



DISCLOSURE TO BUYER & SELLER



Buyer(s): _____

Seller(s): Alfredo Marino Pardo

In accordance with our pledge to serve our customers honestly and fairly, "BROKERAGE FIRM" means the Brokerage Firms, Brokers, Employees and 1099 contractors working as office staff personnel on behalf of Florida Homes Realty & Mortgage LLC, Florida Homes Realty and Mortgage Referral LLC, and Florida Homes Realty & Mortgage Property Management LLC have prepared this disclosure to inform the buyer and seller of the following:

1 PROPERTYBUYER INSPECTION: BROKERAGE and its licensees will not render professional opinion as to the condition of the property being purchased. BROKERAGE and its licensees **RECOMMEND** to the buyer, in accordance with the contract form for Purchase and Sale, that an inspection of the property be conducted by a **PROFESSIONAL HOME INSPECTOR**. Failure to obtain a home inspection shall be at the sole risk of the buyer. It is recommended that all buyers complete a walkthrough of the property prior to closing, as closing on the property is considered acceptance of the property in the current as is condition.

2 THIRD PARTY VENDORS: As a courtesy, BROKERAGE may provide you with one or more names of service providers including, but not limited to, home inspectors, engineers, contractors, repair persons, or attorneys that other consumers have used or of whom we are aware. Our doing so shall not in any way be construed to be a recommendation or endorsement of, nor is BROKERAGE warranting the work of any such providers. The final choice of any service provider rests solely with the buyer and seller whether the name appears on any lists or not. OWNER and BUYER agree to release, hold harmless and indemnify BROKERAGE and its licensees from all claims or losses that in any way arise out of, or relate to the selection or use of any such service provider. It is also hereby stated that BROKERAGE shall not provide any guidance or direction related to the property condition or any aspect of repairs to the property. It is the BUYER's and OWNER's sole responsibility to determine repairs needed based on their use of third-party vendors. **THIRD PARTY PRODUCTS AND SERVICES,** BROKERAGE works with many different companies that offer products and services that are beneficial to customers when selling or purchasing Real Estate. Some of these companies can include but are not limited to, Home Warranty Companies, Home Inspection Companies, Mortgage Lenders, Title Companies, Moving Services. You can opt in to be contacted in regards to these types of services which can be of benefit to you. By initialing this section, you consent to opt into being contacted by 3rd party companies for Real Estate Services to provide you with additional information for services available during and after the transaction and does not bind you to being required to use any of the services. If this section is not initialed, it is considered that you have opted out from being contacted.

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3 HOME WARRANTY PROTECTION BUYER: The BROKERAGE recommends that the BUYER obtain a home warranty on any property purchased to protect against unanticipated repairs. The BUYER has been advised of the advantages and benefits of purchasing a home warranty. By acknowledging this recommendation, the BUYER agrees to hold the BROKERAGE and its licensees harmless from all liability for the repair or replacement of any system, appliance, or aspect of the property that would have been covered by such a warranty.

4 HOME WARRANTY PROTECTION SELLER: The BROKERAGE recommends that the OWNER obtain a home warranty on any property purchased to protect against unanticipated repairs. The OWNER has been advised of the advantages and benefits of purchasing a home warranty. By acknowledging this recommendation, the OWNER agrees to hold the BROKERAGE and its licensees harmless from all liability for the repair or replacement of any system, appliance, or aspect of the property that would have been covered by such a warranty.

5 WDO INSPECTION: The BROKERAGE nor its licensees and employees are NOT experts regarding termites or other wood destroying organisms or their presence on or in the home, other structure or any portion of the property. BROKERAGE and its licensees make no representation or warranty concerning the presence of wood destroying organisms on or in the property. Because these organisms can cause damage to a structure, BROKERAGE recommends to the BUYER that a WDO inspection of the property be ordered and reviewed, and that the BUYER discuss directly with

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the inspector about the presence or lack of presence of wood destroying organisms (including termites, fungi) on or in the property. BROKERAGE further recommends that the BUYER purchases a treatment and repair warranty if available, and Brokerage will be indemnified and held harmless related to any WDO related issues.

