

# Step-by-Step Instructions for using these this kit.

This package contains the basic materials you will need to enter into a binding contract to sell your home. Please review them carefully before you negotiate with a Buyer.

1. Browse through the "For Sale by Owner Program" included in the this packet, then visit the "Selling?" section on our website ([www.Zingtitle.com](http://www.Zingtitle.com)) and download our "Homeowners Guide to a Storybook Sale".

1.

2. Complete and sign the Seller's Disclosure Statement. This must be given to the Buyer at the time you sign the contract.

2.

3. Complete and sign the Lead Based Paint Disclosure. Give this to the Buyer at the time you sign the contract. You must also provide the enclosed Lead Based Paint booklet for your Buyer.

3.

4. If your home has a well or septic system, contact the County Health Department regarding the need for inspection prior to sale.

4.

5. Check with your municipality to see if there are any requirements regarding home inspections with the sale of a home.

5.

6. Complete the Real Estate Purchase/Sale Agreement. Be complete (address all issues), be accurate (all names spelled out in full) and be reasonable (allow yourself appropriate time periods for contingencies.)

6.

7. Complete the appropriate information sheets: Sellers Information, Buyers Information, Payoff Authorization(s), Condominium information. Email addresses & cell phone numbers are very helpful!

7.

8. Complete the Earnest Money Escrow, have the Buyer sign it and collect the Buyer's earnest money check which should be payable to "Zing Title Agency Escrow Account".

8.

9. Come into any Zing Title office with the Sales Contract, Escrow Agreement, information sheets, payoff authorization and Earnest Money deposit and ask to speak to an Escrow Officer. We will open your order and start you on your way to a Happy Closing!

9.

THE INFORMATION CONTAINED IN THIS PACKAGE IS FOR REFERENCE PURPOSES ONLY & IS NOT INTENDED TO REPLACE THE ADVICE OF A REAL ESTATE ATTORNEY OR REALTOR. YOU SHOULD CONSULT A PROFESSIONAL BEFORE SIGNING A CONTRACT.

[WWW.ZINGTITLE.COM](http://WWW.ZINGTITLE.COM)

100% LOCAL | LIVING AND WORKING IN THE COMMUNITIES WE SERVE!



# HELPFUL *Websites*

<http://www.forsalebyowner.com>

01

<http://www.owners.com/about/about-us>

02

<http://www.10realty.com>

03

<http://homesbyowner.com>

04

<http://isoldmyhouse.com>

05

<http://www.buyowner.com>

06



**ZING TITLE**  
WWW.ZINGTITLE.COM

# 9 FOR SALE BY OWNER SAFETY TIPS

01

NEVER SHOW YOUR HOME ALONE.

02

STORE ALL YOUR VALUABLES OUT OF SIGHT.

03

IF YOU HAVE GUNS, STORE THEM AT A FAMILY OR FRIEND'S HOUSE IF POSSIBLE. IF NOT, MAKE SURE THEY ARE LOCKED AND OUT OF SIGHT.

04

GET SOME PERSONAL INFORMATION FROM THE PERSON(S) WHO WANT TO SEE YOUR HOME, SUCH AS A NAME, TELEPHONE NUMBER AND WHERE THEY WORK.

05

CALL THE NUMBER THEY GAVE YOU AND CONFIRM THE APPOINTMENT. THIS WILL VERIFY THAT THE INFORMATION THEY GAVE YOU IS CORRECT.

06

PUT THE VISITOR'S PERSONAL INFORMATION IN A BOOK OR FOLDER. GIVE THIS INFORMATION TO A TRUSTED FRIEND FOR SAFEKEEPING.

07

HAVE THE PERSON(S) YOU ARE SHOWING YOUR HOUSE TO STAY TOGETHER. STAY WITH THEM AT ALL TIMES.

08

TRY AND MAKE ARRANGEMENTS FOR YOUR KIDS TO GO TO A FRIEND'S HOUSE.

09

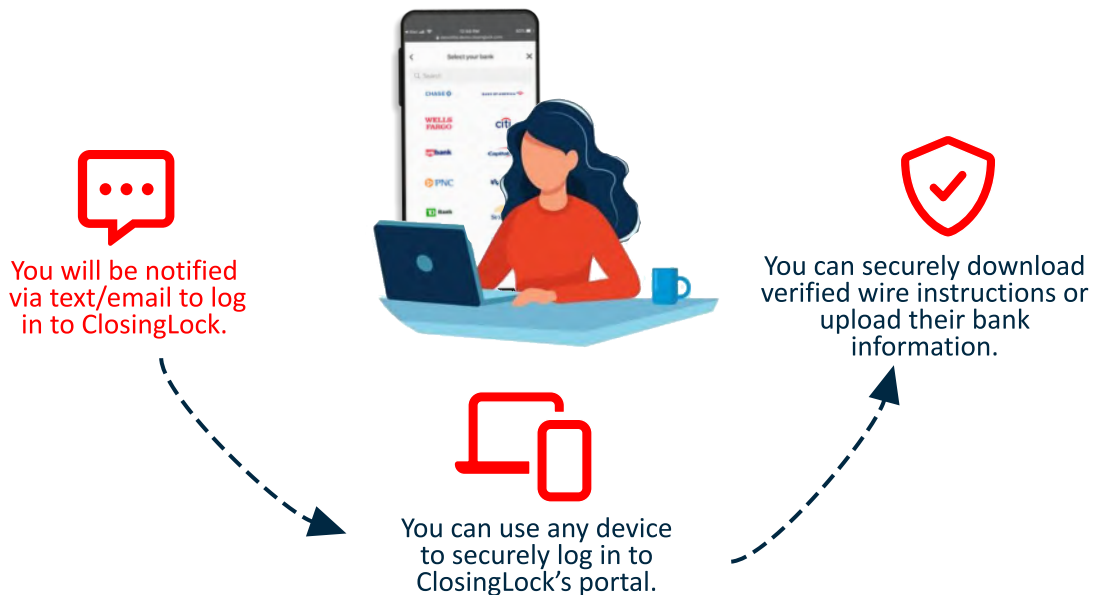
IF THE HOUSE IS VACANT AND YOU ARE MEETING THE PERSON(S) THERE, DON'T PARK YOUR CAR WHERE IT CAN BE BLOCKED IN.



We forget that Realtors® offer safety as well as help when selling our homes. Realtors® usually get personal information on people whom they are showing property to, such as where they live and work. They also tend to have the person(s) meet them at their office so they can all ride in the Realtor's car. They also try to keep people together when showing your home so they do not have to worry about theft. Realtors® usually pre-qualify the people prior to showing them your home so you know that the person(s) looking can actually afford to buy your house.

# Protecting You with ClosingLock

ClosingLock is the world's leading online platform for protecting Buyers and Sellers from real estate wire fraud.



## ClosingLock makes closing easy for you:

**No registration, apps or passwords are required!**

With real time email/phone/text notifications and integrations with over 11,000 financial institutions through Plaid you will have peace of mind knowing your money is safe.

**⚠️ Do not trust wiring information outside of ClosingLock ⚠️**

*We will never contact you directly to provide wire instructions. If you receive an email, phone call, link, attachment, letter, etc. with wire instructions please notify Liberty Title immediately using a phone number you get directly from the Liberty Title website | [www.libertytitle.com](http://www.libertytitle.com)*



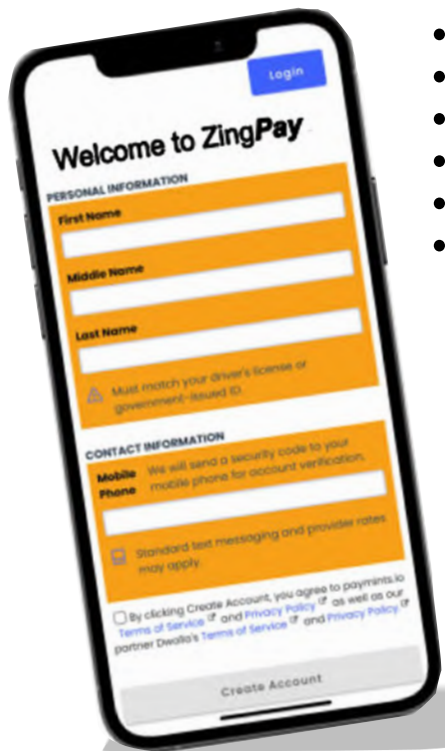
ZING TITLE



[www.closinglock.com](http://www.closinglock.com)

# SKIP THE EMD HASSLE

## — WITH — ZINGPAY Real Estate Payments Safer. Simpler. Smarter.



- Earnest Money Deposits made easy
- Initiate a Transfer within 90 Seconds
- Fully Electronic, Encrypted, & Secure
- Connect to Any Financial Institution in the US
- Never Share Routing or Account Numbers
- Stay Informed with Email Notification
- Accessible 24/7



*Actual Seller who just  
received notice the buyer's  
EMD was safely deposited!  
Scan QR code for more info!*



ZING TITLE

WWW.ZINGTITLE.COM  
561-526-4355

# Congratulations!

You are about to become one of a growing number of Home Owners who have sold their home.

When selling your home, either through a Realtor<sup>®</sup> or 'by owner', choosing the right title company can make the sale of your home a dream come true. Zing Title can coordinate the closing of your transaction by providing the following services:

1. Prepare title insurance for Owner/Seller.
2. Prepare Buyer/Seller closing statements, including tax prorations, transfer tax calculations and government fees/taxes.
3. Consult with Seller on retaining counsel for preparation of the Deed and other legal documents.
4. Payoff of existing loans.
5. Hold utility/repair escrows.
6. Conduct the closing.
7. Assist the Buyer with Principal Residence Exemption documents and Property Transfer Affidavit.
8. Report the transaction to IRS pursuant to TEFRA, if required.
9. Record documents at the Register of Deeds.
10. Hold Earnest Money Deposit.

Zing Title has helped homeowners close their transactions for almost 40 years. We have attorneys on staff to ensure that your transaction goes smoothly. Call us for a title insurance quote!



# but what if a Realtor® Calls?

Many people selling “by owner”, commonly referred to as a “FSBO”, become confused and even upset when their advertising generates phone calls from Real Estate agents. Don’t worry — Realtor® calls are a good thing and should be treated courteously and with respect.

