

BUYERS DISCLOSURE

1. EQUAL HOUSING OPPORTUNITY. RE/MAX Complete Solutions (which includes the brokerage as well as its sales associates, brokers, and employees) is committed to providing equal and fair housing opportunities to all persons regardless of race, color, religion, national origin, gender, age, marital status, sexual orientation, familial status, physical or mental disability. It is our policy to comply with the letter and the spirit of all fair housing and anti-discrimination laws and regulations.

2. LEGAL AND BINDING. RE/MAX Complete Solutions recommends that you consult with an attorney prior to entering into any contract. The contract you are signing is a legally binding document.

3. ESCROW. RE/MAX Complete Solutions will deposit all escrow monies in a timely manner, no later than three (3) business days from receipt, whether or not an offer has been accepted, into a non-interest bearing account at Citibank, and will not be responsible for loss of monies due to the failure of Citibank. Any returned items will be subject to a \$12 returned item fee. Funds will only be released from escrow 1) with the consent of all parties, 2) in accordance with Chapter 475, F.S., and FREC rules for resolving escrow disputes or 3) to closing agent for closing. By signing below you authorize RE/MAX Complete Solutions to transfer your escrow to the closing agent up to one business day prior to your closing and acknowledge that RE/MAX Complete Solutions will no longer control the funds after they are transferred to the closing agent.

4. WIRE FEE. To cover bank charges, RE/MAX Complete Solutions charges \$20 for each incoming wire and \$20 for each outgoing wire. By signing below, you agree to pay this fee for each wire received and each wire sent on your behalf.

5. DISCLOSURES AND INSPECTIONS. Florida law requires sellers to disclose to potential buyers all facts that may materially affect the value of the Property that are not readily observable or known by the buyer. However, RE/MAX Complete Solutions recommends that you exercise any and all rights provided you in your contract to obtain a survey and an appraisal, as well as professional home inspections, including but not limited to structural, roof, wood destroying organisms, mold, radon gas, defective drywall, Chinese drywall, building code violations, elevations, open permit, plumbing, electrical, and general inspections. If you fail to purchase home inspections prior to closing, you will be deemed to have waived the right to do so in writing with your signature below. You should consult your home inspector about the scope of the inspections being performed and make sure the inspections cover all you deem necessary. Fees for home inspections are due at the time of inspection and are not considered part of your closing costs. A property failing to appraise at or above purchase price or to pass any inspections does not automatically release you from your contractual obligations. It is not the responsibility of RE/MAX Complete Solutions to conduct a physical inspection nor to order or arrange for surveys, appraisals, or inspections. RE/MAX Complete Solutions may supply names of local vendors providing such services but makes no warranties or representations concerning the competency of said vendors or the quality of their work.

6. HOME WARRANTY. Properties are usually received in “as is” condition without any warranties regarding condition. There are companies that will sell you a Home Warranty contract to repair or replace items such as appliances, electrical, plumbing, etc. RE/MAX Complete Solutions may supply names of local vendors providing such contracts but makes no warranties or representations concerning the competency of said vendors or the quality of their work. If you fail to purchase a Home Warranty prior to closing, you will be deemed to have waived the right to do so in writing with your signature below.

7. MULTIPLE OFFERS. Multiple offers may be presented on the property on which you make an offer, with or without the knowledge of your RE/MAX Complete Solutions agent, including offers through other RE/MAX Complete Solutions agents working with other buyers. A seller has no obligation to negotiate your offer, even if it was the first offer received. It is the seller’s sole discretion as to which offer, if any, to accept, reject or negotiate. You should not assume that your offer has been accepted until a fully executed contract has been delivered to you.

8. CONDOMINIUMS AND HOMEOWNERS’ ASSOCIATION. Properties governed by a Condominium or Homeowners Associations are subject to restrictions, rules and regulations and owners of such properties are typically required to pay various fees and expenses. Although Florida law requires sellers of these properties to provide prospective buyers with certain documents and disclosures, RE/MAX Complete Solutions recommends that you contact the Association directly, prior to entering into a contract, to determine any matters that are important to you, including but not limited to any pending or threatened litigation, specific rules and regulations that are of concern to you, whether current or anticipated repairs or improvements to the common elements could result in a fee or assessment to the owners, or any pending or anticipated changes to restrictions, rules and regulations.

