in installments  **Buyer**  **Seller** (if left blank, **Buyer**) shall pay installments due after Closing Date. If **Seller**  
28 is checked, **Seller** will pay the assessment in full prior to or at the time of Closing. **Seller** represents that he/she is not aware of any  
29 pending special or other assessment that the Association is considering except as follows:

30\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

31 The following dues/maintenance fees are currently charged by the homeowners' association:

32\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

33\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

34\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

35 **(4) Damage to Common Elements:** If any portion of the common element is damaged due to fire, hurricane or other casualty before  
36 closing, either party may cancel the Contract and **Buyer's** deposit shall be refunded if (a) as a result of damage to the common  
37 elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer**  
38 elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5  
39 days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the  
40 damage to the common element is greater than \$ \_\_\_\_ or % \_\_\_\_ of the purchase price (1.5% if left blank).

41 **(5) Disclosure Summary for Mandatory Associations:** IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401,  
42 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS  
43 CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY **BUYER** BY DELIVERING TO **SELLER** OR **SELLER'S** AGENT OR  
44 REPRESENTATIVE WRITTEN NOTICE OF THE **BUYER'S** INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE  
45 DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS  
46 VOIDABILITY RIGHT HAS NO EFFECT. **BUYER'S** RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

47\* **Disclosure Summary For** (Name of Community) \_\_\_\_\_:

48 **(1)** AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A  
49 HOMEOWNERS' ASSOCIATION.

50 **(2)** THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE  
51 AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

52 **(3)** YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO  
53 PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.  
54 YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH

55 (See Continuation)

56\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.

58\* ( ) ( ) - ( ) ( ) **B. Homeowners' Association (CONTINUATION)**

59 SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS  
60\* \$ \_\_\_\_\_ PER \_\_\_\_\_.

61 (4) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR  
62 SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

63 (5) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS'  
64 ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

65 (6) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY  
66 USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE  
67\* CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.

68 (7) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL  
69 OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

70 (8) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A  
71 PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING  
72 DOCUMENTS BEFORE PURCHASING PROPERTY.

73 (9) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD  
74 OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED  
75 FROM THE DEVELOPER.

76 Buyer acknowledges receipt of this summary before signing this Contract.

77\* \_\_\_\_\_  
78 **Buyer** \_\_\_\_\_ *Date* \_\_\_\_\_ **Buyer** \_\_\_\_\_ *Date* \_\_\_\_\_

79\* **Buyer** ( ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page.

1\* The clause below will be incorporated into the Contract between \_\_\_\_\_ (Seller)  
2\* and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_  
3\* \_\_\_\_\_ only if initialed by all parties:

4\* (\_\_\_\_)(\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) **E. FHA Financing:** (Buyer will be referred to as "purchaser" in the following statement) "It is  
5 expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete  
6 the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise  
7 unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal  
8 Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the  
9 property of not less than \$\_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with  
10 consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to  
11 determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the  
12 value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property  
13 are acceptable." If **Buyer** elects to proceed with the Contract without regard to the amount of reasonable value established by  
14 the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be  
15 made in writing within 3 days from **Buyer's** receipt of the appraisal.

16\* **(1) Fees, Prepayments:** Seller will pay all required fees under FHA regulations up to a maximum cost of \$\_\_\_\_\_  
17 (\$250.00 if left blank).

18 **(2) Repairs:** In the event a lender, as a result of the FHA appraisal, requires repairs to items not covered by **Seller's**  
19 warranty in Paragraph **8** of the Contract or Paragraph **H** of the Comprehensive Addendum (if applicable), **Seller** will make  
20 required repairs up to a maximum cost to **Seller** of \_\_\_\_\_ (\$500.00 if left blank). Required repairs to  
21 warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted  
22 items exceeds the respective limit, **Seller** will, within 3 days after receiving notice of the excess cost, deliver to **Buyer**  
23 written notice of **Seller's** intent to pay some, all, or none of the excess amount. If **Seller** pays less than the full amount of the  
24 excess cost, **Buyer** may pay the balance or cancel the Contract. **Buyer's** election must be in writing and provided to **Seller**  
25 within 3 days after receipt of **Seller's** notice.

26 **(3) Home Inspection:** Buyer has received and signed the "For Your Protection: Get a Home Inspection" notice.

27 **(4) FHA Certification:** **Buyer** and **Seller** are signatories to the Contract. The selling real estate agent or broker involved in  
28 this transaction states: I certify that the terms of this Contract for Sale and Purchase are true and correct to the best of my  
29 knowledge and belief and that any other agreements entered into by any of these parties in connection with this  
30 transaction are part of, or attached to, the Contract.

