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***Buyer Comprehensive Disclosure and Acknowledgment***

**Buyer(s);**

**Property Address ;**

**1.** Equal Housing Opportunity **Aquino Homes Real Estate** it’s sales associated and employees (collectively, “Broker”) are committed to providing equal and fair housing opportunities to all persons regardless of race, color, religion, national origin, ancestry, gender, age, familial status, disability or any other protected status. Broker’s policy is to comply with the letter and spirit of all fair housing and anti-discrimination laws and regulations.

2. Legal requirement and tax advice.All contracts for the sale of real property are required to be in writing and signed by all parties to be enforceable. Broker recommends that you consult with an attorney or tax advisor if you require legal or tax advice prior to entering into this or any other contract.

3. Brokerage Relationship. You acknowledge that Broker and its representatives are representing you in a statutory transaction Brokerage relationship as set forth in section 475.01 and 475.278, Florida Statutes. You agree to pay **Aquino Homes Real Estate** an additional Brokerage commission of $395.00 at closing.

4. Escrow. Monies placed in escrow **Stewart Title Company** Will be held in compliance with chapter 475 Florida Statutes. You agree **Stewart Title Company** if acting as escrow agent, may deposit the escrowed funds in a non-interest bearing account with a financial institution chosen by **Stewart Title Company** and that the financial institution **Stewart Title Company** or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.

5. Surveys, inspections, and Property information. Broker recommends that you (a) exercise any right you have to obtain a survey of the property and any professional inspections, including comprehensive home inspections which may include, but not be limited to, roof, termite, permits, unpermitted prior improvements or repairs, municipal compliance, plumbing and septic/water/water quality/ sewage hookups, service and condition, appliances, pool, electrical, HVAC, and structural components (collectively “property condition) (b) retain your chosen inspector to re-inspect the property to ensure that all required repairs have been made by an appropriately licensed person in a workmanlike manner, and (c) exercise any contractual right to personally perform a walk-trough inspection of the property prior to closing. Your contract may provide a termination provision based upon flood elevation minimum requirements. You agree not to rely on Broker for matters related to Property condition, boundaries, ownership of fences, square footage, nature or extent of any easements or encroachments, legal description, accuracy of third party municipal lien searches or title searches and title insurance commitments, or to inspect, re-inspect or perform your walk through inspection of the property. Home Warranty: Broker recommends that you obtain a home warranty on any property you purchase to protect against unanticipated repairs. Ask your sales associate for additional information.

6.Condominiums and homeowners’ association Properties governed by a Condominium or Homeowners’ Association are subject to restrictions, rules and regulations and owners of such properties are typically required to pay various fees and expenses associated with this form of ownership. Broker recommends that you contact the association directly prior to entering into a contract to determine any matters that are important to you, including, but not limited to , the Association’s financial condition, sufficiency of insurance coverage, whether there are any rental restrictions, any pending or threatened litigation or assessment and you agree to hold Broker harmless in connection therewith.

 

7. Deed Restrictions. Certain neighborhoods and communities have deed restrictions that may affect your use of the property. If the property is affected by the deed restrictions, you should consult with an attorney to determine the nature of the restrictions prior to entering into a contract.

8. School Districts At some point in the transaction, you may be provided with information regarding the school boundaries for a particular property. School boundaries are subject to change. As a result, the information available to the seller or the realtor may not be accurate or current even though it appears to be from reliable source. If this information is important to you, contact the local school board directly to verify the correct school boundaries for the particular property prior to entering into a contract.

9. Property Taxes You should not rely on the sellers current property taxes as the amount of the property taxes that you may be obligated to pay. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you are the current owner of a Florida homestead property, you may be able to transfer a portion of the Save Our Homes benefit to another qualifying Florida property. If you have any questions concerning valuation taxation, homestead exemption or other exemptions, or tax portability, contact the county property appraiser’s office.

10. Sexual Offenders the Florida Department of Law Enforcement maintains a list of sexual predators/offenders to enable the public to request information about these individuals who may be living in their communities. If this is important to you contact FDLE directly prior to entering into a contract at 1-888-357-7332, via email at sexpred@fdle.state.fl.us or log onto [www.fdle.state.fl.us](http://www.fdle.state.fl.us).

11. Mold Disclosure Conditions in Florida can be conductive for mold growth. As a prospective buyer, you should pay attention to visual signs of the presence of mold or mildew odors. If this is important to you, you should add provision to your contract offer that gives you the right to conduct a mold inspection to determine whether mold is present. For more information, visit the EPA website at [www.epa.gov/iag](http://www.epa.gov/iag) and click on mold resources.

12.Governing Law, Venue, Limitation of liability, and waiver In the event of any dispute arising out of any way relating to your purchase of property or the relationship between you and your broker, it is agreed that (1) Florida law shall govern (2) venue shall be exclusively in the Florida state courts in the county where the registered agent for broker is located. (3) any claim by you for damages of any nature ( including claim for negligence) shall not exceed the amount of the commission that the broker was paid, or would have been paid in connection with the transaction, (4) BROKER AND YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY CLAIM FOR PUNITIVE DAMAGES AND ANY RIGHTTO A JURY TRIAL IN ANY LITIGATION.

13. Seller’s Property Disclosure. Buyer hereby acknowledges that **Aquino Homes Real Estate** has recommended that each buyer obtain and review such statements and verify the status of the property before entering into a contract.

14. Savings Clause. If any provision herein is deemed invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

15 Additional Disclosures. Buyer hereby acknowledges receipt of the following disclosures as applicable: privacy act disclosure, Chinese Drywall disclosure, Private golf and country club disclosure and hold harmless, Affiliated Business Arrangement Disclosure statement notice.

**The undersigned agree to the foregoing as a condition of Broker’s transaction representation.**

Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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