## 1. *Buyers.*

The Realtor® may represent a qualified Buyer. If the Realtor® can bring you a full price or near full price offer, we strongly urge you to pay them a “selling agent” commission of 2.5-3.5%. This is reasonable — they have brought you a qualified buyer!

## 2. *Marketing.*

Even if a Realtor® does not have a specific Buyer, the Realtor® may be a “Buyers Agent” and is conducting research on all available inventory. Or the Realtor® may have seen your home before and is checking it out to see if you have fixed past problems or made improvements that now make your home a real find!

## 3. *Listing.*

Over 50% of all FSBO’s eventually list with a Realtor. The Realtors who are calling you are obviously “go getters”. Keep their cards and phone numbers as potential agents if you do decide to list your home with an agent.



# If your home is a *Condo...*

Additional information we will need to make your closing go smoothly:

## 1. *Association Information.*

We will need the name, address, phone number and contact person at the Condo Association or Management Company. We will need this to order a membership "transfer" packet and verify the payment status of your association dues and assessments.

## 2. *Condominium Documents.*

When you purchased your home, you should have received an enormous package of documents containing copies of the Condominium Association By-Laws, Master Deed and Property Rules and Regulations. This needs to be given to your Purchaser. You should also provide the Purchaser with copies of the most recent Condominium Association Budget and Financial Statements. If you do not have these items, contact the Association and request copies.

## 3. *Association Fees.*

Delinquent Association Fees must be paid at closing. Most Purchase Agreements require the current Association Fees be pro rated, with the Seller receiving reimbursement for fees paid in advance. There may also be a "transfer fee" that is usually split between Buyer and Seller to reflect the new member joining the condo association.

## 4. *Condominium Insurance.*

We will notify the condo association to add the new Buyer and their lender to the association policy. The buyer should also speak to their insurance agent about acquiring a "contents" policy to supplement the Association policy, as your personal goods are usually not covered by the association.





If your home  
has a Well or Septic  
*System...*

- Some Government Regulations may require that the well and septic systems be inspected prior to the sale of your home.
- Failure to have the inspection can void your sale contract. Please contact the County Health Department in your area to find out about these important regulations.

*Recommendations for a smooth process:*

- Have the inspection conducted at least 10-15 business days before a scheduled closing.
- Do not involve two inspectors or get "second opinion" inspections. These lead to lengthy delays and confused buyers.
- If any repairs or replacement work is needed, competitive bidding should occur after any required permit is issued.



# Privacy Policy

We respect the privacy expectations of today's consumers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us.

This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

We collect Personal Information about you from the following sources;

*Information we receive from you, such as your name, address, telephone number, or social security number.*

*Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc.,*

*Information from public records.*

We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.

One of the important responsibilities of our company is to record documents in the public domain. Such documents may contain your Personal Information.

We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender. We maintain physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations.

Concurrently with this Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours.







# SELLER'S CHECKLIST!

A Sellers Checklist can be a helpful tool when selling your home. Your closing should be a happy event. This section of our site will offer advice both to the Seller and to the Buyer as to what they can expect at the closing, as well as items that are applicable to all parties. Zing has the talent and experience of our parent company Liberty Title. Having handled over 40,000 transactions in the last five years between Zing Title and our parent company Liberty Title, we have seen it all—we know how to provide a smooth closing.

If you can answer “yes” to most of these questions, it means you may want to act on your own.  
If not, we urge you to call your local real estate professional.

- Set the right selling price?
- Create and place effective advertising?
- Groom and improve the property so it will sell for top dollar?
- Screen potential buyers?
- Protect against undesirable callers?
- Extract an offer to purchase?
- Negotiate objectively?
- Make a “hard close”?
- Negotiate financing alternatives?
- Protect yourself in escrow?
- Arrange sale terms for the best tax effects?
- Avoid guarantees to buyer that will obligate you later?
- Remain in the house if it should not sell for a long time?

# "AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1\* **PARTIES:** \_\_\_\_\_ ("Seller"),  
2\* and \_\_\_\_\_ ("Buyer"),  
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**  
7\* (a) Street address, city, zip: \_\_\_\_\_  
8\* (b) Located in: \_\_\_\_\_ County, Florida. Property Tax ID #: \_\_\_\_\_  
9\* (c) Real Property: The legal description is \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or  
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods  
18 and draperies, blinds, window treatments, smoke detector(s), garage dooropener(s), thermostat(s), doorbell(s),  
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox  
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").  
21\* Other Personal Property items included in this purchase are: \_\_\_\_\_  
22 \_\_\_\_\_

23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.  
24\* (e) The following items are excluded from the purchase: \_\_\_\_\_  
25 \_\_\_\_\_

## PURCHASE PRICE AND CLOSING

26  
27\* **2. PURCHASE PRICE (U.S. currency):** .....\$ \_\_\_\_\_

28\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** .....\$ \_\_\_\_\_  
29 The initial deposit made payable and delivered to "Escrow Agent" named below  
30\* **(CHECK ONE):** (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_ (if left blank,  
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)  
32 SHALL BE DEEMED SELECTED.

33\* Escrow Agent Name: \_\_\_\_\_  
34\* Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
35\* Email: \_\_\_\_\_ Fax: \_\_\_\_\_

36\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
37\* days after Effective Date .....\$ \_\_\_\_\_  
38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

39\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....\$ \_\_\_\_\_

40\* (d) Other: .....\$ \_\_\_\_\_

41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
42\* transfer or other Collected funds (See STANDARD S) .....\$ \_\_\_\_\_

## 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

43 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
44 \_\_\_\_\_, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
45\* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
46 the counter-offer is delivered.

47 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
48 initialed and delivered this offer or final counter-offer ("Effective Date").

49 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are  
50 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be  
51 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of  
52 \_\_\_\_\_

53 \* this Contract, the Closing shall occur on \_\_\_\_\_ (“Closing Date”), at the time  
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer’s lender(s) are not available on Closing Date due to Consumer Financial  
57 Protection Bureau Closing Disclosure delivery requirements (“CFPB Requirements”), if Paragraph 8(b) is  
58 checked, Loan Approval has been obtained, and lender’s underwriting is complete, then Closing Date shall be  
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7  
60 days.

61 (b) If an event constituting “Force Majeure” causes services essential for Closing to be unavailable, including the  
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners’ insurance, Closing Date shall be  
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property  
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss  
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-  
71 CLOSING OCCUPANCY BY BUYER.

72 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after  
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof  
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all  
76 within 5 days after Effective Date. If Buyer determines, in Buyer’s sole discretion, that the lease(s) or terms of  
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such  
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the  
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)  
80 and Seller’s affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not  
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after  
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83 \* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under  
84 \* this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.  
85 **IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.**

86 **FINANCING**

87 **8. FINANCING:**

88 \*  (a) This is a cash transaction with no financing contingency.

89 \*  (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date (“Loan  
90 \* Approval Period”): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other \_\_\_\_\_  
91 \* (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):**  fixed,  adjustable,  fixed or  
92 \* adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left  
93 \* blank, then prevailing rate based upon Buyer’s creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30)  
94 years (“Financing”); and (2) Buyer’s mortgage broker or lender having received an appraisal or alternative valuation  
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required  
96 for lender to provide Financing for Buyer and proceed to Closing (“Appraisal”).

97 \* (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date  
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of  
99 Paragraph 8(b)(1) and (2), above, (“Loan Approval”) within the Loan Approval Period and, thereafter, to close this  
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval  
101 unless Rider V is attached.

102 Buyer’s failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall  
103 be considered a default under the terms of this Contract. For purposes of this provision, “diligent effort” includes,  
104 but is not limited to, timely furnishing all documents and information required by Buyer’s mortgage broker and lender  
105 and paying for Appraisal and other fees and charges in connection with Buyer’s application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer’s  
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions  
108 of Loan Approval. Buyer authorizes Buyer’s mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

#### CLOSING COSTS, FEES AND CHARGES

### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

#### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

#### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

165 search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded  
166 liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

167 **(CHECK ONE):**

168 \*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the  
169 \* premium for Buyer's lender's policy and charges for closing services related to the lender's policy,  
170 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other  
171 provider(s) as Buyer may select; or

172 \*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
173 services related to Buyer's lender's policy, endorsements and loan closing; or

174 \*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall  
175 \* furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a  
176 continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for  
177 reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing  
178 continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not  
179 \* be obligated to pay more than \$\_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title  
180 search ordered or performed by Closing Agent.

181 (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property  
182 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real  
183 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

184 \* (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
185 \* \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home  
186 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
187 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

188 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
189 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
190 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
191 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being  
192 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may  
193 be paid in installments **(CHECK ONE):**

194 \*  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
195 Installments prepaid or due for the year of Closing shall be prorated.

196 \*  (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body  
197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be  
198 deemed selected for such assessment(s).

199 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district  
201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to  
202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

203 **DISCLOSURES**

204 **10. DISCLOSURES:**

205 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in  
206 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
207 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
208 radon and radon testing may be obtained from your county health department.

209 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
210 does not know of any improvements made to the Property which were made without required permits or made  
211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,  
212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then  
213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,  
214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or  
215 unpermitted improvements.

216 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
217 desires additional information regarding mold, Buyer should contact an appropriate professional.

218 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood  
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"



221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and  
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or  
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage  
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer  
225\* may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after  
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further  
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone  
228 designation of Property.

- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**  
234 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**  
235 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
237 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO**  
238 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
239 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**  
240 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**  
241 **COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if  
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer  
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller  
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,  
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD  
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax  
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to  
249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are  
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding  
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or  
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller  
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected  
255 building, environmental or safety code violation.

#### 256 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the  
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS  
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

#### 260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 261\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have \_\_\_\_\_ (if left blank, then 15)  
262 days after Effective Date ("*Inspection Period*") within which to have such inspections of the Property  
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole  
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering  
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely  
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall  
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for  
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting  
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the  
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to  
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of  
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to  
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all  
274 repairs and improvements required by Buyer's lender.

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
- 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
- 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
- 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
- 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
- 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
- 282 written documentation or other information in Seller's possession, knowledge, or control relating to
- 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
- 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
- 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
- 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
- 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
- 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
- 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
- 291 to Buyer.