6 SHOWING AND OFFERS ON PROPERTIES: It is understood that multiple offers may be presented on the property in which buyers may make an offer, including offers through BROKERAGE licensees who have entered into brokerage relationships with other prospective buyers. It is understood by all parties that OWNER is under no obligation to negotiate offers in the order received, and it is the OWNER's sole discretion as to which offer to accept, reject or negotiate.

7 CONDOMINIUMS AND HOMEOWNERS' ASSOCIATION: Properties governed by a Condominium or Homeowners' Association are subject to restrictions, rules, and regulations. The BUYER and/or OWNER are typically required to pay various fees prior to closing and at closing. Additionally, the BUYER and/or OWNER hereby acknowledge that it is their sole responsibility to identify any and all elements related to the Condominium or Homeowners' Association, including but not limited to the Association's financial condition, rental restrictions, any pending or threatened litigation, and any current or anticipated repairs or improvements to the property or common elements that could result in a fee, assessment or have an effect on the property. The BUYER and/or OWNER agree to hold BROKERAGE and its licensees harmless in connection therewith. **BUYER and OWNER and all parties related to this transaction are hereby notified that BUYER and OWNER hereby fully indemnify and hold harmless BROKERAGE for all aspects related to Homeowners Bill of Rights (HB 919), Condominium and Coop Safety Bill (SB 154), and all information related to Homeowners information and Condominium information, and it is OWNERS full and sole responsibility to provide any and all information and the BUYERS sole responsibility to review information prior to closing.**

8 DO NOT CALL REGISTRY: BUYER and OWNER have been advised that BROKERAGE and its affiliations noted herein recognize the "Do Not Call Registry" and make every effort to comply with this legislation. By signing this disclosure, you are giving BROKERAGE expressed written permission to contact you by telephone, whether or not your name is on the National, Florida, or any "Do Not Call" registry, and give authorization on all elements of the **Telephone Consumer Protection Act ("TCPA")**.

9 SEX OFFENDERS/PREDATORS: The Florida Department of Law Enforcement (FDLE) maintains a list of sexual offender/predators, to enable the public to obtain information about these individuals who may be living in their communities and OWNER and BUYER full indemnify and hold harmless BROKERAGE. If this is important to you, contact the Florida Department of Law Enforcement (FDLE) directly prior to entering into a contract or closing on the property. Log onto the following site for additional information <https://offender.fdle.state.fl.us/offender/sops/home.jsf>

10 TIMEFRAMES, DEADLINES & TERMS: BUYER and OWNER acknowledge that the purchase and sale contract and addendums have timeframes, deadlines, terms, and specific time sensitive requirements. BUYER and OWNER acknowledge that under no circumstance shall the BROKERAGE be considered in any way responsible for the legal determination or interpretation of such timeframes, deadlines, any term or aspect of the transaction, or specific time sensitive requirements and no information or opinion provided shall be considered legal advise. BUYER and OWNER acknowledge that they take sole responsibility for the understanding and implementation of such timeframes, deadlines, terms, and specific time sensitive requirements, **as well as acknowledgement that BROKEARGE recommends that the BUYER and OWNER obtain attorney legal counsel related to any and all timeframes, deadlines, terms, and specific time sensitive requirements related to the contract and/or purchase and/or lease of the property.** OWNER and BUYER also indemnify and hold harmless BROKERAGE related to the legal interpretation of timeframes, deadlines, terms, and specific time sensitive requirements and acknowledge that in no way can the BROKERAGE make legal determination on the legality of the aspects of the contractor communicate specifics or the legality of the aspects of the contract. Indemnification and hold harmless of BROKERAGE includes but is not limited to all aspects of binder deposit, financing, financing contingency, title, close date and extensions, lien search, property condition, taxes, property condition, buyer closing costs and prepaid, seller closing costs and concessions, lease terms, binder dispute, maintenance of property, inspection of property, repair of property, utilities of property, personal property of seller and buyer, and determination of the legality of what constitutes acceptance of contract or the legality of what constitutes cancelation of contract and the communication of all aspects listed here and within.