31\* \_\_\_\_\_  
32 *Selling Sales Associate or Broker*                      *Date*                      *Listing Sales Associate or Broker*                      *Date*

33\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.

1' The clause below will be incorporated into the Contract between \_\_\_\_\_ (Seller)  
2' and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_  
3' \_\_\_\_\_ only if initialed by all parties:

4 **PROPERTY**

5' (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) **H. As Is With Right to Inspect:** This clause replaces Paragraphs 6 and 8 of the Contract but  
6 does not modify or replace Paragraph 9. Paragraph 5(a) Repair, WDO and Permit Limits are 0%. **Seller** makes no warranties  
7 other than marketability of title. **Seller** will keep the Property in the same condition from Effective Date until closing, except for  
8 normal wear and tear ("Maintenance Requirement"), and will convey the Property in its "as is" condition with no obligation to  
9 make any repairs. **Buyer** may, at **Buyer's** expense, by \_\_\_\_\_, \_\_\_\_\_ ("Inspection Period") (within 10 days  
10 from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) will be by a person who  
11 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license  
12 to repair and maintain the items inspected. **Buyer** may cancel this Contract by delivering written notice to **Seller** within \_\_\_\_ days  
13 (within 5 days if left blank) from the end of the Inspection Period if the cost of treatment and repairs estimated by **Buyer's**  
14 inspector(s) is greater than \$\_\_\_\_\_ (\$250.00 if left blank) or if **Buyer's** inspection(s) reveal open permits or that  
15 improvements have been made to the Property without required permits. For the cancellation to be effective, **Buyer** must include  
16 in the written notice a copy of the portions of the inspector's written report dealing with the items to be repaired, and treatment  
17 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected or any  
18 written documentation of open permit(s) or permit(s) that have not been obtained if a permit is required. Any conditions not  
19 reported in a timely manner will be deemed acceptable to **Buyer**. If **Buyer** fails to timely conduct any inspection which **Buyer** is  
20 entitled to make under this paragraph, **Buyer** waives the right to the inspection and accepts the Property "as is." **Seller** will  
21 provide access and utilities for **Buyer's** inspections. **Buyer** will repair all damages to the Property resulting from the inspections  
22 and return the Property to its pre-inspection condition. **Buyer** and/or **Buyer's** representative may, on the day before Closing Date  
23 or any other time agreeable to the parties, walk through the Property solely to verify that **Seller** has fulfilled the Maintenance  
24 Requirement and the contractual obligations.

25' **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.

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4\* (\_\_\_\_)(\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) **E. FHA Financing:** (Buyer will be referred to as "purchaser" in the following statement) "It is  
5 expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete  
6 the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise  
7 unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal  
8 Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the  
9\* property of not less than \$\_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with  
10 consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to  
11 determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the  
12 value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property  
13 are acceptable." If **Buyer** elects to proceed with the Contract without regard to the amount of reasonable value established by  
14 the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be  
15 made in writing within 3 days from **Buyer's** receipt of the appraisal.

16\* **(1) Fees, Prepayments:** Seller will pay all required fees under FHA regulations up to a maximum cost of \$\_\_\_\_\_   
17 (\$250.00 if left blank).

18 **(2) Repairs:** In the event a lender, as a result of the FHA appraisal, requires repairs to items not covered by **Seller's**  
19 warranty in Paragraph **8** of the Contract or Paragraph **H** of the Comprehensive Addendum (if applicable), **Seller** will make  
20\* required repairs up to a maximum cost to **Seller** of \_\_\_\_\_ (\$500.00 if left blank). Required repairs to  
21 warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted  
22 items exceeds the respective limit, **Seller** will, within 3 days after receiving notice of the excess cost, deliver to **Buyer**  
23 written notice of **Seller's** intent to pay some, all, or none of the excess amount. If **Seller** pays less than the full amount of the  
24 excess cost, **Buyer** may pay the balance or cancel the Contract. **Buyer's** election must be in writing and provided to **Seller**  
25 within 3 days after receipt of **Seller's** notice.

26 **(3) Home Inspection:** Buyer has received and signed the "For Your Protection: Get a Home Inspection" notice.

27 **(4) FHA Certification:** **Buyer** and **Seller** are signatories to the Contract. The selling real estate agent or broker involved in  
28 this transaction states: I certify that the terms of this Contract for Sale and Purchase are true and correct to the best of my  
29 knowledge and belief and that any other agreements entered into by any of these parties in connection with this  
30 transaction are part of, or attached to, the Contract.

31\* \_\_\_\_\_  
32 *Selling Sales Associate or Broker*                      *Date*                      *Listing Sales Associate or Broker*                      *Date*

33\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.