292 **ESCROW AGENT AND BROKER**

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds

294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow

295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this

296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands

297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such

298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities

299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties

300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of

301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An

302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all

303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of

304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with

305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,

306 arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,

308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent

310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to

311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or

312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,

314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property

316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the

317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or

318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**

319 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**

320 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**

321 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each

322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and

323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at

324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with

325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of

326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or

327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task

328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,

329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services

330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under  
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's  
342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall  
343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share  
344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

345 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
346 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,  
347 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting  
348 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific  
349 performance.

350 This Paragraph 15 shall survive Closing or termination of this Contract.

351 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and  
352 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled  
353 as follows:

354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
356 16(b).

357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
362 16 shall survive Closing or termination of this Contract.

363 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted  
364 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
365 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
366 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the  
367 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

368 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

369 **18. STANDARDS:**

370 **A. TITLE:**

371 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
372 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
373 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
374 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
375 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
376 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
377 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
378 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
379 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
380 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
381 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
382 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
383 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall  
384 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
385 with law.

## STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

386 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
387 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
388 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
389 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days (“Cure Period”) after  
390 receipt of Buyer’s notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
391 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
392 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer’s attorney) and the parties will close this  
393 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer’s receipt of Seller’s notice). If  
394 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
395 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
396 Seller shall continue to use reasonable diligent effort to remove or cure the defects (“Extended Cure Period”); or  
397 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
398 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer’s receipt of Seller’s notice), or (c)  
399 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
400 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
401 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
402 thereby releasing Buyer and Seller from all further obligations under this Contract.

403 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
404 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
405 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
406 such matters, together with a copy of Survey, to Seller within 5 days after Buyer’s receipt of Survey, but no later  
407 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
408 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
409 prior survey, Seller shall, at Buyer’s request, execute an affidavit of “no change” to the Real Property since the  
410 preparation of such prior survey, to the extent the affirmations therein are true and correct.

411 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
412 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
415 deposits paid by tenant(s) or occupant(s) (“Estoppel Letter(s)”). If Seller is unable to obtain such Estoppel Letter(s)  
416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller’s affidavit  
417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
418 Seller’s affidavit, if any, differ materially from Seller’s representations and lease(s) provided pursuant to Paragraph  
419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller’s affidavit, Buyer may deliver written notice to Seller  
420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller’s obligations  
423 thereunder.

424 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
425 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
426 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
427 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
428 general contractors, subcontractors, suppliers and materialmen in addition to Seller’s lien affidavit setting forth  
429 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
430 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
431 paid or will be paid at Closing.

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
438 day on which a national legal public holiday is observed.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under  
440 this Contract or be liable to each other for damages so long as performance or non-performance of the right or  
441 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

## STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

442 caused or prevented by a Force Majeure event. “Force Majeure” means: hurricanes, floods, extreme weather,  
443 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of  
444 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by  
445 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.  
446 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents  
447 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.  
448 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time  
449 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,  
450 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond  
451 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit  
452 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

453 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee’s,  
454 personal representative’s, or guardian’s deed, as appropriate to the status of Seller, subject only to matters  
455 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be  
456 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this  
457 Contract.

### 458 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

459 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent (“Closing Agent”) designated by  
460 the party paying for the owner’s policy of title insurance and will take place in the county where the Real Property  
461 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title  
462 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic  
463 means.

464 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of  
465 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),  
466 owner’s possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid  
467 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,  
468 the survey, flood elevation certification, and documents required by Buyer’s lender.

469 (iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury  
470 Department’s Financial Crimes Enforcement Network (“FinCEN”) Geographic Targeting Order (“GTO”), then Buyer  
471 shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial  
472 Owners, including photo identification, and related to the transaction contemplated by this Contract which are  
473 required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to  
474 Closing Agent’s collection and report of said information to IRS.

475 (iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment  
476 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing  
477 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing**  
478 **funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

479 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
480 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following  
481 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent  
482 for a period of not more than 10 days after Closing; (2) if Seller’s title is rendered unmarketable, through no fault of  
483 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from  
484 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all  
485 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,  
486 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-  
487 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand  
488 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect  
489 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

490 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
491 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
492 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments  
493 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents  
494 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,  
495 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required  
496 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited  
497 to Buyer. Escrow deposits held by Seller’s mortgagee will be paid to Seller. Taxes shall be prorated based on  
498 current year’s tax. If Closing occurs on a date when current year’s millage is not fixed but current year’s assessment

**STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED**

499 is available, taxes will be prorated based upon such assessment and prior year’s millage. If current year’s  
500 assessment is not available, then taxes will be prorated on prior year’s tax. If there are completed improvements  
501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1<sup>st</sup>  
502 of prior year, then taxes shall be prorated based upon prior year’s millage and at an equitable assessment to be  
503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an  
504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the  
505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an  
506 estimate shall, at either party’s request, be readjusted upon receipt of current year’s tax bill. This STANDARD K  
507 shall survive Closing.

508 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller  
509 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,  
510 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

511 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
512 (“Casualty Loss”) and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
513 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
514 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated  
515 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of  
516 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
517 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
518 Purchase Price, Buyer shall elect to either take Property “as is” together with the 1.5% or receive a refund of the  
519 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller’s sole obligation  
520 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

521 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
522 Closing or deferred) under Section 1031 of the Internal Revenue Code (“Exchange”), the other party shall cooperate  
523 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,  
524 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent  
525 upon, nor extended or delayed by, such Exchange.

526 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
527 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This  
528 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in  
529 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and  
530 delivery given by or to the attorney or broker (including such broker’s real estate licensee) representing any party  
531 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,  
532 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures  
533 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic  
534 signatures, as determined by Florida’s Electronic Signature Act and other applicable laws.

535 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
536 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
537 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change  
538 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended  
539 to be bound by it.

540 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
541 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
542 rights.

543 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
544 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

545 **S. COLLECTION or COLLECTED:** “Collection” or “Collected” means any checks tendered or received, including  
546 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing  
547 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent  
548 until such amounts have been Collected in Closing Agent’s accounts.

549 **T. RESERVED.**

550 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State  
551 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the  
552 county where the Real Property is located.

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a “foreign person” as defined by FIRPTA,  
554 Section 1445 of the Internal Revenue Code (“Code”) requires the buyer of the real property to withhold up to 15%  
555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
557 from the IRS authorizing a reduced amount of withholding.

558 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
559 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
560 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
561 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
562 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
563 to the IRS.

564 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
565 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
566 reduced sum required, if any, and timely remit said funds to the IRS.

567 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
568 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
569 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
570 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
571 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
572 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
573 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

574 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
575 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
576 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
577 disbursement in accordance with the final determination of the IRS, as applicable.

578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
579 8288 and 8288-A, as filed.

580 W. RESERVED

581 X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller
582 and against any real estate licensee involved in the negotiation of this Contract for any damage or defects
583 pertaining to the physical condition of the Property that may exist at Closing of this Contract and be
584 subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This
585 provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive
586 Closing.

587 ADDENDA AND ADDITIONAL TERMS

589 \* 19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this
590 Contract (Check if applicable):

- 591 [ ] A. Condominium Rider [ ] M. Defective Drywall [ ] X. Kick-out Clause
592 [ ] B. Homeowners' Assn. [ ] N. Coastal Construction Control [ ] Y. Seller's Attorney Approval
593 [ ] C. Seller Financing Line [ ] Z. Buyer's Attorney Approval
594 [ ] D. Mortgage Assumption [ ] O. Insulation Disclosure [ ] AA. Licensee Property Interest
595 [ ] E. FHAVA Financing [ ] P. Lead Paint Disclosure (Pre-1978) [ ] BB. Binding Arbitration
596 [ ] F. Appraisal Contingency [ ] Q. Housing for Older Persons [ ] CC. Miami-Dade County
597 [ ] G. Short Sale [ ] R. Rezoning Special Taxing District
598 [ ] H. Homeowners/Flood Ins. [ ] S. Lease Purchase/ Lease Option Disclosure
599 [ ] I. RESERVED [ ] T. Pre-Closing Occupancy [ ] DD. Seasonal/Vacation Rentals
600 [ ] J. Interest-Bearing Acct [ ] U. Post-Closing Occupancy [ ] EE. PACE Disclosure
601 [ ] K. RESERVED [ ] V. Sale of Buyer's Property [ ] Other: \_\_\_\_\_
602 [ ] L. RESERVED [ ] W. Back-up Contract \_\_\_\_\_

591 \* **20. ADDITIONAL TERMS:** \_\_\_\_\_  
 592 \_\_\_\_\_  
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609 **COUNTER-OFFER**

610 \*  Seller counters Buyer's offer.

611 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
 612 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

613 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

614 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*  
 615 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*  
 616 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*  
 617 *interested persons.*

618 **AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK**  
 619\* **TO BE COMPLETED.**

620 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

621\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

622\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

623\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

624 Buyer's address for purposes of notice Seller's address for purposes of notice

625\* \_\_\_\_\_

626\* \_\_\_\_\_

627\* \_\_\_\_\_

628 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
 629 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
 630 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
 631 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
 632 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
 633 made by Seller or Listing Broker to Cooperating Brokers.

634\* \_\_\_\_\_  
 635 **Cooperating Sales Associate, if any** **Listing Sales Associate**

636\* \_\_\_\_\_  
 637 **Cooperating Broker, if any** **Listing Broker**





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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

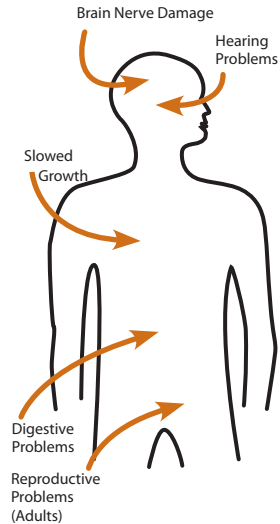
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.



## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.



## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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# IMPORTANT!