11 BROKERAGE RELATIONSHIP: OWNER ACKNOWLEDGES that in addition to the compensation to be paid per the listing agreement, BROKERAGE representation is as statutory Transaction Brokerage relationship as set forth in §§

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475.01(1)(l) and 475.278(2)(b), Florida Statutes.

12 WIRE FRAUD & TRANSFER OF FUNDS DISCLOSURE: BROKERAGE strongly recommends that BUYER or OWNER, your lawyers and others working on a transaction, should refrain from placing any sensitive personal and financial information in an email either directly or through an email attachment. When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, we strongly recommend using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, we recommend before you wire any funds to any party (including your lawyer, title agent, mortgage broker) personally call them to confirm it is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). You should call them at a number that you obtain on your own (e.g., the sales contract, their website, etc.) and NOT use the phone number in the email in order to be sure that you are contacting a legitimate party. **Acknowledgement Due to wire fraud possibility, it is hereby stated that no email will be sent from any BROKERAGE representative providing wiring instructions to a BUYER or OWNER or any entity. All wiring instructions for the transfer of funds should be obtained directly from the Title Company, Attorney, or closing office directly. BUYER and/or OWNER further hereby agree to indemnify and hold harmless BROKERAGE from any loss, liability, damage or costs they may incur due to any and all wire transfer or directions related to the transfer or issuance of funds whether cash, check, wire, electronic method caused by negligence or fraud.**

13 FAIR HOUSING AND ANTI-DISCRIMINATION: Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, property manager, real estate brokers and/or real estate salespersons to discriminate based on certain protected characteristics, which include, but are not limited to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws including discrimination of persons with a criminal history when making a decision to rent or sell to an individual. It is hereby understood and acknowledged that BROKERAGE FIRM has an absolute mandatory compliance policy per this addendum and BROKERAGE FIRM will be fully indemnified and held harmless for any entity, person, or party that violates any aspect of Fair Housing and anti-discrimination laws.

14 PROPERTY CONDITION AND PROPERTY INFORMATION: BROKERAGE does not conduct inspections of the properties nor is BROKERAGE responsible for verifying the accuracy of any information regarding the property and BUYER and OWNER hereby agree to hold harmless BROKERAGE and its licensees from any liability or responsibility arising for any reason whatsoever. In the event that any information pertaining to property is incorrect or communicated incorrectly including but not limited to all dimensions, age, legal description, any property specifics inside or outside, structural definition or condition, room sizes, A/C, appliances, all property information effecting the value of the property or use of the property or condition of the property, property tax information, mortgage status, or any aspect of the property's condition is found to be incorrect or inaccurate as a result of survey, title search, transmittal of mortgage information, building specifications, inspections, appraisals, or through any other source or document, the BUYER and OWNER hereby agree to hold harmless and fully indemnify the BROKERAGE and its licensees from any and all liability or responsibility arising therefrom, for any reason whatsoever. The BROKERAGE and its licensees shall not be deemed the source of any such information or condition, and no claims, demands, or legal actions shall be brought against the BROKERAGE and its licensees in relation to any inaccuracies, errors, or miscommunications regarding the aforementioned information or the condition of the property. The BROKERAGE and its licensees make no representations or warranties regarding the condition of the property or the accuracy of any information provided and the BROKERAGE cannot be requested to be the source of the information nor be held liable for any communication regarding any aspects of the property. BROKERAGE is not responsible for the warranty, security, safety or workmanship of any furnishings, personal property, belongings in the property and OWNER and BUYER shall defend, indemnify and hold BROKERAGE harmless from any and all claims that any in any way arise from the warranty, security, safety or workmanship of any belongings, items, or aspects of the property. The BUYER and OWNER agree to defend, indemnify, and hold harmless BROKERAGE from any and all claims arising from personal injury, death, property damage, or any type of damage occurring on the property. This specifically includes, but is not limited to attorneys' fees, costs, as well as any and all expenses that are in any way associated with the defense of such claims, and further, any and all allegations of OWNER or BUYER negligence as well as any negligence in

