

Exclusive Right of Sale Listing Agreement

This EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT (the "Agreement") is entered into this date October 4, 2019 by and between Esslinger Wooten Maxwell, Inc., dba Berkshire Hathaway HomeServices EWM Realty ("EWM" or "Broker") and CHARLES D PEREZ and KEITH RINEHARD (the "Owner") (Broker and Owner shall be the "Parties") and shall expire at 11:59 PM, Eastern Standard Time on April 3, 2020, ("Expiration Date"). If a Sale and Purchase Contract entered into on or before the Expiration Date does not close, this Agreement will automatically be extended for the number of days the Property was under contract.

1. **EXCLUSIVE RIGHT OF SALE.** Broker agrees to use Broker's professional efforts as transaction broker for Owner:
- A. To find a buyer for the following property, situated in MIAMIDADE County, Florida, described as follows:
- Street Address:** 836 NE 100 ST
- Folio Number:** 11-3206-034-0040
- Legal Description:** MIAMI SHORES SEC 8 PB 14-33 LOT 6 & E1/2 LOT 7 BLK 169 LOT SIZE 75.000 X 118 OR 11774-197 0483 4

Personal Property Included: All attached window treatments, light fixtures, floor coverings and appliances.

Personal Property Excluded: _____

(The real property and personal property described above together constitute the "Property"); and

- B. To disseminate listing information on the Property to other brokers through the services of the Multiple Listing Service(s) (the "MLS") in accordance with its rules. Owner hereby agrees to the terms of this Agreement and gives Broker the sole and exclusive right and authority to find a buyer for the Property at the following price and terms or at any other price and terms the Owner accepts by executing a Sale and Purchase Contract:
- List Price:** \$749,000.00
- Financing Terms:** ☒ Cash ☒ Conventional Financing ☐ VA ☐ FHA ☐ Seller Financing ☐ Existing Mortgage Assumption
- Terms:** Owners prefer all cash offers, but will consider each offer under its own merits.

2. **BROKER'S OBLIGATIONS AND AUTHORITY.** In consideration of this Agreement Broker agrees:

- A. To market the Property through the MLS;
- B. Owner authorizes Broker to advertise the Property as Broker deems advisable including, but not limited to, advertising the Property on the internet and the use of automated valuation models (AVMs).
- C. To place appropriate transaction signs on the Property in accordance with all county, municipal, and homeowner association regulations currently in effect including "For Sale" signs and "Sold" signs (once Owner signs a Sale and Purchase Contract procured through Broker's efforts);
- D. To furnish information requested by other Brokers and to assist a cooperating Broker in finalizing the Sale and Purchase Contract and closing the transaction of the property;
- E. To ☐ Withhold ☐ Not Withhold verbal and written offers received by Broker when a Sale and Purchase Contract, executed by Owner, is pending closing; and
- F. To ☐ Use ☐ Not Use the Electronic Access and Reporting System (EARS) to show and access the Property. EARS does not ensure the Property's security; Owner is advised to secure or remove valuables. Owner agrees that EARS is for Owner's benefit and releases Broker, persons working through Broker, and Broker's local Realtor Association from all liability and responsibility in connection with any loss that occurs.

3. **OWNER'S OBLIGATIONS.** In consideration of this Agreement, the Owner agrees:

- A. To cooperate with Broker in carrying out the purpose of this contract, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer;
- B. To make the Property available for showing and inspections at reasonable hours;
- C. To immediately advise Broker of:
- (1) Owner's intent to lease, mortgage, otherwise encumber the Property, and
- (2) any facts that might affect the terms and conditions of the sale;
- D. To comply with all applicable federal, state, local, and association laws, regulations, and rules applicable to real estate transactions, including but not limited to FIRPTA (Foreign Investment Real Property Tax Act);
- E. To enter into a written contract with the buyer upon being presented an offer for the Property in accordance with this Agreement, which shall be in the form of a contract for sale and purchase most recently approved by the Florida Association of Realtors, or an equivalent form (the "Sale and Purchase Contract"). Copies of the Sale and Purchase Contract are available to Owner upon request;
- F. To perform all of Owner's obligations under the executed Sale and Purchase Contract, including, but not limited to the obligations: to furnish complete evidence of title; and (if the property is a condominium or belongs to a homeowner's association) to provide prospective buyer with a current copy of the Declaration of Condominium (if applicable), the Articles of Incorporation of the Association, Bylaws and the Rules of the Association, and a copy of the most recent year-end financial information, and the Frequently Asked Questions and Answers Document. All such documents shall be provided at Owner's expense no more than 3 days, excluding Saturdays, Sundays, and Legal Holidays, prior to the execution of this Agreement;
- G. To indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of:
- (1) Owner's negligence, representations, misrepresentations, actions or inaction;
- (2) the use of EARS; or
- (3) the existence of undisclosed material facts about the property.
- Paragraph 3(G) shall survive Broker's performance and the transfer of title

EWM Exclusive Right of Sale Listing Agreement

H. To make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by buyer. Owner certifies and represents that Owner knows of no such facts other than those represented on the attached Owner's Property Disclosure Addendum. Owner will immediately inform Broker of any material facts that arise after signing this Agreement.