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2\* and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_  
3\* \_\_\_\_\_ only if initialed by all parties:

4\* (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) **F. VA Financing:** "It is expressly agreed that, notwithstanding any other provision of this  
5 Contract, the **Buyer** will not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the  
6 purchase of the property described herein, if the Contract purchase price or cost exceeds the reasonable value of the  
7 property as established by the U.S. Department of Veterans Affairs. The **Buyer** will, however, have the privilege and option of  
8 proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the U.S.  
9 Department of Veterans Affairs." If **Buyer** elects to proceed with the Contract without regard to the amount of reasonable  
10 value established by the U.S. Department of Veterans Affairs, such election must be made in writing within 3 days from  
11 **Buyer's** receipt of the appraisal.

12\* **Seller** will pay all required fees under the VA regulations up to \$\_\_\_\_\_ (\$250.00 if left blank) toward **Buyer's**  
13 loan and closing costs. In the event a lender, as a result of the VA appraisal, requires repairs to items not covered by **Seller's**  
14 warranty in Paragraph **8** of the Contract or Paragraph **H** of the Comprehensive Addendum (if applicable), **Seller** will make  
15\* required repairs up to a maximum cost to **Seller** of \$\_\_\_\_\_ (\$500.00 if left blank). Required repairs to warranted  
16 items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted items exceeds  
17 the respective repair limit, **Seller** will, within 3 days from receipt of notice of the excess cost, deliver to **Buyer** written notice of  
18 **Seller's** intent to pay the excess cost or cancel the Contract.

19\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.

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1\* The clause below will be incorporated into the Contract between \_\_\_\_\_ (Seller)  
2\* and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_  
3\* \_\_\_\_\_ only if initialed by all parties:

4\* (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) I. Inspections (check as applicable)

5\*  (1) **Self-Inspection:** Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct  
6 the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or  
7 Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences,  
8 Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8  
9 of the Contract whose report will be binding on the parties.

10\*  (2) **Right to Cancel Based on Inspection Results:** Within the Inspection Period provided in Paragraph 6 of the  
11 Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those  
12 referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in the  
13 inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the  
14 inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense,  
15 immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition;  
16 this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as  
17 specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under  
18 Paragraph 9 of the Contract.

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1' The clause below will be incorporated into the Contract between \_\_\_\_\_ (Seller)  
2' and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_  
3' \_\_\_\_\_ only if initialed by all parties:

4' (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) **K. Pre-1978 Housing Lead-Based Paint Warning Statement:** "Every purchaser of any interest  
5 in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present  
6 exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in  
7 young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
8 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any  
9 interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk  
10 assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk  
11 assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." For purposes of this  
12 addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

13 **(1) LBP/LBPH in Housing:** Seller has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or  
14 reports, except as indicated: (describe all known LBP/LBPH information, list all available documents pertaining to  
15 LBP/LBPH and provide documents to Buyer before accepting Buyer's offer)  
16  
17  
18

19 **(2) Lead-Based Paint Hazards Inspection:** Buyer waives the opportunity to conduct a risk assessment or inspection for the  
20 presence of LBP/LBPH unless this box is checked ( Buyer may, within the Inspection Period, conduct a risk assessment or  
21 inspection for the presence of LBP/LBPH in accordance with the provisions of paragraph 8(a) or H. LBP/LBPH conditions that  
22 are unsatisfactory to Buyer will be treated as "warranted items" for purposes of paragraphs 8(a)(2) and (3) only).

23 **(3) Certification of Accuracy:** Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and  
24 all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide and  
25 disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law  
26 (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer,  
27 Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the  
28 information he or she has provided is true and accurate.

29'	_____	_____	_____	_____
30	Buyer	Date	Seller	Date
31'	_____	_____	_____	_____
32	Buyer	Date	Seller	Date
33'	_____	_____	_____	_____
34	Selling Licensee signature	Date	Listing Licensee signature	Date

35' Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.



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3\* \_\_\_\_\_ only if initialed by all parties:

4\* (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) **M. Housing for Older Persons:** Buyer acknowledges that the owners' association, developer  
5\* or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller  
6\* and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has  
7\* stated that it provides housing for persons who are  62 years of age and older.  55 years of age and older.

8\* Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.

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1' The clauses below will be incorporated into the Contract between \_\_\_\_\_ (Seller)  
2' and \_\_\_\_\_ (Buyer) concerning the Property described as \_\_\_\_\_  
3' \_\_\_\_\_ only if initialed by all parties:

4' (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) Y. Additional Clauses:  
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58' Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page.