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conjunction with that alleged against BROKERAGE. This is formal notice that OWNER and BUYER acknowledge that the BROKERAGE do not have the authority to be the originators of any elements related to Property Condition or Property Information and BROKERAGE can not under any circumstance be held liable and are fully indemnified and held harmless. BUYER and OWNER understand and acknowledge that any information related to Property Condition and Property Information must be obtained from the OWNER or the BUYER's own research, inspection, or investigations. BUYER and OWNER also acknowledge that BROKERAGE will not be held liable for any and all elements related to Property Condition and Property Information and its communication on those elements. BUYER and OWNER further indemnify and acknowledge that any inspections, repairs, scope of work performed, or information on the property are not the legal responsibility of the BROKERAGE and the OWNER and BUYER take full and independent responsibility. BUYER and OWNER acknowledge BROKERAGE does not have control of the home and/or property, is not responsible for the maintenance and repair of the home and/or property, is not responsible for inspecting the property for defects and dangerous conditions, and that Brokerage will be harmless related to any verbal or written inspection criteria from any party in regard to the home and/or property, and is further deemed to have no negligence related to the condition of the property, repairs to the property, injuries sustained on the property and is to be defended, indemnified and Brokerage will be held harmless. **BUYER and OWNER acknowledge BROKERAGE FIRM has no liability in the disclosure of material defects, and the sole responsibility is the OWNERS.** It is also hereby agreed that BROKERAGE has the right to share any and all inspection results and reports or information reports related to repairs, material defects to any potential buyer. It is also hereby agreed that if for any reason any material defects, repairs are not disclosed BROKERAGE FIRM is hereby indemnified and otherwise held harmless. OWNER and BUYER agree to indemnify, defend, and hold harmless BROKERAGE from any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to your use of our BROKERAGE services. BROKERAGE shall bear no responsibility for claims that in any way arise from conditions of mold, mildew, defective drywall, smoke, fire, allergens, or bedbugs and further that OWNER and BUYER shall defend, indemnify and hold BROKERAGE harmless. OWNER and BUYER agree to fully waive any and all claims against BROKERAGE and to fully release them for any claims that in any way arise from any inconvenience, diminished value, loss of use or inability to occupy the home as a result of any circumstance preventing OWNER or BUYER to occupy including but in no way limited to fire, flood, termites or Act of God and to further defend, indemnify and hold BROKERAGE harmless from the claims of any third-parties.

15 SELLER DISCLOSURE: It is further understood that OWNER will provide complete and truthful information to BROKERAGE and BUYER by disclosing all known facts that materially affect the value of the property and any and all material defects. It is also hereby understood that any "Seller Property Disclosure Document" will be accurate and it is the sole and independent responsibility of the OWNER to update that document for any buyer based on any past inspections, repair requests or any action that would cause the document to be revised to accurately reflect the property condition.

16 PETS: To the extent the property has pets or any animal, BUYER and OWNER agree to further defend, indemnify and otherwise hold harmless BROKERAGE from any and all claims, suits, damages, costs, losses and/or expenses related to any injury to persons and/or property occurring on or about the premises related to dogs, pets, or any other animal on the property, including the property premises itself.

17 TENANTS: During period OWNER has ownership of the property OWNER takes full and absolute responsibility for tenants and any other party or entity visiting, living or occupying or being present on the property and BROKERAGE is fully and unconditionally indemnified and held harmless. During period BUYER has ownership of the property BUYER takes full and absolute responsibility for tenants and any other party or entity visiting, living or occupying or being present on the property and BROKERAGE is fully and unconditionally indemnified and held harmless. OWNER and BUYER agree to defend, indemnify and otherwise hold BROKERAGE harmless from any and all claims that in any way arise out of the Listing of the property and/or lease of the Premises including any and all personal injury, death, property damage or claim of damage of any type that occurs on or in the Premises or otherwise arises from same in addition to, and separate from, the insurance OWNER, BUYER and/or TENANT has obtained. This specifically includes, but is in no way limited to BROKERAGE attorneys' fees, costs, as well as any and all expenses that are in any way associated with the defense of such claims and further any and all allegations of OWNER, BUYER or TENANT's negligence as well as any negligence in conjunction with that alleged against BROKERAGE.