4. BROKER'S COMPENSATION.

A. **AMOUNT OF COMPENSATION.** Owner jointly and severally agrees to pay Broker a brokerage fee in the following amounts (together, the "Compensation"):

- (1) For a sale of the Property, Compensation shall be six percent (6%) of the sales price, and at the time of closing, Owner shall pay a Flat Fee Commission in the amount of \$299 to EWM, which shall be paid to Broker by Owner as provided in Paragraph 4(B) below; or
- (2) If the Property becomes available for lease during the term of this Agreement, Compensation shall be:
 - (a) in the amount of ten percent (10%) of the total lease amount for the term of such a lease, which amount shall be paid to Broker at the time of the execution of such lease; and
 - (b) a like amount for any continued occupancy including extension, renewal, or subsequent lease between the same or related parties, whether oral or written, which like amount shall be paid to Broker at the time of each extension, renewal, or subsequent lease.

B. **PAYMENT OF COMPENSATION.** The Compensation, as defined above, shall be paid to Broker by Owner:

- (1) If Broker, Owner, or any other person finds a buyer ready, willing, and able to purchase the Property at the terms for the price specified herein, or at any other terms or price that Owner may accept by executing a Sale and Purchase Contract, compensation shall be paid to Broker by Owner at the time of Closing under the Sale and Purchase Contract;
- (2) If Broker, Owner or any other person find a tenant ready, willing, and able to lease the Property at the terms specified herein, or on other terms acceptable to Owner, Compensation shall be paid to Broker by Owner at the time the tenant signs the lease, extension, renewal, or subsequent lease between the same or related parties. Any changes in the amount of rent paid, the term of the lease, or non-material changes of the conditions of the lease between the same or related parties shall not affect Broker's right to Compensation as set forth herein. If during the term of such lease, extension, renewal or subsequent lease, or within 180 days after termination thereof, the tenant or his assigns shall buy from Owner, the Compensation agreed in Paragraph 4(A)(1) shall be deemed earned by Broker and payable to Broker as provided in this Agreement. The provisions of this Paragraph 4(B)(2) shall survive the expiration of this Agreement and shall be binding on Owner whether or not incorporated in any lease agreement;
- (3) If any interest of Owner in the Property is voluntarily transferred, exchanged or traded during the term of this Agreement, compensation shall be paid to Broker by Owner at time of transfer;
- (4) If Owner willfully prevents the performance hereunder by Broker, Compensation shall be paid to Broker by Owner upon written demand;
- (5) If Owner fails or refuses to perform under the Sale and Purchase Contract, Compensation shall be paid to Broker upon written demand; or
- (6) If Owner and buyer shall mutually rescind the Sale and Purchase Contract (except as provided for therein) without Broker's consent, Compensation shall be paid to Broker by Owner upon written demand.

C. **IF BUYER DEFAULTS.** If a buyer is found in accordance with Paragraph 4(B)(1), but such buyer fails to perform (under a Sale and Purchase Contract or otherwise), Owner shall pay to Broker an amount equal to fifty percent (50%) of the deposit (including deposit(s) made or agreed to be made by the buyer) which is retained or recovered by or for the account of Owner. Such amount shall:

- (1) not exceed the amount of Compensation as provided above;
- (2) be payable at the time of disbursement of any such deposit; and
- (3) be deemed as full consideration for Broker's services with respect to that buyer, including costs.

D. **PROTECTION PERIOD.** If Owner agrees to sell, lease or exchange property within 180 days after the expiration of this Agreement, to a prospective buyer or tenant to whom Broker or any cooperating broker submitted the Property, Owner agrees to pay Broker the Compensation set forth in Paragraph 4(B) above. If the Property is re-listed with another broker after the expiration of this Agreement, this Paragraph 4(D) shall not apply. The provisions of this Paragraph 4(D) shall survive the expiration of the Agreement.

5. CONDITIONAL TERMINATION.

At Owner's request, Broker may agree to conditionally terminate this Agreement.

- A. If Broker agrees to conditional termination, Owner must sign a Withdrawal Agreement and pay Broker a cancellation fee equal to one-half of one percent of the listed price.
- B. If Owner transfers, or contracts to transfer, the Property prior to the original expiration of this Agreement and the Protection Period thereafter, Broker may void conditional termination and the full compensation as stated in Paragraph 4(B) above will be due to Broker upon Broker's written demand. In the event that the Property is re-listed with another broker, Paragraph 5(B) shall not apply.