9. COUNTRY CLUBS & DEED RESTRICTIONS. Rules, regulations, assessments, membership dues, dining minimums, equity amounts, and other requirements vary from club to club, as well as from year to year. These memberships can be quite complex.

Buyers Initials: _____

RE/MAX Complete Solutions recommends you speak directly to a membership representative at any club you may be joining and prior to entering into a contract if the contract will require you to join. Some communities have deed restrictions that affect the use of property. You consult with an attorney regarding deed restrictions prior to entering into a contact.

10. SCHOOL DISTRICTS. School boundaries are always subject to change. If school zones and boundaries are important to you, RE/MAX Complete Solutions recommends you contact the local school board directly to confirm or obtain this information prior to entering into a contract. Do not rely on any information other than your direct contact with the school board.

11. SEXUAL PREDATORS. The Florida Department of Law Enforcement (FDLE) maintains a list of sexual predators and sex offenders to enable the public to request information about these individuals who may be living in their communities. Buyers who would like this information should contact FDLE toll free at 1-888-357-7332, via e-mail at sexpred@fdle.fl.us or via the internet at www.fdle.state.fl.us/sexualpredators.

12. AFFILIATED BUSINESS RELATIONSHIPS. RE/MAX Complete Solutions has affiliated business relationships with other entities and/or individuals. Any such relationships will be fully disclosed at the time the services of such parties are offered.

13. THIRD PARTY VENDORS. As a courtesy RE/MAX Complete Solutions may provide you with one or more names of service providers, including but not limited to home inspectors, engineers, contractors, attorneys, etc., that other consumers have used or of whom we are aware. Our doing so shall not in any way be construed to be a recommendation or endorsement of them nor a warranty for their work. You agree to hold us harmless from any claims of loss that arise from such service providers.

14. CLOSING COSTS. When a real estate transaction closes, a buyer is usually required to pay closing costs. These costs are in addition to the actual purchase price. Closing costs vary and may include lender charges, settlement fees, document preparation fees, title insurance fees, recording fees, and transfer taxes, and other costs and fees. The closing agent will prepare a settlement statement showing items applicable to your transaction and the actual costs of these items. RE/MAX Complete Solutions recommends you obtain any advance estimates for closing costs directly from your lender and the closing agent.

15. PROPERTY TAXES. Florida has laws that temporarily cap the annual increase in property taxes by capping the annual increase in assessed value to 3% or the annual increase in the consumer price index for homesteaded properties and 10% for non-homesteaded properties. The assessed values of these properties return to market value upon transfer of the deed, often causing the property taxes to increase. In addition, mill rates are also used in calculating property taxes and they are adjusted from time to time. The current property tax assessment for a home you are considering purchasing might not represent your actual property tax assessment after you purchase it. RE/MAX Complete Solutions recommends you contact the tax assessor's office to discuss property taxes prior to entering into a contract.

16. FINANCING CONTINGENCY. You must use good faith and diligent effort to obtain a loan commitment. If you obtain a loan commitment and then fail to close you may be forced to forfeit your deposit(s), even if the failure to close is due to changes in your financial situation or other circumstances that may be out of your control. If you fail to deliver either a written loan commitment or a written waiver of your financing contingency to the seller by the loan commitment date, the seller can cancel the contract by giving you written notice.

18. GOVERNING LAW, VENUE, ETC. Any disputes between you and RE/MAX Complete Solutions shall be governed by Florida law and the venue shall be the state courts of Palm Beach County, Florida. If any provision herein is deemed invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

19. PROCESSING FEE. RE/MAX Complete Solutions charges a processing fee of \$295.00 to cover processing, retaining, and storing certain documents for a period of five years after closing and producing them upon demand as required by law under the Florida Real Estate Commission's rules and regulations. By signing below you agree to pay this fee at closing.

By signing below you acknowledge that you have read and understand this disclosure.

Buyer's Signature: _____ Date: _____

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