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18 FEEDBACK & ESCROW: This acknowledges that the BROKERAGE FIRM shall NOT hold any escrow or deposit related to the transaction and the BROKERAGE shall be indemnified and held harmless from any such claims. BROKERAGE shall bear no responsibility for any feedback on the property or general information provided by BROKERAGE to any third party and OWNER and BUYER hereby fully indemnify and hold harmless BROKERAGE.

19 COMMUNICATION: Whenever any notice is required or desired in order to communicate formally or legally by OWNER to BROKERAGE, or BUYER to BROKERAGE, notice must be in writing and mailed certified return receipt requested to BROKERAGE FIRM'S address 9191 RG Skinner Parkway Suite 102, Jacksonville FL 32256 and deemed delivered upon actual physical receipt thereof, not date of mailing. In certain instances, BROKERAGE FIRM may request communication by email, mail or fax and if so, such communication shall be binding and legally sufficient if receipt by BROKERAGE FIRM is acknowledged in writing or by email. If communication is by email, it will not be valid unless BROKERAGE FIRM has responded by email affirming that the communication was received and considered valid. The parties agree that this agreement may be executed by electronic signature or by facsimile and execution method shall be legally binding.

20 MANAGEMENT & CONTROL OF PROPERTY: It is acknowledged and agreed that BROKERAGE does not assume any responsibility for the management of the property and is fully indemnified and held harmless for all aspects including but not limited to maintenance, repairs, rehab of the property, rent collection, deposit or escrow collection, the condition of the property, all material aspects of the property, all material aspects effecting the value and safety of the property, information regarding the property, hazards conditions of the property, dispute resolution, screening of the tenant and the process and criteria related to the screening and acceptance of the tenant. It is also understood and acknowledged that BROKERAGE does not control the property nor does it have any knowledge of hazardous conditions and is hereby fully indemnified for any and all aspects related to the condition of the property. It is also understood and acknowledged that BROKERAGE does not facilitate any repairs, rehab or maintenance of the property and may not be held liable for such areas under any circumstance and condition. **It is also hereby understood and acknowledged that BROKERAGE FIRM does not give permission for any related entities, employees, 1099 contractors, or real estate agents to facilitate or be involved in any aspect of repairs, maintenance or rehab of the property and if any such entities have involvement it is outside of the BROKERAGE FIRM and the BROKERAGE FIRM shall be fully indemnified and held harmless. It is also understood and agreed that an Agent coordinating and granting access to the property will NOT be considered facilitating or being involved in repairs, maintenance or rehab of the property.** It is also hereby understood and acknowledged that BROKERAGE and any employee, 1099 contractor or real estate agent may not be the source of information related to the property and will be fully indemnified and held harmless. It is also hereby understood and acknowledged that BROKERAGE FIRM does not own the property and can NOT be held responsible for any material defects in the property or the disclosure of material defects in the property. It is hereby determined, that the BROKERAGE FIRM shall be fully indemnified and held harmless for any and all material defects, repairs, maintenance, and rehab of the property. It is also agreed and acknowledged that the OWNER takes full responsibility for the communication, and disclosure of all repairs, maintenance, rehab, and material defects of the property to the buyer or tenant and all third parties involved in any transaction related to the property.

21 AGENT OWNER: It is hereby acknowledged, agreed and understood that if the OWNER is also a real estate agent involved in the transaction the OWNER will have all responsibilities and obligations as defined as the "OWNER" and will not be absolved, indemnified, or held harmless of any responsibilities or obligations as defined within this document and described as "BROKERAGE".