6. ESCROW AUTHORITY AND TITLE WARRANTY.

Broker and any cooperating broker are hereby authorized to act as escrow agent at such time as a Sale and Purchase Contract or lease is prepared, provided that such duties shall be in accordance with the laws of the State of Florida and the rules and regulations of the Florida Real Estate Commission. Owner hereby warrants that Owner is the legal Owner of the fee simple title to the Property and has the authority and the capacity to convey such title to buyer.

7. COOPERATION WITH OTHER BROKERS.

EWM's policy is to cooperate and compensate any real estate broker who has an active license in the State of Florida who sells the Property in the capacity of buyer's agent, a non-representative broker, or as a transaction broker. Compensation to the cooperating broker shall be fifty percent (50%) of the total Compensation paid to Broker by Owner and shall be paid by Broker to cooperating broker at time Compensation is received by Broker from Owner. The total Compensation paid by Owner shall not exceed the amount set forth in Paragraph 4(A) of this Agreement.

8. DISCLOSURE OF LEAD-BASED HAZARDS.

The Owner of any interest in residential real property built prior to 1978 is required by Federal Law to:

- A. provide the buyer/tenant with any information on lead-base hazards from risk assessments or inspections in the Owner's possession;
- B. notify the buyer/tenant of any known lead-based-paint hazards;
- C. provide buyer/tenant with an Environmental Protection Agency's approved lead-hazard-information pamphlet such as "Protect Your Family From Lead in Your Home"; and

EWM Exclusive Right of Sale Listing Agreement

- D. disclose the same information to each person employed to sell or lease such housing (Broker) including such information as the basis for the determination that lead-based hazards exist, the location of the lead-based hazards and the condition of the painted surfaces.
9. **DISPUTE RESOLUTION.** This Agreement will be construed under Florida law. The Parties agree that any dispute, arising prior to or after a closing arising out of or related to this Agreement shall first be submitted to mediation through a neutral agreed upon by the Parties. Each Party agrees to bear their own costs of mediation. If mediation fails, the Parties agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association. Each party to an arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrator's fees and administrative fees of arbitration.
10. **MISCELLANEOUS.** This Agreement is binding on Broker's and Owner's heirs, personal representatives, administrators, successors, and assigns. Owner (which includes all Owners executing this Agreement) shall be jointly and severally obligated under the provisions of this Agreement. Time is of the essence for all provisions of this Agreement. Signatures, initials, and modifications communicated by email or facsimile will be considered as originals.
11. **LIEN RIGHTS.** Pursuant to section 475.42(1)(j), Florida Statutes, Owner authorizes Broker to record a lien against the Property to secure payment of the compensation in paragraph 4, until the obligation is satisfied. Owner knowingly waives all homestead rights and defenses in any lien foreclosure action.
12. **PLEASE DO NOT ASK OR EXPECT BROKER TO DISCRIMINATE, OR RESTRICT THE SALE OR SHOWING OF YOUR PROPERTY ON THE BASIS OF RACE, COLOR, SOURCE OF INCOME, AGE, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN. EWM's POLICY AS WELL AS FEDERAL, STATE AND COUNTY LAWS PROHIBIT BROKER FROM ANY SUCH DISCRIMINATION OR RESTRICTIONS. THIS PROPERTY SHALL BE LISTED AND MARKETING IN COMPLIANCE WITH SUCH LAWS OR ORDINANCES AS IN EFFECT DURING THE TERM OF THIS AGREEMENT.**
13. **NOTE.** Owner understands that this Agreement does not guarantee the sale of the Property, but that it does provide that the Broker will make earnest effort to market the Property as provided in this Agreement until the Expiration Date. Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.
14. **ADDITIONAL CLAUSES:** _____

15. **ADDENDA.** Attached hereto and made part thereof are the following addenda: ☐ Owner's Property Disclosure ☐ Other

Owner Signature: _____ Date: 10/4/19
Print Name of Owner: CHARLES D PEREZ **Tax ID#:** _____ **Phone #:** 305-968-0517
Address: 836 NE 100 ST, MIAMI SHORES, FL 33138 **Email/Fax:** cdpinmia@gmail.com

Owner Signature: _____ Date: 10/4/19
Print Name of Owner: KEITH RINEHARD **Tax ID#:** _____ **Phone #:** 305-803-8996
Address: 836 NE 100th ST, MIAMI SHORES, 33138 **Email/Fax:** Rinehard K@bellsouth.net

Associate Signature: _____ Date: _____
Print Name of Agent for Esslinger Wooten Maxwell, Inc., dba BHHS EWM Realty: CAROLINE CARDENAS **Phone #:** 3052986007
Address: 550 S. DIXIE HIGHWAY, CORAL GABLES, 33134 **Email/Fax:** _____
Copy returned to **Owner** on _____ by: ☐ Hand Delivery ☐ Mail ☐ Email _____



