

# AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT, dated \_\_\_\_\_ by and between Creative Sunshine Homes, LLC, hereinafter "Seller" whose address is PO Box 627, Centreville, VA 20122, and \_\_\_\_\_, hereinafter "Buyer" whose address is \_\_\_\_\_.

IN CONSIDERATION OF MUTUAL COVENANTS, promises, sums paid and other good and valuable consideration, the Seller agrees to sell and the Buyer agrees to purchase the property known as \_\_\_\_\_,

hereinafter "Property" including all systems, fixtures, appliances, and improvements at the Property as existing and installed at time of ratification, in as-is condition.

**SALES PRICE.** The total price of the Property is \_\_\_\_\_. As consideration for this Agreement, Buyer shall pay an earnest money deposit of \_\_\_\_\_, in certified funds, to be held by \_\_\_\_\_ hereinafter "Escrow Agent" until closing. Buyer shall pay the purchase price at settlement by cashier's check or wire transfer of which sum the earnest money deposit shall be a part. The deposit is non-refundable and will not be returned to Buyer if settlement does not occur, unless such failure of settlement is due to Seller's actions, then Buyer hereby authorizes Escrow Agent to release the deposit in full to Seller; without the requirement of a written release signed by either party; and both parties further agree to release Escrow Agent from any and all liability associated with the release of the deposit with Seller.

**FINANCING CONTINGENCY.** Buyer agrees to purchase with no financing contingency.

**SETTLEMENT.** Buyer and Seller mutually agree that settlement shall occur at Tiago National Title (727-205-1641) and shall not be changed unless agreed to in writing by both Buyer and Seller. All settlement charges, including all recordation tax and any state or local transfer taxes shall be paid by Buyer. Seller shall pay no settlement charges, fees, recordation or transfer taxes.

**TITLE.** If defects are found in the title, Seller agrees to pay for the costs of clearing title and settlement shall be delayed for a reasonable time until a clear title can be conveyed, but in no event more than sixty (60) days from the settlement date designated herein. If clear title cannot be delivered within such period, this Agreement shall be null and void and earnest money returned to Buyer with no penalty to Seller. Seller and Buyer shall make full settlement in accordance with the terms of this Agreement, on or before \_\_\_\_\_.

**FORFEITURE OF DEPOSIT AND LEGAL REMEDIES.** If Seller shall fail to settle, Buyer shall be entitled to return of Buyer's deposit as Buyer's full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this agreement. If Buyer fails to settle, the deposit shall be forfeited and in addition Seller may seek any legal or equitable rights or remedies which Seller may have under this Agreement and shall be entitled to recovery from Buyer the cost of any title work, closing costs, and interest due, whether the same were to be paid by Seller or Buyer. In connection with any dispute arising out of this Agreement, the prevailing party will be entitled to recover all costs including reasonable attorney's fees.

**ADJUSTMENTS.** Rents, taxes, water & sewer charges, heating oil, homeowner association dues, condominium dues and other charge or interest relating to existing encumbrances which are assumed or taken subject to, shall be adjusted as of the date of settlement.

RISK OF LOSS. The risk of loss or damage to the Property by fire or other casualty shall be assumed by Seller until settlement. Buyer shall insure Property as of the settlement date.

CONDITION OF PREMISES & WARRANTIES. Seller makes no warranty as to the Property and advises the Buyer that the Property is sold in "as-is" condition. Buyer understands that Buyer is entitled to a statement from the Seller as to the physical condition of the Property. Sellers hereby informs the Buyer that they have never lived in the Property and Seller disclaims providing a statement of the physical condition of the Property to the Buyer.

POSSESSION. Possession of the Property shall be delivered to Buyer at settlement.

NOTICES. Notices required to be given to Seller by this Agreement shall be in writing and effective as of the date on which such notice is delivered or emailed to Seller at the address indicated below. Notice required to be given to Buyer by this Agreement shall also be in writing and effective either when delivered to Buyer or when mailed or emailed to Buyer's address as indicated below.

MISCELLANEOUS: Buyer and Seller mutually agree that this Agreement shall be binding upon them, their heirs, executors, administrators, personal representative, successors and assigns; and that this Agreement contains the final and entire agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Each party has had the opportunity to obtain advice from their own attorney in regard to this Agreement.