22 AGENT MAY NOT BE PAID DIRECTLY: It is hereby understood and acknowledged that the real estate agent may NOT directly receive money for any reason and that all money or funds related to a real estate transaction must flow through and be paid through the BROKERAGE FIRM, and if the agent receives money or funds directly for any reason it is hereby determined that the BROKERAGE FIRM shall not be held liable and will be fully indemnified. The indemnification of BROKERAGE FIRM includes but is not limited to all acts performed by the agent or expected to be performed by the agent and any money paid or any monetary or financial amount associated or related to those acts. OWNER, BUYER and TENANT acknowledge that any money paid directly to the real estate agent is without the consent of the BROKERAGE FIRM and the BROKERAGE FIRM shall have absolute and undisputed indemnification.

23 AGENT OWNERSHIP: It is also understood that any property that the real estate agent has ownership of, partial or full, or is the grantor of a trust, the beneficiary of a trust, or is the executor of a Trust, or is related to an LLC or Corporation that has ownership or control of the property or has any family member that has control or ownership, husband or wife "current or divorced", father or mother "natural or step", daughter or son "natural or step" the BROKERAGE FIRM shall be fully indemnified and held harmless for all acts of the agent, OWNER, BUYER and TENANT.

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24 REQUESTING PARTY: If any lawsuit, litigation, legal request, or any outside party request is made to the BROKERAGE FIRM, the requesting party shall be liable for any and all costs incurred by the BROKERAGE FIRM. This includes, but is not limited to, a rate of \$500 per hour for time spent by the BROKERAGE FIRM in answering legal complaints whether verbally or in writing, responding to interrogatories, conducting research, compiling information, and addressing any other legal inquiries, inquiry in general or document requests. Additionally, the requesting party shall cover all legal fees, administrative expenses, and any required upfront legal retainers. It is expressly understood that the requesting party must pay the BROKERAGE FIRM on a monthly basis for the time spent on these matters. This includes a clear and non-negotiable obligation to compensate the BROKERAGE FIRM monthly for the hours dedicated to managing legal concerns, calculated at the specified hourly rate. Moreover, the requesting party is required to promptly pay any and all attorneys' bills on a monthly basis, ensuring that there are no interruptions or delays in the legal services provided to the BROKERAGE FIRM. This comprehensive financial responsibility encompasses every aspect of the BROKERAGE FIRM's involvement, including the legal process from initial consultations and document preparations to ongoing legal proceedings, research, and administrative support. It is hereby understood and acknowledged that the requesting party has the obligation to cover and pay the BROKERAGE FIRM attorney retainer within 10 days of BROKERAGE FIRM providing written notice to the requesting party, and the requesting party has the obligation to pay the BROKERAGE FIRM monthly bill within 10 days of written notice to the requesting party. It is hereby understood and acknowledged that BROKERAGE FIRM has no obligation to provide or perform any effort or response each month until the prior BROKERAGE FIRM bill has been paid by requesting party. By agreeing to these terms, the requesting party has the responsibility to uphold these financial commitments without exception, thereby ensuring that the BROKERAGE FIRM is not financially burdened by any legal requests, requests in general or actions brought against it. This clause is intended to eliminate any potential misunderstandings and to guarantee that the BROKERAGE FIRM is adequately reimbursed for its comprehensive involvement in any proceedings, including all research and information compilation and effort required.

25 ADVERTISING: BUYER and OWNER agree to release, forever discharge, indemnify and hold harmless BROKER and BROKERAGE for any and all advertising in any way related to or arising from the Property and to further waive any and all claims that arise from the use of pictures, video, marketing materials or any advertising media. BUYER and OWNER agree to unconditionally release BROKERAGE from liability for any damage, injury or loss to personal property, real property and personal injury to any person whomever arising out of the use of pictures, video, or any advertising media used or related to marketing material. OWNER takes full and absolute responsibility for tenants and any other party or entity visiting, living or occupying or being present on the property and BROKERAGE is fully and unconditionally indemnified and held harmless. During period BUYER has ownership of the property BUYER takes full and absolute responsibility for tenants and any other party or entity visiting, living or occupying or being present on the property and BROKERAGE is fully and unconditionally indemnified and held harmless.