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

# Sellers Information Sheet

PLEASE FILL OUT COMPLETELY

Name(1): \_\_\_\_\_

Email (1): \_\_\_\_\_

Name (2): \_\_\_\_\_

Email (2): \_\_\_\_\_

Mailing \_\_\_\_\_

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

\_\_\_\_\_

Name (1)

Name (2)  Check if same home # as (1)

Home Phone No: \_\_\_\_\_

Work No: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

1st Mortgage held by: \_\_\_\_\_

Loan No: \_\_\_\_\_

Lender Phone No: \_\_\_\_\_ Ext: \_\_\_\_\_

( ) Payoff Request Attached

2nd Mortgage held by:

Loan No: \_\_\_\_\_

Lender Phone No: \_\_\_\_\_ Ext: \_\_\_\_\_

( ) Payoff Request Attached

Other Liens/Loans against property held by: \_\_\_\_\_

\_\_\_\_\_

Loan/Account No(s) \_\_\_\_\_

Phone No(s) \_\_\_\_\_

Forwarding Information **After Closing:** Phone: \_\_\_\_\_

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

\_\_\_\_\_

# Buyers Information Sheet

PLEASE FILL OUT COMPLETELY

Name (1): \_\_\_\_\_

Email (1): \_\_\_\_\_

Name (2): \_\_\_\_\_

Email (2): \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Name (1)

Name (2)  Check if same home # as (1)

Home Phone No: \_\_\_\_\_

Work No: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

New Mortgage Lender: \_\_\_\_\_

Lender Address: \_\_\_\_\_

Loan No: \_\_\_\_\_

Contact/Loan Officer: \_\_\_\_\_

Lender Phone No: \_\_\_\_\_ Ext: \_\_\_\_\_

Mortgage Amount: \$ \_\_\_\_\_

Type of Loan:

( ) Conventional

( ) FHA

( ) VA

Note: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Homeowners Association/Condominium Status

Please Complete All Lines Marked With ▶

▶ Property Address: \_\_\_\_\_

▶ Seller's Name: \_\_\_\_\_

▶ Condominium Name: \_\_\_\_\_

▶ Amount of Dues per 1 billing cycle: \$ \_\_\_\_\_

▶ Are dues paid: cycle?

( ) Monthly

( ) Quarterly

( ) Annually

( ) Other \_\_\_\_\_

▶ Are dues paid current?

( ) Yes / Date paid \_\_\_\_\_  
*Month/Day/Year*

( ) No / Amount in arrears \$ \_\_\_\_\_  
*Amount due to bring current*

▶ PAID DUES Period Covered: \_\_\_\_\_ to \_\_\_\_\_  
*Month/Day/Year Month/Day/Year*

▶ ARREAR DUES Period Owing: \_\_\_\_\_ to \_\_\_\_\_  
*Month/Day/Year Month/Day/Year*

▶ Name: \_\_\_\_\_  
*Condominium Management Company or Association Name*

▶ Contact: \_\_\_\_\_  
*Contact Person or Association Manager-Treasurer*

▶ Phone No: \_\_\_\_\_ ▶ Fax No: \_\_\_\_\_

▶ Email (if known): \_\_\_\_\_

We authorize management to confirm this information and to provide Liberty Title with a membership transfer packet and a final bill.



SELLER

SELLER

(Date)

PLEASE SEND THE INFORMATION TO: LIBERTY TITLE AGENCY

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FILE NO: \_\_\_\_\_

# MORTGAGE PAYOFF/ASSUMPTION REQUEST AND AUTHORIZATION

Please Complete All Lines Marked With ▶

▶ TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
SELLER'S MORTGAGE COMPANY

▶ PHONE NO: \_\_\_\_\_ EXT: \_\_\_\_\_

▶ PROPERTY ADDRESS: \_\_\_\_\_

▶ MORTGAGOR(S): \_\_\_\_\_

▶ YOUR LOAN NO: \_\_\_\_\_

▶ PLEASE BE ADVISED THAT I/WE HAVE SOLD THE ABOVE CAPTIONED PROPERTY AS FOLLOWS:

- ( ) ON LAND CONTRACT
- ( ) PURCHASER WILL ASSUME YOUR MORTGAGE
- ( ) YOUR MORTGAGE WILL BE PAID OFF

▶ YOU ARE HEREBY AUTHORIZED AND DIRECTED TO FURNISH LIBERTY TITLE AGENCY THE FOLLOWING INFORMATION ON YOUR LOAN:

- ( ) PAYOFF FIGURES AS OF \_\_\_\_\_ WITH PER DIEM.
- ( ) ASSUMPTION FIGURES, MONTHLY PAYMENT, INTEREST RATE, PREPAYMENT PENALTY, ESCROW BALANCE
- ( ) COMPLETE INSURANCE INFORMATION

▶ \_\_\_\_\_  
MORTGAGOR SOCIAL SECURITY NUMBER

▶ \_\_\_\_\_  
MORTGAGOR SOCIAL SECURITY NUMBER

PLEASE SEND THE INFORMATION TO: LIBERTY TITLE AGENCY

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FILE NO: \_\_\_\_\_

**NOTE: IF THIS IS A HOME EQUITY/CREDIT LINE, PLEASE FREEZE THE ACCOUNT.**  
PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS





**Z!NG TITLE  
EARNEST MONEY ESCROW AGREEMENT**

**File No.:** \_\_\_\_\_

**Seller:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

**Property:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The undersigned Seller and Purchaser are parties to Real Estate Sale/Purchase Contract dated \_\_\_\_\_ and covering the above referenced property. The undersigned hereby deposit with Liberty Title Agency ("Escrow Agent") the sum of \$ \_\_\_\_\_ ("Funds") to be held by the Escrow Agent under the following terms and conditions:

- 1) Upon mutual agreement of Seller and Purchaser the Funds shall be either applied towards the purchase price at closing or disbursed as directed by Seller and Purchaser.
- 2) In the event of any dispute between the parties as to the disposition of the Funds, Escrow Agent may decline to disburse the Funds unless it receives written instructions signed by all parties. Escrow Agent may also interplead the Funds with the Circuit Court or commence a small claims court action in order to receive court order directing it how to disburse said funds. In the event court proceedings are instituted, Escrow Agent may recover its reasonable attorney's fees, court costs and employee costs involved in such proceedings, deducting the sum from said funds.
- 3) Escrow Agent shall not be liable for any loss or damage resulting from any loss or impairment of escrowed funds due to the failure, insolvency or suspension of a financial institution.
- 4) Escrow Agent is not under any duty to invest the Funds on behalf of either Purchaser or Seller. Escrow Agent may commingle the Funds with other deposits held by Escrow Agent.
- 5) The undersigned jointly and severally indemnify and hold Liberty Title harmless for any loss, cost or damage which it may suffer from acting as escrow agent, except for damages caused by its willful negligence or intentional misconduct.
- 6) In the event that the Funds continue to be held by Escrow Agent one year after the date of this agreement, Escrow Agent shall be entitled to deduct a reasonable administrative fee from the Funds.
- 7) This agreement may not be modified or amended in any way except by written agreement executed by Purchaser, Seller, and Escrow Agent.

**Seller(s):**  
\_\_\_\_\_  
\_\_\_\_\_

**Purchaser(s):**  
\_\_\_\_\_  
\_\_\_\_\_

**Seller Email and Phone Number**  
\_\_\_\_\_  
\_\_\_\_\_

**Purchaser Email and Phone Number**  
\_\_\_\_\_  
\_\_\_\_\_



Home Warranty  
of America

13  
mo. WARRANTY



We've Got You Covered.

# SAMPLE COVERAGE TERMS

## I. GENERAL COVERAGE PROVISIONS

### A. Coverage

1. During the Coverage Period, HWA's TM sole responsibility will be to arrange for an Authorized Repair Technician to provide Service(s) for Covered Systems and Components located on the Covered Property in accordance with the definitions, terms and conditions of this Contract.
2. Coverage will only apply to system and component malfunctions explicitly listed as "Included." Malfunctions which existed on the Coverage Period Start Date will be covered only if the malfunction was unknown and could not have been detectable by visual inspection or simple mechanical test. Certain items may not be covered by this Contract. Refer to the "Covered Systems and Components" and "Limitations and Exclusions" sections on the following pages for coverage details.
3. This Contract does not cover known defects.
4. HWA IS NOT AN AUTHORIZED REPAIR TECHNICIAN and will not actually be performing the repair or replacement of any systems or components.
5. HWA's obligation to pay for the repair or replacement of Covered Systems and Components under this Contract is limited to \$5,000 per covered item and \$15,000 in the aggregate during the Contract Period, subject to the further limitations set forth herein.
6. This is not a contract for insurance. Obligations of the provider under this Contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a reimbursement insurance policy.

### B. Definitions

1. "Authorized Repair Technician" means the service contractor HWA dispatches in response to Your request for Service.
2. "Contract" means this service contract between You and HWA including the Coverage Letter.
3. "Coverage Period Start Date" means the date listed on the Coverage Letter.
4. "Coverage Letter" means the letter attached to this Contract that includes Your specific coverage information.
5. "Coverage Period" means the duration of time identified on the Coverage Letter.
6. "Covered Property" means the address that is eligible for coverage and identified on the Coverage Letter. The Covered Property must be a single-family home, town home or condominium (including manufactured housing, which must be anchored to a permanent foundation and not moved during the duration of this Contract) under 5,000 square feet, unless:
  - a) An alternative dwelling type (i.e., 5,000 square feet or more, new construction or multiple units) is applied for by phoning 1-888-HWA-RELY, and
  - b) Such alternative dwelling type is approved by HWA as a Covered Property.Covered Property must be owned or rented residential-use property, not commercial property or residential property converted into a business.
7. "Covered Systems and Components" means systems and components as specifically described herein as "Included" and that are located inside the confines of the main foundation of the Covered Property and are in proper working order on the Coverage Period Start Date and become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if at the time the issue or breakdown was unknown. Components shall be considered in proper working order if no defect is known or would have been detectable by a visual inspection or mechanical test on the Coverage Period Start Date. Attached garages, detached garages, exterior pools, spas, well pumps, septic tank pumps and air conditioners are included in this definition.
8. "Home Owner" means any Customer who is not a Home Seller.
9. "Home Seller" means a Customer who is selling the Covered Property and has elected to enroll in Listing Coverage as described herein.
10. "HWA" means Home Warranty of America, Inc.
11. "Service" or "Services" mean the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered System and Component that becomes inoperable due to a mechanical failure caused by routine wear and tear in accordance with the provisions set forth in this Contract.
12. "Trade Call Fee" means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Coverage Letter.
13. "You" and "Your" and the "Customer" means the person contracting for Services covered by this Contract and whose name(s) appear on the Coverage Letter.

