

**Monroe County Local Rider to "As Is" Residential Contract
For Sale and Purchase
(FloridaRealtors/FloridaBar-ASIS-1)**

The terms of this Rider shall control over all conflicting terms of the contract.

1. **PERSONAL PROPERTY:** (Amends Paragraph 1 (d)(ii))
Refrigerator(s), built-in microwave oven, washer, dryer, smoke detector(s), security system, window/wall a/c, generator, pool barrier/fence, pool equipment, pool heater, spa or hot tub with heater, above ground pool, storage shed, water softener/purifier, storm shutters and panels, fish cleaning station, and boat lifts/davits **if currently on the property** are included in the contract.

2. **WIRE TRANSFER OF BUYER'S FUNDS:** (Amends Paragraph 2 (b) and (e))
Except for the initial deposit, all payments by Buyer of the Purchase Price shall be by wire transfer.

3. **OCCUPANCY AND POSSESSION:** (Amends Paragraph 6)
Unless otherwise agreed, occupancy and possession shall be conveyed to Buyer upon collection of all closing funds, and closing of the transaction.

4. **PRIOR TITLE POLICY:** (Amends Paragraph 9 (c))
Seller **has** [] **does not have** [] a prior owner's title insurance policy covering the property. If Seller has a prior policy, it shall be delivered to Buyer or Buyer's Agent within ____ (if blank, then 5) days of the Effective Date.

5. **SPECIAL ASSESSMENTS:** (Amends Paragraph 9 (f))
If there is a sewer system development fee payable in installments, Buyer may be required to prepay the balance in full if the sewer authority has filed a lien, and will not agree to subordinate the lien to Buyer's mortgage.

6. **SURVEY:** (Amends Paragraph 9 (d))
Seller **has** [] or **does not have** [] a prior boundary survey of the property. If Seller has a copy it will be delivered to Buyer or Buyer's Agent within ____ (if blank, then 5) days of the effective date.

7. **FLOOD ZONE; ELEVATION CERTIFICATE:** (Amends Paragraph 10 (d))
The subject property structure(s) **is** [] **is not** [] a PRE-FIRM structure built before January 1, 1975. If the structure(s) is PRE-FIRM and currently has flood insurance, then Buyers shall determine elevation and conformity to FEMA regulations within the Inspection Period. Seller **has** [] **does not have** [] a prior elevation certificate. If Seller possesses an elevation certificate, it will be delivered to Buyer or Buyer's Agent within ____ (if blank, then 5) days of the Effective Date. If Buyer finds that flood insurance is not obtainable at locally prevailing standard rates without surcharge for flood zone height nonconformities, Buyer may cancel the contract **no later than** ____ (if blank, then 20) days prior to closing and obtain a refund of Buyers deposit.

Buyer's Initials _____
Seller's Initials _____

Date: _____
Date: _____

8. **GOVERNMENTAL INSPECTIONS:** (Amends Paragraph 12(a))
 Seller **ALLOWS** **DOES NOT ALLOW** (check one) the Buyer to conduct Governmental Inspections during the Inspection Period. If governmental inspections are not allowed, Buyer shall conduct inspections only by private inspection firms and contractors.
9. **OPEN AND EXPIRED PERMITS:** (Amends Paragraph 12 (c))
Applicable only if checked here Seller shall have the obligation, **at Seller's expense** to close all open or expired permits and close any active code violation cases prior to closing; if not closed, closing shall be extended up to 15 days for seller to close the permits and code violation cases. If not closed by the end of extension period, then the Buyer may cancel or accept the property with the open or expired permits, or active code violation cases.
10. **SHORT SALE APPROVAL CONTINGENCY** (Amends Paragraph G. of Comprehensive Rider)
Applicable only if checked here Buyer's deposit shall be due upon the approval of Seller's Lender pursuant to Paragraph 1. of the Rider.
11. **FEMA LIST** The property (check one) **IS** ____ **IS NOT** ____ on the FEMA list.
 "Not on the FEMA list includes parcels that have been removed from the FEMA list."

Buyer's Initials _____
 Seller's Initials _____

Date: _____
 Date: _____



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BUYER'S INSPECTION DISCLOSURE

BUYERS HAVE THE OPPORTUNITY to have inspections performed per paragraph 12. Property Inspections and Repairs of the FAR/BAR "Contract for Sale and Purchase" or as per paragraph 12. Property Inspections Right to Cancel of the FAR/BAR "As Is" contract. As Realtors, we are not engineers, contractors or otherwise qualified to represent in any way the quality of construction or soundness of a structure, condition of appliances, plumbing, electrical or air conditioning/heating systems.

SALESPERSON HAS ADVISED BUYER to personally verify all facts about the property that are important to buyer including but not limited to age, size and construction of structures, flood zone, downstairs enclosure, flood insurance costs, status of sewer, septic or cesspit system, depth of water access, zoning, code violations or restrictions, existence of open and/or expired building permits and all government regulation compliance, etc. Refer to CBSREC Buyer's Real Property Sales Disclosure for additional information with the location and phone number of agencies to contact. The information relating to the property represented to the buyer has been obtained from the seller, and the public records, but salesperson has not personally verified all the information and cannot vouch for their accuracy.

ALL BUYERS ARE URGED to have any and all inspections that they feel are necessary to evaluate the purchase of property such as a boundary survey and inspection of a downstairs enclosure below base flood level. If a buyer fails to arrange for such inspections in a timely manner, the buyer agrees that he/she shall be deemed to have waived such right and likewise, if applicable, any subsequent claims for repair or damages per paragraph 12 of the FAR/BAR "As Is" contract or paragraph 12 of the FAR/BAR "Contract for Sale & Purchase."