26 NOT PROPERTY MANAGEMENT: BUYER, OWNER, and Agent hereby understand and legally acknowledge that the Agent is hereby NOT granted the permission or authority to do any form of Property Management. Any exception to this addendum must be in writing from the BROKERAGE FIRM and approved in writing by the Broker, James Angelo.

27 COMMISSION: It is hereby understood and all parties agree, Broker Commissions are not set by law and are fully negotiable, Commissions are fully negotiable and there is NO standard Commission rate, and that Commissions are fully negotiable and there is NO usual or customary Commission rate. This is formal and legal notice that the Seller or Owner of any property or business represented or listed for sale or rent is NOT obligated to offer any form of compensation to a Buyer's agent or Tenant's agent. It is hereby also stated that the Seller or Owner has NO obligation to offer any payment of any monetary compensation to a Buyer's agent or Tenant's agent. Any offered commission amount stated in the Listing Contract is fully based on the Seller's or OWNER's full and absolute sole discretion. It is also hereby stated that it is NOT a requirement or an expectation for the Seller or OWNER to offer any commission to a Buyer's agent or Tenant's agent as a requirement for their listing to be included in the realtor-affiliated multiple listing service (MLS). Seller and Buyer hereby recognizes that it is NOT a requirement of the listing agent or listing brokerage to make a blanket offer of compensation to the buyers' agents or tenant's agent in order to list the property on a realtor-affiliated multiple listing service (MLS). OWNER, Seller, Buyer, Tenant hereby acknowledges that Buyer and Tenant have the sole discretion and right to independently choose any and all forms of representation involved in the real estate transaction. It is also hereby legally documented that if a Seller or OWNER has chosen to offer a Commission or fee as reflected on a Listing Agreement, Addendum, or any other document that Seller or OWNER is fully and legally

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responsible for honoring all documented commissions and/or brokerage fees and financial obligations. It is also hereby documented and agreed that BROKERAGE FIRM does not support the Buyer's agent commission or Tenant's agent commission being displayed in the MLS, or on any electronic website or web platform and the Brokerage Firm is hereby indemnified and held harmless for any all occurrence that may violate that policy.

28 BUYER SIGNATURE: It is also hereby understood and agreed that the Owner signature hereby makes this document part of the Listing Agreement and buyer will be obligated to sign this Disclosure if an agent from the BROKERAGE FIRM produces the buyer then buyer must sign this disclosure to be allowed to purchase the property. It is also hereby understood and agreed that Owner signature hereby makes this part of the Listing Agreement and any outside buyer obtained from another brokerage firm or non-represented buyer will be obligated to sign BROKERAGE FIRM's disclosure labeled "Third Party Buyer Disclosure" and buyer must sign disclosure to be allowed to purchase the property.

29 PROVISIONS: The parties hereto agree that the prevailing party in any litigation related to this Agreement shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, in addition to any other remedies available under this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any disputes arising out of or relating to this Agreement shall be resolved exclusively in the courts of Duval County, Florida. Both parties irrevocably submit to the jurisdiction of these courts and waive any objections to venue or jurisdiction therein. The parties mutually, voluntarily, and intentionally waive the right to a trial by jury for any litigation related to this Agreement. This Agreement binds the parties' heirs, executors, administrators, and legal representatives and supersedes all prior representations and agreements regarding its subject matter. This Agreement may not be amended, modified, or waived except by a written instrument duly executed by the party against whom enforcement of such amendment, modification, or waiver is sought. The failure of any party to require performance of any term or obligation of this Agreement or the waiver by any party of any breach of this Agreement shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any separate or subsequent breach. If any portion of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, and not subject to modifications as authorized herein, that portion shall be removed from the Agreement, and the remaining provisions shall continue in full force and effect. The Contractor and Agent each represent and warrant that they are of legal age, not under a legal disability, and have the right to contract in their own name. They further acknowledge that they have read this Agreement carefully, had an opportunity to negotiate its terms, and are fully familiar with its contents. They enter into this Agreement freely, knowingly, and voluntarily, without being influenced by any statements or representations not contained herein.