## II. COVERAGE DURATION, RENEWAL & RENEWAL PAYMENTS

- A. Home Seller's coverage ("Listing Coverage") for the listing and sale period starts on the Coverage Period Start Date and continues until the earliest to occur of the following (i) the sale of the Covered Property, (ii) the expiration or cancellation of the listing of the Covered Property, (iii) 180 days from the Coverage Period Start Date (the "Listing Period", including any extension thereof). HWA, in its sole discretion, may extend Home Seller's coverage after expiration of the initial 180-day period. Listing Coverage is only available if residence is listed with a licensed real estate professional and the listing residence is owner occupied or vacant at the time the order for coverage is placed.
- B. Home Owner's coverage begins on the Coverage Period Start Date and ends on the last day of the Coverage Period provided payment is made in full on or before the Coverage Period Start Date, subject to a 14-day payment grace period if the Contract was entered into as part of a real estate transaction and ordered by a licensed real estate professional, title company or financial institution. In addition, coverage may be renewed for additional one year terms as described in more detail below.
- C. PRIOR TO THE EXPIRATION OF THE COVERAGE PERIOD, WE WILL CONTACT YOU WITH THE TERMS (INCLUDING PRICE) OF A ONE YEAR RENEWAL TERM. IF YOU ELECT TO RENEW THIS CONTRACT FOR AN ADDITIONAL ONE YEAR TERM FOLLOWING THE EXPIRATION OF THE COVERAGE PERIOD (THE "INITIAL RENEWAL TERM") THEN YOU WILL BE ENROLLED IN AN AUTOMATIC RENEWAL OF THIS CONTRACT FOR ADDITIONAL ONE YEAR TERMS THEREAFTER (THE "ADDITIONAL RENEWAL TERMS"). SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF COVERAGE DURING THE INITIAL RENEWAL TERM OR ANY ADDITIONAL RENEWAL TERM, WE WILL NOTIFY YOU OF THE TERMS (INCLUDING ANY INCREASE TO THE PRICE) OF ANY ADDITIONAL RENEWAL TERM. UPON RENEWAL YOU WILL AUTOMATICALLY BE RENEWED FOR ONE (1) YEAR UNLESS YOU NOTIFY US, IN WRITING, PRIOR TO THE PLAN EXPIRATION, BY MAIL: P.O. BOX 850, LINCOLNSHIRE, IL 60069 OR BY EMAIL: CANCEL@HWAHOMEWARRANTY.COM. IF YOU REQUEST TO CANCEL AFTER AUTOMATIC RENEWAL TAKES PLACE, WE WILL HONOR YOUR REQUEST TO CANCEL IMMEDIATELY PURSUANT TO SECTION VIII.E.BELOW. IF YOU HAVE ANY QUESTIONS, OUR TOLL FREE NUMBER IS 1-888-492-7359. YOU MAY CANCEL THIS CONTRACT AT ANY TIME AS DESCRIBED IN SECTION VIII.E.BELOW. If you elect to renew this Contract for the Initial Renewal Term you will select your payment method at such time. Payment may be made in monthly installments, three installments or in full at the commencement of the Initial Renewal Term or any Additional Renewal Term. You agree to make payment and such payments will be drafted from a pre-authorized credit card or checking account (unless you pay by check), based on the payment plan You choose. You will not receive a monthly or annual bill. If your payments are not current, We may refuse to provide service under this Contract. Except as otherwise specifically stated in this Contract, Your payments are non-refundable.

## III. SERVICE CALLS

- A. You or Your agent (including tenant if specifically authorized by the Home Owner) must notify HWA for Service Requests to be performed under this Contract as soon as the problem is discovered. HWA will accept Service Requests 24 hours a day, 7 days a week, 365 days a year at 1-888-HWA-RELY or online at www.HWAHomeWarranty.com. To be covered, notice must be given to HWA prior to expiration of this Contract.
- B. HWA will dispatch Service Requests to an Authorized Repair Technician within 48 hours. If you should request HWA to perform non-emergency Service outside of normal business hours, you will be responsible for any additional fees and/or overtime charges.
- C. In emergency situations HWA will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency Service (emergency usually considered to be loss of life or peril).
- D. HWA has the sole and absolute right to select the Authorized Repair Technician to perform the Service; and HWA will not reimburse for Services performed without its prior approval.
- E. You will pay the Trade Call Fee or the actual cost of the Services covered under this Contract, whichever is less. The Trade Call Fee is for each visit by an Authorized Repair Technician, except as noted below, and is payable to the Authorized Repair Technician at the time of each visit. The Trade Call Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is deemed Excluded, or denied. The Trade Call Fee is due if you fail to be present at a scheduled time, or in the event you cancel a Service call at the time an Authorized Repair Technician is on the way to Your home or at Your home. Failure to pay the Trade Call Fee will result in suspension of coverage until such time as the proper Trade Call Fee is paid. At that time, coverage will be reinstated, but the Coverage Period will not be extended.
- F. If Services performed under this Contract should fail, then HWA will provide for the necessary repairs without an additional Trade Call Fee for a period of 90 days on parts and 30 days on labor.
- G. No Services will be provided if the Authorized Repair Technician is prevented from entering a Covered Property due to the presence of animals, insects, unsafe conditions, or if the equipment is not easily accessible. In this event the Trade Call Fee will still be payable.

## IV. COVERED SYSTEMS AND COMPONENTS

The following systems and components are covered only to the extent items are labeled as "Included" below and are subject to all other provisions, limitations and exclusions in this Contract, including the Limitations and Exclusions section.

### A. PLUMBING SYSTEM



**INCLUDED:** Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's standard as necessary), toilet wax ring seals - Instant hot water dispensers - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps (used for storm water only) - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs, including hydro jetting, in drain and sewer lines up to 125' from access point. Polybutylene piping is covered up to \$1,000 in the aggregate during the Coverage Period. Main line stoppages are only covered if there is a ground level clean out available.

**EXCLUDED:** Stoppages and clogs in drain and sewer lines that cannot be cleared by cable, hydro jetting or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 125' of access point) - Stoppages and clogs that can only be cleared through roof vent - Access to drain or sewer lines from vent or removal of water closets and/or toilets - Cost to locate, access or install ground level clean out - Hose bibs - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Fixtures, cartridges, shower heads and shower arms - Bathtubs and showers - Shower enclosures and base pans - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Septic tanks - Water softeners - Pressure regulators - Recirculating pumps - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Sewage ejector pumps - Holding or storage tanks - Saunas or steam rooms - Back up and battery sump pump systems - Basket strainers.

**LIMITATIONS:** HWA will pay no more than \$1,000 for diagnosis, repair or replacement of any Covered System and Component that is concrete encased or otherwise inaccessible. HWA will pay no more than \$2,000 in the aggregate during the Contract Period for any and all plumbing repairs required due to rust and corrosion.

**PREMIUM COVERAGE INCLUDES:** Fixtures and cartridges, faucets, shower heads and shower arms (replaced with chrome builders standard) - Interior hose bibs - Toilets of similar quality (\$500 limit on toilets).

### B. WATER HEATER (Gas, Tankless, Electric or Oil)



**INCLUDED:** All components and parts, including circulating pumps.

**EXCLUDED:** Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Flues and vents - Commercial grade equipment - Problems resulting from sediment - Units exceeding 75 gallons - Drain pans and drain lines.

**LIMITATIONS:** HWA will pay no more than \$1,000 in the aggregate during the Contract Period for repair or replacement of tankless or oil water heater. **PREMIUM COVERAGE INCLUDES:** Problems resulting from sediment.

### C. ELECTRICAL SYSTEM



**INCLUDED:** All components and parts.

**EXCLUDED:** Fixtures - Carbon monoxide alarms, detectors or related systems - Intercoms and door bell systems associated with Intercoms - Inadequate wiring capacity - Solar power systems and panels - Direct current (D.C.) wiring or components - Attic fans - Commercial grade equipment - Damages due to power failure or surge, or loads greater than the system's design - Circuit overload - Solar components - Energy management systems.

**LIMITATIONS:** HWA will pay no more than \$2,000 in the aggregate during the Contract Period for any and all covered electrical repairs required due to rust and corrosion.

### D. KITCHEN APPLIANCES



1. Dishwasher (Built-in)

**INCLUDED:** All components and parts.

**EXCLUDED:** Racks - Baskets - Rollers - Door seals - Portable dishwashers.

**PREMIUM COVERAGE INCLUDES:** Racks - Baskets - Rollers - Door seals.



2. Garbage Disposal

**INCLUDED:** All components and parts, including entire unit.

**EXCLUDED:** Problems and/or jams caused by bones and foreign objects other than food.



3. Built-in Microwave Oven

**INCLUDED:** All components and parts.

**EXCLUDED:** Interior linings - Door glass - Clocks - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries - Door seals - Lighting and handles - Glass.

**PREMIUM COVERAGE INCLUDES:** Interior linings - Rotisseries - Clocks - Door seals - Lighting and handles.



4. Range/oven/cooktop (Gas or Electric; Built-in, or Free Standing).

**INCLUDED:** All components and parts.

EXCLUDED: Clocks (unless they affect the cooking function of the oven) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Sensi-heat burners will only be replaced with standard burners - Door seals - Lighting and Handles - Glass -Portable range/oven/cooktop.

**PREMIUM COVERAGE INCLUDES:** Racks - Rotisseries - Clocks - Door seals - Lighting - Handles and knobs.



**5. TRASH COMPACTOR (Built-in).**

INCLUDED: All components and parts.

EXCLUDED: Lock and key assemblies - Removable buckets - Door seals -Portable trash compactor.

**PREMIUM COVERAGE INCLUDES:** Removable buckets - Door seals.

**E. DOOR BELLS**



INCLUDED: All components and parts.

EXCLUDED: Door bells associated with Intercom Systems. Battery operated door bells.

**F. CEILING FANS AND EXHAUST FANS**



INCLUDED: Motors - Switches - Controls - Bearings - Blades.

EXCLUDED: Whole house fans -Belts -Shutters - Filters - Lighting.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period.

**G. CENTRAL VACUUM**



INCLUDED: All mechanical system components and parts.

EXCLUDED: Ductwork -Blockages -Accessories.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period for diagnosis and repair of each vacuum.

**H. BURGLAR AND FIRE ALARM SYSTEMS**



INCLUDED: All components and parts.