**Buyer acknowledges that Seller is a "contract owner", not the current title holder of the Property, and that this Agreement is contingent upon Seller being able to convey marketable title to Buyer. If Seller is unable to convey marketable title, there shall not be a penalty to Seller and Buyer's earnest money deposit shall be returned to Buyer as Buyer's sole recourse against Seller.**

**Buyer agrees to sign an assignment agreement or purchase agreement directly with the current title holder prior to closing. If that happens, Buyer agrees that any difference in the net purchase price between said agreement and this Agreement shall be paid to Seller at closing. Seller and Buyer agree that if there are any discrepancies between this Agreement and another between Buyer, Seller, and/or current title holder, the terms of this Agreement shall prevail.**

---

Buyer Phone # Email Date

---

Buyer Phone # Email Date

---

Seller Phone # Email Date

# Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Property Address: \_\_\_\_\_

### Lead Warning Statement

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint 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 seller/landlord of any interest in residential real property is required to provide the purchaser/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the purchaser/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

### SELLER'S/LANDLORD'S DISCLOSURE (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (Check one below):

~~\_\_\_\_\_ (i) Known lead based paint and/or lead based paint hazards are present in the housing(explain):  
\_\_\_\_\_  
\_\_\_\_\_~~

JSJ \_\_\_\_\_ (ii) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller/landlord. (Check one below):

~~\_\_\_\_\_ (i) Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead based paint and/or lead based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_~~

JSJ \_\_\_\_\_ (ii) Seller/Landlord has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

### PURCHASER'S/TENANT'S ACKNOWLEDGEMENT (initial)

\_\_\_\_\_ (c) Purchaser/Tenant has read the Lead Warning Statement above

\_\_\_\_\_ (d) Purchaser/Tenant has received copies of all information listed above.

\_\_\_\_\_ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home.

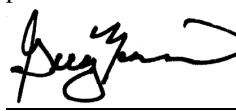
\_\_\_\_\_ (f) Purchaser/Tenant has (check one below):

~~\_\_\_\_\_ Received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards; or~~

\_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

  
\_\_\_\_\_ Manager

Seller/Landlord \_\_\_\_\_ Date

\_\_\_\_\_  
Purchaser/Tenant \_\_\_\_\_ Date

\_\_\_\_\_  
Seller/Landlord \_\_\_\_\_ Date

\_\_\_\_\_  
Purchaser/Tenant \_\_\_\_\_ Date

# Seller's Property Disclosure – Residential



**Notice to Licensee and seller:** Only the **Seller** should fill out this form.

**Notice to Seller:** Florida law<sup>1</sup> requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

**Notice to Buyer:** The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

**Seller** makes the following disclosure regarding the property described as: \_\_\_\_\_  
 \_\_\_\_\_ (the "Property")

The Property is  owner occupied  tenant occupied  unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? Never)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>1. Structures; Systems; Appliances</b>			
(a) Are the structures including ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) If any answer to questions 1(a) - 1(c) is no, please explain: _____ _____			
<b>2. Termites; Other Wood-Destroying Organisms; Pests</b>			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____ _____			
<b>3. Water Intrusion; Drainage; Flooding</b>			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____ _____			

<sup>1</sup> Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 5.


SPDR-2 Rev 9/16

Serial#: 096429-400151-0980194


©2016 Florida Realtors®

formsimplicity

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>4. Plumbing</b>			
(a) What is your drinking water source? <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: _____			
<b>5. Roof and Roof-Related Items</b>			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) The age of the roof is _____ years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6. Pools; Hot Tubs; Spas</b>			
<b>Note:</b> Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>7. Sinkholes</b>			
<b>Note:</b> When an insurance claim for sinkhole damage has been made by the <b>Seller</b> and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the <b>Seller</b> to disclose to the <b>Buyer</b> that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Buyer (\_\_\_\_) (\_\_\_\_) and Seller  (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 5.  
 SPDR-2 Rev 9/16  
 Serial#: 096429-400151-0980194

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>8. Homeowners' Association Restrictions; Boundaries; Access Roads</b>			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Notice to Buyer:</b> If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no			
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
_____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			
_____			
<b>9. Environmental</b>			
(a) Was the Property built before 1978?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, please see Lead-Based Paint Disclosure.			
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
_____			
<b>10. Governmental, Claims and Litigation</b>			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are there any zoning violations or nonconforming uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (  ) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 5.


- (f) Are there any zoning restrictions affecting improvements or replacement of the Property?
- (g) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?
- (h) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property?
- (i) Are any improvements, located below the base flood elevation?
- (j) Have any improvements been constructed in violation of applicable local flood guidelines?
- (k) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?
- (l) Are there any active permits on the Property that have not been closed by a final inspection?
- (m) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?
- (n) If any answer to questions 10(a) - 10(m) is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

**11. Foreign Investment in Real Property Tax Act ("FIRPTA")**

- (a) Is the **Seller** subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?     
**If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**

12.  **(If checked) Other Matters; Additional Comments** The attached addendum contains additional information, explanation, or comments.

**Seller** represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective **buyers** of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.


Seller:  Manager / Greg Norman, Manager Date: \_\_\_\_\_  
 (signature) (print)

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
 (signature) (print)

**Buyer** acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
 (signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
 (signature) (print)

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller**  (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 5.