Buyer	Date	Buyer	Date
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SELLER PROVIDED INFORMATION:

1. Any apparent or latent defects disclosed by the seller are detailed below by the Seller or in the attached Seller Disclosure Statement.

2. Does the property contain an enclosure below the Base Flood Elevation that is used for habitable purposes Yes No If **Yes**, was the property permitted or built before Jan 1, 1975? Yes No
3. Has the property been inspected for compliance with Base Flood Elevation Flood Insurance rules and requirements Yes No. If so is the property in compliance Yes No.
4. Is the property connected to a central sewage system? Yes No. If **Yes** go to 5, If **No** complete the following:
 - a. If the property has an Aerobic System does it have a Current Operating Permit Yes No and if **Yes** does it have a Current Maintenance Contract with a licensed Company Yes No.
 - b. If the property has an onsite sewage treatment system is it a documented system Yes No and does it have a Current Maintenance Contract Yes No.
5. Does the property have any Open or Expired Permits Yes No or Current Code Violations Yes No.

Otherwise, seller has not notified the agents or the Buyer of any known defects.

Seller's Initials	Seller's Initials	Date	Buyer's Initials	Buyer's Initials	Date
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CENTRAL SEWAGE DISCLOSURE

The undersigned parties acknowledge that all areas of the Florida Keys have been mandated to upgrade to central sewage disposal systems.

The Property subject to this contract at _____ is not currently served by a central sewer system or has not completed the required lateral inspection and testing.

To obtain the latest information concerning areas certified for central sewage and the assessment which varies by location contact: Upper Keys: Key Largo Wastewater Treatment District located at 9880 Overseas Hwy., Key Largo, FL 33037, 305-451-4019, or log on www.KLWTD.com. Islamorada: Islamorada Utilities Manager 305-664-2345 or log on www.islamorada.fl.us. Marathon: 10045-55 Overseas Highway, Marathon, FL 33050, 305-743-0033 or log on www.ci.marathon.fl.us. Key Colony Beach 600 W Ocean Dr, Key Colony Beach, FL 33051, 305-289-0819 or log on www.keycolonybeach.net. Unincorporated Monroe County: Monroe County Health Department, 3333 Overseas Highway, Marathon, FL 33050, 305-289-2708 or log on www.monroecounty-fl.gov.

This property currently served by a local Government Operated Central Sewage System Yes No

If No, then in regard to the sewage treatment for the property subject to this Contract, the Parties agree to apportion the expenses at closing as follows:

RESPONSIBLE PARTY (Please check or initial)

BUYER	SELLER	
_____	_____	Payment for system development fee (If payment is by installments, and "Buyer" is selected, installments for current year shall be prorated to date of closing.)
_____	_____	Connection of interior plumbing to central sewage system
_____	_____	Destruction and/or removal of existing sewage disposal system (cesspit, septic tank, aerobic system)
_____	_____	Payment for inspection and testing
_____	_____	Payment for inspection and testing by a licensed plumbing contractor to determine if the sewer pipes are structurally sound or in need of repair or replacement as required of all Key Colony Beach property owners no later than June 30, 2011. <input type="checkbox"/> Property <u>not</u> in KCB

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

We never stop moving.™



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CHINESE/DEFECTIVE DRYWALL ADDENDUM

The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between

_____ (Seller)

and _____ (Buyer)

concerning the Property located at _____.

Chinese/Defective Drywall: During the housing boom between 2004 and 2007, especially in the wake of Hurricane Katrina when domestic building materials were in short supply Florida and many Southern States experienced building material shortages. As a result, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks.

1. **Seller's Knowledge:** Except as indicated below, **Seller** has no knowledge of the presence of Chinese/defective drywall or of any records or reports pertaining to Chinese/defective drywall affecting the Property: (describe all known Chinese/defective drywall information and list all available documents pertaining to Chinese/defective drywall and provide documents, if any, to **Buyer** before accepting **Buyer's** offer

2. **Chinese/Defective Drywall Inspection** (Check One)

- Buyer** waives the opportunity to conduct a risk assessment or inspection for the presence of Chinese/defective drywall and accepts the drywall in the Property in its existing condition.
- Buyer**, at **Buyer's** expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Chinese/defective drywall within _____ days from the Effective Date ("Drywall Inspection Period"). **Buyer** shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections. If the inspection or risk assessment reveals the presence of Chinese/defective drywall or reveals damage to the Property resulting from the defective drywall and the cost to remove/replace the defective drywall or damage resulting from the defective drywall exceeds \$_____ (\$500 if left blank), **Buyer** may cancel the Contract by giving written notice to the **Seller** within 3 days from the end of the Drywall Inspection Period and receive a refund of the deposit. If **Buyer** fails to cancel timely or fails to conduct the inspections permitted in this paragraph, **Buyer** may not terminate this Contract pursuant to this Addendum.

3. **Professional Advice:** **Buyer** acknowledges that all representations about Chinese/defective drywall by Broker are based on **Seller** representations and that Broker has not conducted any independent investigations to verify the accuracy or completeness of the information. **Buyer** agrees to rely solely on **Seller**, professional inspectors, governmental agencies or any third parties retained by the **Buyer** regarding any issue related to Chinese/defective drywall.

Date **Seller**

Date **Buyer**

Date **Seller**

Date **Buyer**