EXCLUDED: Any wiring or parts located outside the main confines of the foundation of the home - Batteries - Video cameras - Video monitors - Sprinkler alarms and systems.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period for diagnosis and repair of each burglar and fire alarm system.

**I. GARAGE DOOR SYSTEMS**



INCLUDED: All components and parts of the garage door opener.

EXCLUDED: Garage doors - Hinges and Springs - Infra-red sensors - Chains - Tracks

- Rollers - Remote receiving/transmitting devices. **PREMIUM COVERAGE INCLUDES:**

Remote receiving/transmitting devices.

**J. KITCHEN REFRIGERATOR w/Ice Maker**

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks - Shelves - Ice crushers - Water and ice dispensers and their respective equipment - Water lines and valve to ice maker - Mini fridges - Wine coolers - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Door seals - Lighting and handles - Units moved out of the kitchen - Audio/visual components and internet connection equipment.

**K. 13 SEER/R-410A MODIFICATIONS (Included in Diamond and Platinum plans, not available in other plans)**

INCLUDED: If government regulations prevent HWA from repairing or replacing a covered air conditioning system, or heating system with similar efficiency or capacity, and HWA provides an upgraded unit pursuant to Section V(A) or V(C) of this Contract, then HWA will also pay for up to \$1,000 in the aggregate during the Contract Period for modifications or upgrades to valves, line sets, evaporator coils, pads, stands, plumbing, flues, additional costs associated with evacuating and cleaning the system of all R-22 and crane charges required to complete the replacement installation of the heating or air conditioning system.

EXCLUDED: Permits, cleaning, disposal or ductwork testing and/or sealing.

**V. ADDITIONAL COVERAGE**

The following coverage is automatically included for Home Owners and begins after the close of the sale of the Covered Property. For Home Sellers the following coverage is only included in the Listing Coverage if the Home Seller's Option is elected by the Home Seller and listed on the Coverage Letter. If the Home Seller's option is taken, then 1) Home Seller's limitations of liability still apply; and 2) the following covered items in this section are subject to a maximum combined \$1,500 limitation during the Listing Period, subject to all other provisions, limitations and exclusions in this Contract.

**A. HEATING SYSTEM**

INCLUDED: All components and parts necessary for the operation of the system (including heat pumps which cool or heat the home). For geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. For units below 13 SEER and/or R-22 equipment and when HWA is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating or with R-22 Equipment, repair/replacement will be performed with 13 SEER/R-410A equipment and/or 7.7 HSPF or higher compliant.

EXCLUDED: Baseboard casings - Oil storage tanks - Portable units - Solar heating systems -Fireplaces and key valves - Filters - Electronic air cleaners - Registers - Grills - Clocks - Timers - Heat lamps - Fuel storage tanks - Flues and Vents - Humidifiers - Commercial grade equipment -Gas heat pump systems - Outside or underground piping and components for geothermal and/or water source heat pumps - Electronic, computerized, and manual systems management and zone controllers - Systems with mismatched condensing unit and evaporative coil per manufacturer specifications -Improper use of metering devices (i.e. thermal expansion valves) -HWA is not responsible for the costs associated with matching dimensions, brand or color made -Except as noted above or when the optional 13 SEER/R-410A modifications coverage is included in Platinum and Diamond Plans, HWA will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment - Condensate pumps - After market inducer fan motors - Pellet Stoves -Cable heat -Wood stoves - Solar Heating and Components - Cost for crane rentals.

LIMITATIONS: Coverage under this section is limited to the main heating source not to exceed a 5 ton capacity. During the period of Home Owner's coverage, HWA will pay no more than \$1,500 per covered item for diagnosis, access, and repair or replacement of any hot water or steam circulating heating systems or glycol system, or geothermal/water source heat pump. NOTE: HWA will pay up to \$10 per pound for the cost of refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

**PREMIUM COVERAGE INCLUDES:** Filters and Heat Lamps

**B. DUCTWORK**

INCLUDED: Duct from heating unit to point of attachment at registers or grills.

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Flues, vents

and breaching - Ductwork exposed to outside elements - Separation due to settlement and/or lack of support - Damper motors - Electronic, computerized, and manual systems management and zone controllers - Diagnostic testing of, or locating leaks to, ductwork, including but not limited to as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. LIMITATIONS: When covered repairs require access to ductwork, HWA will only provide diagnosis, repair, sealing, or replacement to ductwork through unobstructed walls, ceilings or floors (obstructions include but are not limited to floor coverings, appliances, systems and cabinets). If the ductwork is accessible only through concrete encased floor, wall, or ceiling HWA will pay no more than \$1,000 for diagnosis, repair or replacement of such ductwork, but will not cover any costs as a result of or determined by diagnostic testing.

**C. AIR CONDITIONING/COOLER (not exceeding 5 ton capacity and designed for residential use)**

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning, geothermal/water source heat pumps, and water evaporative coolers - All components and parts except for geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. For units below 13 SEER, and/ or R-22 equipment and when HWA is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, or with R-22 equipment, repair/replacement will be performed with 13 SEER/R-410A equipment and/or 7.7 HSPF or higher compliant.

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers and chiller components - All exterior condensing, cooling and pump pads -Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Outside or underground piping and components for geothermal and/or water source heat pumps - Cost for crane rentals - Electronic, computerized, and manual systems management and zone controllers - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications -Improper use of metering devices (i.e., thermal expansion valves) - HWA is not responsible for the costs associated with matching dimensions, brand or color made -Except as noted above or when optional coverage is included in Diamond and Platinum Plans, HWA will not pay for any modifications, upgrades, or additional work needed to evacuate/clean a system of R-22 necessitated by the repair of existing equipment or the installation of new equipment. NOTE: HWA will pay up to \$10 per pound for the cost for refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

**PREMIUM COVERAGE INCLUDES:** Filters, costs related to Freon recapture and window units.

**VI. OPTIONAL COVERAGE**

The following coverages are available at the option of the Home Owner and cover only items specifically labeled as "Included" and are subject to all other provisions, limitations and exclusions in this Contract. Optional coverages are not available to the Home Sellers.

**A. IN GROUND OR BUILT INTO A PATIO OR DECK POOL AND/OR SPA EQUIPMENT**

INCLUDED: Both pool and spa (including exterior hot tub and whirlpool) are covered if they utilize common equipment - If they do not utilize common equipment, then only one or the other is covered unless an additional coverage fee is paid - Coverage applies to all above ground components and parts of the heating, pumping and filtration system - including pool sweep motors and timers.

EXCLUDED: Lights - Liners - Concrete encased above ground or underground electrical, plumbing or gas lines - Structural defects - Solar equipment - Jets - Fuel storage tanks - Control panels -Control switches -Computerized Control boards - Built in or detachable cleaning equipment -Ornamental fountains and other waterfall type equipment -Pool cover and related equipment -Booster pump - Disposal filtration medium - Ionizers and Chlorinators -Skimmers -Fill line -Fill valves -Valve actuators -Turbo valves -Pop-up heads and similar components.

LIMITATIONS: HWA will pay no more than \$1,000 in the aggregate during the Contract Period under this section.

**B. SALT WATER POOL EQUIPMENT (This add-on coverage also includes Pool/Spa coverage detailed above)**



INCLUDED: Circuit Board and Salt Cell

EXCLUDED: Salt

LIMITATIONS: HWA will pay no more than \$1,500 in the aggregate during the Contract Period.

**C. WELL PUMP**



INCLUDED: All components and parts of well pump utilized for main dwelling only.

EXCLUDED: Well casings - Pressure tanks - Pressure switches - Hoisting or removal - Piping or electrical lines leading to or connecting pressure tank and main dwelling -Holding or storage tanks -Redrilling of wells.

LIMITATIONS: HWA will pay no more than \$1,500 in the aggregate during the Contract Period.

**D. STAND-ALONE APPLIANCES**

This coverage is available for each additional stand-alone refrigerator, freezer or ice maker.

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks - Shelves - Ice crushers - Water and ice dispensers and their respective equipment - Water lines and valve to ice maker - Mini fridges - Wine coolers - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Door seals - Lighting and handles - Units moved out of the kitchen - Audio/visual components and internet connection equipment.

LIMITATIONS: HWA will pay no more than \$1,000 in the aggregate during the Contract Period for repair or replacement on Stand Alone Ice Maker or Stand Alone Freezer.

**E. WASHER/DRYER PACKAGE (Included in Platinum and Diamond)**



**1. Clothes Washer**

INCLUDED: All components and parts.

EXCLUDED: Plastic mini-tubs -Soap dispensers -Filter screens -Knobs and dials - Damage to clothing -Door seals.

**2. Clothes Dryer**



INCLUDED: All components and parts

EXCLUDED: Venting -Lint screens -Knobs and dials -Damage to clothing -Door seals.

**F. SEPTIC TANK PUMPING**

INCLUDED: If a stoppage is due to a septic tank back up, then HWA will pump the septic tank one time during the term of the plan. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. HWA may require a copy of the certification prior to service dispatch.

EXCLUDED: The cost of gaining or finding access to the septic tank - the cost of sewer hook ups - Disposal of waste - Chemical treatments - Tanks - Leach lines - Cesspools - Mechanical pumps/systems.

**G. PREMIUM COVERAGE UPGRADE (Included for Home Owner only in Diamond and Platinum plans)**

INCLUDED: This plan adds certain coverage to the heating, cooling, plumbing, and kitchen appliances that are otherwise excluded. Additional applicable coverages are labeled as "Premium Coverage Includes" in the Covered Systems and Components, Additional Coverage and Optional Coverage sections of this Contract. This plan also includes coverage of building code violations up to \$250 in the aggregate per Contract Period as well as coverage of permits up to \$250 per occurrence in relation to a heating, electrical or plumbing service call if necessary to effect repair or replacement.

**H. ORANGEPLUS UPGRADE (Included for Home Owner only in Diamond plan)**

INCLUDED: Increases toilet replacement of similar quality up to \$600 in the aggregate - Increases professional series appliances to \$2,500 in the aggregate - Removal of all defective equipment that is replaced by HWA under the terms of this Contract - Improperly matched and/or installed systems defined as follows: HWA will repair or replace a covered system or appliance that fails or identified due to an associated failure that was not properly matched in size or efficiency, and/or improperly installed prior to or during the Coverage Period, provided that it was unknown or could not be known to the Home Seller, Home Owner, real estate or other agent by a visual inspection or simple mechanical test prior to the Coverage Period Start Date.