30 EXPLAINING AND UNDERSTANDING THE TRANSACTION

Buyer and/or Seller understand and agree that it is an absolute policy of the Broker that the Associate may never perform any language translation. It is hereby understood that the customer must have an independent translator or legal representation and Associate may never represent that service in any aspect related to the Broker:

31 BUYER ACKNOWLEDGES that Florida Homes Realty & Mortgage or Florida Homes Realty & Mortgage Property Management is representing you in a statutory Transaction Brokerage relationship as set forth in §§ 475.01(1)(l) and 475.278(2)(b), Florida Statutes. Buyer agrees to pay Florida Homes Realty & Mortgage or Florida Homes Realty & Mortgage Property Management a broker fee \$ _____ for the buyer side at the closing.

32 SELLER ACKNOWLEDGES in addition to the commission/compensation to be paid per the listing agreement that Florida Homes Realty & Mortgage or Florida Homes Realty & Mortgage Property Management is representing you in a statutory Transaction Brokerage relationship as set forth in §§ 475.01(1)(l) and 475.278(2)(b), Florida Statutes. Seller agrees to pay Florida Homes Realty & Mortgage or Florida Homes Realty & Mortgage Property Management a broker fee of \$ 189.00 _____ for the seller side at the closing. Buyer(s) and Seller(s) acknowledge(s) that this disclosure has been read and signed BEFORE signing a contract for Sale & Purchase.

Buyer Initials () () Seller Initials (AM) () Agent Initials (ALP) ()

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33 ESCROW/BINDER DEPOSIT: OWNER and Agent hereby legally acknowledge the following Escrow/Binder Deposit dispute and release process will take place on all **BROKERAGE LISTINGS** in which **BROKERAGE FIRM** is the Listing Brokerage. In any and all transactions where Florida Homes Realty & Mortgage LLC, Florida Homes Realty and Mortgage Referral LLC, Florida Homes Realty & Mortgage Property Management LLC, FHRM Realty is the LISTING BROKERAGE and the Seller is to receive all or part of the Escrow/Binder, the Agent hereby does NOT have the authority to draft or coordinate the binder release documentation. The drafting and coordination of all release of Escrow/Binder will be coordinated through Binder@LoveFHRM.com and must be done solely by the BROKERAGE FIRM. All Escrow/Binder deposit funds retained by OWNER from BUYER will be paid out 50% to Owner, 25% to BROKERAGE FIRM and 25% to Listing agent.

BUYER: _____

DATE: _____

BUYER: _____

DATE: _____

OWNER: ALFREDO MARINO PEREZ 

DATE: 6/11/26

OWNER: _____

DATE: _____

AGENT: ALIANNI LEYVA PEREZ

DATE: 6-11-26

AGENT: _____

DATE: _____

No changes may be made to the verbiage of this document without the approval and signature of James Angelo, Broker.

Definitions for Parties referred to throughout this agreement:

"OWNER or SELLER" means the owner or any party associated with the obligation or intent to sell the property or has the ability in this transaction to financially sell the property

"BUYER" means the buyer or any party associated with the obligation or intent to buy the property or has the ability in this transaction to financially buy the property

"TENANT" means any person entitled to occupy a dwelling unit under a rental agreement commonly referred to as a lease, or any person entitled to purchase the property.

"BROKERAGE" means the Brokerage Firms, Brokers, Real Estate Sales Associates, Real Estate Agents, Employees and 1099 contractors working on behalf of Florida Homes Realty & Mortgage LLC, Florida Homes Realty and Mortgage Referral LLC, Florida Homes Realty & Mortgage Property Management LLC.

"BROKERAGE FIRM" means the Brokerage Firms, Brokers, Employees and 1099 contractors working as office staff personnel on behalf of Florida Homes Realty & Mortgage LLC, Florida Homes Realty and Mortgage Referral LLC, Florida Homes Realty & Mortgage Property Management LLC.

Buyer Initials () () Seller Initials AMP () Agent Initials ALP ()

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Prepared by: Alianni Leyva Perez | Florida Homes Realty & Mortgage | allannileyva34@gmail.com |

Form
Simplicity