LIMITATIONS: HWA will pay no more than \$750 in the aggregate during the Contract Period for any improperly mismatched and/or unknown improper installation. If a service request is made pursuant to this Contract option, HWA reserves the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor. All water softener components and parts up to an aggregate of \$500 during the Contract Period (excluding leased or rented units).

**I. SEPTIC SYSTEM (Per Tank)/SEWAGE EJECTOR PUMP**

INCLUDED: Aerobic pump, jet pump, sewage ejector pump, septic tank and line from house to tank.

EXCLUDED: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, pumping (except if purchased under separate option), seepage pits.

LIMITATIONS: HWA will pay no more than \$500 in the aggregate during the Contract Period.

**J. ROOF LEAK REPAIR (Included in Platinum and Diamond plans) - not available in Connecticut**

INCLUDED: Leaks in rolled, asphalt shingle, or clay tile roof structures only.

EXCLUDED: Gutters - Drains - Leaks involving roof mounted installations - Ice dam build-up - Deck or balcony roofs - Unattached garage roofs - Wood and underlayment - Counter flashing - Leaks resulting from or caused by any one of the following: Missing or broken shingles - Acts of God - Damages due to persons walking or standing on roof - Repairs made by others - Failure to perform normal maintenance.

LIMITATIONS: HWA will pay no more than \$500 in the aggregate during the Contract Period under this section.

**K. HWA GREENPLUS UPGRADE**

INCLUDED: If a covered appliance (limited to Dishwasher, Refrigerator, Clothes Washer), Heating System (limited to Furnace), or Water Heater breaks down and it cannot be repaired, HWA will replace as follows: the appliance with an ENERGY STAR Qualified product (subject to availability), one with all other similar features as existing appliance; the Heating System with a 90 percent efficiency model; and Water Heater with a tankless water heater.

LIMITATIONS: HWA will pay no more than \$1,500 for upgrade replacement of tankless water heater and will only be paid upon proof of replacement. Receipt for replacement must be obtained by HWA within Contract period. No costs for modifications or alterations will be paid for heating system.

**VII. LIMITATIONS AND EXCLUSIONS**

All services, components and systems not specifically identified as "Included" in this Contract are hereby excluded even if not specifically identified.

**A. The following are excluded from Listing Coverage for the Home Seller;**

1. Malfunction or improper operation due to rust or corrosion of all systems and appliances, (including plumbing systems, heating systems, electrical systems, built-in wall units or heat pumps) and/or air conditioning systems/coolers or pools/spas.
  2. Collapsed ductwork.
- B. Problems cannot always be diagnosed and repaired on the first service visit. HWA is not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.
- C. HWA is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible (including but not limited to beneath crawl spaces, floor coverings, systems, cabinets, etc.). HWA will pay no more than \$1,000 in the aggregate during the Contract Period for Services on any Covered Systems and Components that are concrete encased or otherwise inaccessible or obstructed, subject to all other applicable limitations set forth in this Contract.
- D. At times it is necessary to open walls or ceilings to make repairs. The Authorized Repair Technician obtained by HWA will close the opening, and return to a rough finish condition, subject to the monetary limits of any Service or Covered System and Component. HWA is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or other surfaces. Similarly, HWA is not responsible for the repair of any cosmetic defects or performance of routine maintenance.
- E. Electronic or computerized energy management or lighting and appliance management systems are excluded.
- F. Services do not include the identification, detection, abatement, encapsulation or removal of asbestos, radon, gas, mold or other hazardous substances. If any hazardous materials are encountered in the course of performing the Services, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require). HWA shall have no obligation to arrange for and will have no liability for the removal of, failure to detect or contamination as a result of its failure to detect any asbestos, radon gas, mold or other hazardous products or materials. To protect against the potential hazards of lead-based paint, the U.S. Environmental Protection Agency (EPA) has implemented certain renovation requirements that may apply if a contractor disrupts certain painted surfaces. If the Services require the Authorized Repair Technician to cut into Your walls in order to access pipes and plumbing, the Authorized Repair Technician will be required to comply with EPA regulations, which may require an extension of time to

complete the work.

- G. HWA is not responsible for consequential or secondary damage. This includes but is not limited to, repair of conditions caused by chemical or sedimentary build up, insect infestation, mold, mildew, or bacterial manifestations, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, theft, intentional acts, riot, lightning, mud, earthquake, soil movement or soil settlement, storms, accidents, pest damage, Force Majeure Events (as defined below), failure due to excessive water pressure or any other perils are not considered loss or damage due to normal wear and tear.
- H. HWA IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR ECONOMIC DAMAGES FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.
- I. HWA has the sole right to determine whether a covered appliance, system or component will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced subject to all other provisions, limitations and exclusions in this Contract. Where replacement equipment of identical dimensions is not readily available, HWA is responsible for providing installation of similar quality equipment but not for the cost of construction or carpentry made necessary by different dimensions. HWA is not responsible for upgrade or matching color or brand. During the Listing Period, and for the first 30 days of the Home Owner's Coverage Period, HWA is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, HWA will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of similar parts.
- J. HWA is not liable for repairs related to adequacy or capacity of appliances, components and systems in the home; improper installation, design or previous repair of appliances, components and systems: problems or failures caused by a manufacturer's defect. Unless the optional coverage for such is purchased, HWA is not liable for repairs related to costs of construction, carpentry, or other incidental costs associated with the alterations, modifications, or upgrades of all appliances, components or installation of different equipment and/or systems. Also, unless the optional coverage for such is purchased, HWA is not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part including but not limited to 13 SEER, R-410A and/or 7.7 HSPF or higher compliant as well as any other efficiency mandated by federal, state, or local governments.
- K. HWA is not liable for the repair or replacement of commercial grade equipment, systems or appliances. HWA shall pay no more than \$1,500 (\$2,500 when OrangePlus option is purchased) in the aggregate during the Contract Period for professional series or similar appliances, including but not limited to, brand names such as Sub Zero, Viking, Bosch, JENN-AIR, GE Monogram, Thermador, etc., subject to all other provisions, limitations and exclusions in this Contract.
- L. HWA reserves the right to require a second opinion, at its own cost.
- M. HWA is not liable for normal or routine maintenance. You are responsible for performing normal and routine maintenance. For example, you are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. HWA will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. HWA's responsibilities will be secondary to any other extended or in-home warranties that exist for the included systems, components and appliances.
- N. HWA is not responsible for removal and hauling away of old equipment or appliances. Where available, you may choose to pay an additional fee by the service vendor for removal and/or disposal of an old system, component or appliance.
- O. HWA reserves the right to offer cash back in lieu of repair or replacement in the amount of HWA's actual cost, which may be less than retail, to repair or replace any covered system, component or appliance.
- P. During the Listing Period, HWA will not pay for the repair or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies and/or defects.
- Q. HWA will not be the Authorized Repair Technician and HWA will not perform the Services hereunder. HWA will only subcontract with Authorized Repair Technicians that meet its standards. You agree that HWA is not liable for the negligence or the other conduct of the Authorized Repair Technician, nor is HWA an insurer of the Authorized Repair Technician's performance.
- R. HOME OWNER'S sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. HOME OWNER agrees that, in no event, will HWA's liability exceed \$5,000 per covered item or \$15,000 in the aggregate during the Contract Period.
- S. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS
1. HWA will not contract for services to meet current building or zoning code requirements or to correct for code violations (except when optional coverage is purchased), nor will it contract for services when permits cannot be obtained. HWA will not pay for the cost to obtain permits (except when optional coverage for such is purchased).
  2. When it is required to maintain compatibility with equipment manufactured to be 13 SEER, R-410A and/or 7.7 HSPF or higher compliant, HWA is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.
- T. Listing coverage under this Contract is not available to the owner of investment or rental properties.

**VIII. MISCELLANEOUS PROVISIONS**

**A. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW; FAILURE TO ENFORCE NOT WAIVER; FORCE MAJEURE**

1. It is the intent of both parties to resolve any disputes through negotiation between You and HWA. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Contract. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The parties will respond to any initial and subsequent requests in a timely and complete manner.

2. The parties further agree that in the event any dispute between them relating to this Contract is not otherwise resolved, exclusive jurisdiction shall be in the trial courts located within the jurisdiction in which the Covered Property is located, any objections as to jurisdiction or venue in such court being expressly waived.
3. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.
4. This Contract shall be governed, construed and enforced in accordance with the laws of the state where the Covered Property is located without regard to principles of conflicts of law.
5. ANY LEGAL OR JUDICIAL PROCEEDING COMMENCED BY OR ON BEHALF OF YOU UNDER THIS CONTRACT (INCLUDING THE ASSERTION BY YOU OF ANY COUNTERCLAIM, REGARDLESS OF WHETHER THE UNDERLYING PROCEEDING IN WHICH SUCH COUNTERCLAIM IS BEING ASSERTED WAS COMMENCED BY OR ON BEHALF OF PLAINTIFF) WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ACTIONS, COLLECTIVE ACTIONS AND OTHER SIMILAR REPRESENTATIVE PROCEEDINGS OF ANY KIND OR NATURE (WHETHER PURSUED THROUGH THE COURTS, THROUGH ARBITRATION OR THROUGH ANY OTHER JUDICIAL FORUM) ARE NOT PERMITTED. BY ENTERING INTO THIS CONTRACT YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HWA OR ITS AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND MAY NOT BRING CLAIMS AGAINST HWA OR ITS AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION OR OTHER REPRESENTATIVE PROCEEDING.
6. Any failure by HWA to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude HWA from asserting any right or enforcing any requirement at any time.
7. HWA will make commercially reasonable efforts to fulfill its obligations under this Contract. Certain causes and events that are out of HWA's reasonable control ("Force Majeure Events") may result in HWA's inability to perform under this Contract. If HWA is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then HWA's obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall HWA be liable to You for its failure to fulfill its obligations or for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond HWA's reasonable control.

#### B. CONCERNING PERSONALLY IDENTIFIABLE INFORMATION ("PII")

For purposes of this Section only, "HWA", "We", "Us", and "Our" shall also include any Related Company. A "Related Company" includes, without limitation, any current or future franchisor, franchisee, licensee, parent company, subsidiary, third party, or affiliate of the brands (including Direct Energy) that We operate under. PII includes any information that You have shared with Us or that We have collected in the course of providing Our services to You, that may be used to specifically identify or contact You, such as Your name, mailing address, email address(es), phone number(s), or fax number. The PII You submit will generally be used by Us to carry out Your requests, improve services, or for other legitimate business purposes, including marketing purposes. Your PII may be added to Our customer database used by Us or a Related Company for general promotions, contests, special events, etc. ("Programs") regarding Our or a third party's products and services. These Programs may be made available through efforts of an affiliated or unaffiliated business. Your PII may be shared with third parties in the following instances: (i) to allow vendors to perform functions on Our behalf (ii) to allow third parties to contact You for marketing, and (iii) for any other legitimate business purpose. By using Our products and services, or by submitting Your PII to Us, You are consenting to the terms of this notice and Our privacy policy located at [www.HWAHomeWarranty.com/privacy](http://www.HWAHomeWarranty.com/privacy). By entering into this Contract, or by submitting Your PII to Us, You are consenting to the terms of this notice and Our privacy policy located at [www.HWAHomeWarranty.com/privacy](http://www.HWAHomeWarranty.com/privacy). If You would like to limit Our use of Your PII as described above, You may request so in writing at Direct Energy/Home Warranty of America, 12 Greenway Plaza, Ste 250, Houston, TX 77046, Attn: Privacy Officer, c/o Compliance Department or by email at [privacy@directenergy.com](mailto:privacy@directenergy.com).

#### C. ASSIGNMENT & TRANSFER OF CONTRACT

1. If the Covered Property is sold during the term of this Contract You may transfer this Contract to the new owner by notifying HWA of the change in ownership and providing the name of the owner by phoning 1-888-HWA-RELY in order to transfer coverage to the new owner of the Covered Property. A copy of the Contract is available upon request.
2. HWA may assign this Contract, in whole or part, or any of its rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that HWA shall have no further obligation to you. This Contract is not assignable by You without HWA's prior written consent except as set forth above.

#### D. MULTIPLE UNITS AND INVESTMENT PROPERTY

1. If this Contract is for duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by an HWA contract with applicable optional coverage for coverage to apply to common systems and appliances.
2. If this Contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded. This coverage is not available in Listing Coverage for Home Sellers.
3. Except as otherwise provided in this section, common systems and appliances are excluded.

#### E. CANCELLATION

This Contract shall be noncancelable by HWA, except for:

1. Nonpayment of Contract fees; or
  2. Fraud or misrepresentation of facts material to the issuance of this Contract.
- Cancellation may be made by You at anytime. If You cancel within the first 30 days of the Coverage Period, and no service request has been made, You are entitled to a full refund of the cost of this Contract less a cancellation fee of the lesser of \$30 or 10% of the Contract fee (unless otherwise required by state law). The right to void this Contract within the first 30 days is not transferrable and is available only to the original purchaser of the Contract. If HWA cancels this Contract or if You cancel this contract after the first 30 days of the Coverage Period, then You shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee of the lesser of \$30 or 10% of the Contract fee (unless otherwise required by state law), and any actual service costs incurred by HWA; If listing coverage is cancelled after service has been performed, and the policy fee has not yet been paid, policy holder will be responsible for purchase of policy, or reimbursement to HWA of service costs

incurred, whichever is less.

*Massachusetts Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

*Minnesota Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

*New York Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

*South Carolina Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

*Virginia Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

*Vermont Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of receipt of this Contract if You have not received any Service for a full refund of the amount paid by You under this Contract.

*Wisconsin Residents:* In addition to Your cancellation rights listed above, You may cancel this Contract within 15 days of the date this Contract was delivered to You for a full refund. This Contract shall not be canceled due to unauthorized repair of covered equipment. If you cancel this Contract, no deduction shall be made from the refund for the cost of any service received.

- F. The purchase of this coverage is not mandatory and similar coverage may be purchased through another residential service or insurance company.
- G. *Iowa Residents:* The issuer of this contract is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division.
- H. *New Hampshire Residents:* In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.
- I. *North Carolina Residents:* The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance.
- J. *Oklahoma Residents:* This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Home Warranty of America, Inc. is both the obligor and administrator.
- K. *Virginia Residents:* If you are unable to contact or obtain satisfaction from the home service contract provider then you may contact the Bureau of Insurance at PO Box 1157, Richmond, Virginia, 23218 or by calling 1-877-310-6560.
- L. *Wisconsin Residents:* THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Contract, failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim unless Home Warranty of America is prejudiced thereby and it was reasonably possible to meet the time limit. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law.

**Applicant Information**

If placing your order by phone or online, have information ready.  
(Call for pricing if over 5,000 sq. ft.)

Applicant first and last name \_\_\_\_\_  
 Covered property address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Mailing Address (if different) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Order Date \_\_\_\_\_ **Phone/Web Confirmation #** \_\_\_\_\_

**Real Estate Agent Information**

Initiating agent name \_\_\_\_\_  
 Who do you represent?  Buyer  Seller  
 Company Name \_\_\_\_\_ Phone # \_\_\_\_\_  
 Email \_\_\_\_\_  
 Other Party's Agent \_\_\_\_\_



Home Warranty of America™, Inc.  
 Dept. 3344, Carol Stream, IL 60132-3344  
 P) 888.492.7359 F) 888.492.7360  
 HWAHomeWarranty.com

**13-Month Home Warranty**

**Plan Accept/Decline**

I have been offered a Home Warranty of America home warranty for my home and understand the terms/conditions of coverage.

Buyer's Coverage date of closing \_\_\_\_\_  Seller's Coverage  
 Decline benefits of this coverage. Signature \_\_\_\_\_

**Waiver** Purchase of this coverage is not mandatory. Applicant has reviewed the home warranty plan and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the warranty plan.

**Closing Information (if available)**

Closing company \_\_\_\_\_ Closing agent \_\_\_\_\_  
 Phone # \_\_\_\_\_ Closing # \_\_\_\_\_

**Buyer's Coverage Levels**      **Gold \$475**      **Platinum \$500**      **Diamond \$540**      |      **Optional Coverage**

Buyer's Coverage Levels	Gold \$475	Platinum \$500	Diamond \$540
Trade Call Fee per occurrence or actual cost, whichever is less	\$75	\$100	\$100
<b>Covered Items*</b>			
Unknown Pre-Existing Conditions	✓	✓	✓
Unknown Insufficient Maintenance	✓	✓	✓
Heating System/Furnace	✓	✓	✓
Air Conditioning System/Cooler	✓	✓	✓
Ductwork	✓	✓	✓
Plumbing System	✓	✓	✓
Stoppages/Clogs	✓	✓	✓
Permanent Sump Pump	✓	✓	✓
Water Heater Including Tankless	✓	✓	✓
Instant Hot Water Dispenser	✓	✓	✓
Whirlpool Bath Tub	✓	✓	✓
Electrical System	✓	✓	✓
Ceiling Fans and Exhaust Fans	✓	✓	✓
Door Bells, Burglar & Fire Alarm Systems	✓	✓	✓
Central Vacuum	✓	✓	✓
Dishwasher	✓	✓	✓
Garbage Disposal	✓	✓	✓
Built-In Microwave	✓	✓	✓
Range/Oven/Cooktop	✓	✓	✓
Trash Compactor	✓	✓	✓
Garage Door System	✓	✓	✓
Kitchen Refrigerator w/ Ice Maker	✓	✓	✓
Washer/Dryer Package		✓	✓
Roof Leak Repair		✓	✓
Premium Coverage**		✓	✓
13 SEER/R-410A Modifications		✓	✓
OrangePlus			✓

**\*\*Premium Coverage**  
 Includes coverage for over 30 items traditionally not covered by basic home warranty plans:  
 • Code Violations and Permits up to \$250  
 • Plumbing—Fixtures, faucets, shower heads, stoppages/clogs  
 • Plus over 25 more items!

**Seller's Coverage**

**FREE Coverage**  
 (Except for Heating/Cooling/Ductwork, Premium Coverage, OrangePlus, 13 SEER/R-410A Modifications, Unknown Pre-Existing Conditions or Insufficient Maintenance)  
 **\$50 Optional Seller's Coverage**  
 Heating/Cooling/Ductwork

**Buyer's Coverage**

**Add on to All Plans:**  
 **\$70 GreenPlus**  
 • Covered system or appliance will be replaced with an ENERGY STAR qualified product  
 • Dishwasher, Refrigerator and Clothes Washer  
 • Heating System replacement with 90% efficiency model  
 • Water Heater replacement with Tankless Water Heater  
 **\$185 Pool/Spa Combo**  
 **\$185 Additional Pool or Spa**  
 **\$350 Salt Water Pool (Includes Pool/Spa Combo)**  
 **\$100 Well Pump**  
 **\$75 Septic Tank Pumping**  
 **\$75 Septic System/Sewage Ejector Pump**  
 **\$35 2nd Refrigerator**  
 **\$50 Freezer-Stand Alone**  
 **\$45 Stand Alone Ice Maker**

**Add on to Gold or Platinum:**

**\$75 OrangePlus**  
 • Water Softener  
 • Unknown improperly matched and/or installed systems  
 • Increases professional series appliances up to \$2,500  
 • Increases toilet replacement up to \$600  
 • Removal of defective equipment

**Add on to Gold:**

**\$85 Washer/Dryer**  
 **\$50 Roof Leak Repair**  
 **\$60 Premium Coverage\*\***

Townhome/Condo /Mobile Home  Gold **\$455**  Platinum **\$480**  Diamond **\$510**  
 Mother-in-law Units/Multiple Flats/Duplex/New Construction or over 5,000 sq. ft. —  
 Call 888.492.7359 For Pricing

**Plan Cost**

select coverage level

**Gold \$475**  **Platinum \$500**  **Diamond \$540**

Total Optional Seller's Coverage \$ \_\_\_\_\_

Total Optional Buyer's Coverage \$ \_\_\_\_\_

**Grand Total Coverage** \$ \_\_\_\_\_

DISCLAIMER: The fee for this warranty is to be paid at closing and includes all fees payable to HWA™ for plan administration, the providing of service per the plan's service agreement and any optional reimbursement to the real estate agent/ company or acting agent for services and expenses to promote, process and advertise the plan. The election to purchase the protection plan is binding and is not subject to waiver or rescission.