Owner's Property Disclosure Statement

OWNER(S) NAME(S): CHARLES D PEREZ KEITH RINEHARD
PROPERTY ADDRESS: 836 NE 100 ST, MIAMI SHORES, FL 33138
DATE HOME BUILT: 1954
DATE OWNER PURCHASED PROPERTY: July 20, 2015
PROPERTY IS PRESENTLY: ☒ Occupied by Owner ☐ Rented ☐ Vacant.
IF LEASED, is the lease ☐ Written ☐ Oral. Termination date of lease is: _____

The information Disclosed Is Given To The Best Of Owner's Knowledge

NOTICE TO THE BUYER/TENANT AND OWNER: In Florida, an Owner is obligated to disclose to a Buyer/Tenant all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Owner in complying with the disclosure requirements under Florida Law and to assist the Buyer/Tenant in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at the above-referenced address. It is not a warranty of any kind by the Owner or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Owner's knowledge of property condition. This disclosure is not intended to be a part of any contract for sale and purchase or lease agreement. Real estate agents and other parties involved in the transaction rely upon and may refer to this information when they evaluate, market, or present Owner's property to prospective Buyer/Tenants.

INSTRUCTIONS TO THE OWNER: (1) Complete this form yourself; (2) review prior disclosure statement(s) and/or inspection report(s) when completing this form; (3) describe conditions affecting property to the best of your knowledge; (4) attach additional pages with your signature if additional space is required; (5) answer all questions; (6) if you have no knowledge regarding the specific matter, then "UNKNOWN" should be indicated, and (7) if any items do not apply, write "N/A" (Not Applicable).

The following representations are made by the Owner(s) and are not representations of any real estate licensees:

1. CLAIMS & ASSESSMENTS:

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, tax liens, charges, or unpaid assessments (including homeowner's association, condo maintenance fees, proposed increases in assessments and/or maintenance fees) affecting the property? ☒ NO ☐ YES If "Yes", please explain: _____

b. Have any local, state or federal authorities notified you that repairs, alterations or corrections of the property are required? ☒ NO ☐ YES If "Yes", please explain: _____

2. PROPERTY USE/DEED RESTRICTIONS AND HOMEOWNER/CONDO ASSOCIATION:

a. Are you aware of any Homeowner Association, Condo Association, deed restrictions, covenants, or reservations that may affect the use, future resale or value of the property? ☒ NO ☐ YES If "Yes", please explain: _____

b. Are you aware of any proposed changes that affect or may affect the use, future resale or value of the property? ☒ NO ☐ YES If "Yes", please explain: _____

3. STRUCTURE-RELATED ITEMS:

a. Are you aware of any structural damage which may have resulted from events including, but not limited to: fire, wind, hurricanes, flood, hail, lightening, landslide, blasting, shifting in the foundation, and/or spalling? ☒ NO ☐ YES

b. Are you aware of any past or present cracks or flaws in the walls, floors or foundations? ☒ NO ☐ YES

c. Are you aware of any past or present problems with driveways, walkways, patios, porches, seawalls, pools, or retaining walls on the property? ☒ NO ☐ YES

d. Are you aware of any past or present water leaks, water accumulation or dampness within the house, basement, crawl space or attic? ☒ NO ☐ YES

If any of your answers in this section are "Yes", please explain: _____

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4. PROPERTY-RELATED ITEMS:

- a. Have you ever had the property surveyed? ☐ NO ☒ YES
- b. Is there an existing elevation certificate? ☒ NO ☐ YES
- c. The Flood Zone is: . The Base Flood Elevation (BFE) is: .
- d. Are you aware of any walls, driveways, fences, structures or other features shared in common with adjoining landowners, or any encroachments, boundary line disputes, setback violations or easements (other than utility or drainage easements) affecting the property? ☒ NO ☐ YES If "Yes". Please explain: .
- e. Do you have an existing flood insurance policy? ☒ NO ☐ YES

5. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

- a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting property? ☒ NO ☐ YES
- b. Do you have any knowledge of any damage to the property caused by termites, dry rot, pests or wood destroying organisms? ☒ NO ☐ YES
- c. Have you ever had the property inspected for termites, dry rot, pests or wood destroying organisms? ☒ NO ☐ YES If "Yes", Date of Inspection: .
- d. Has the property been treated for termites, dry rot, pests or wood destroying organisms? ☒ NO ☐ YES If "Yes", please indicate Date of Treatment . Type of Treatment .
- e. Is your property currently under warranty or other coverage by a licensed pest control company? ☒ NO ☐ YES If "Yes", Company Name: .
- If any of your answers in this section are "Yes", please explain: .

6. PERMITS:

- a. Are you aware of any improvements, modifications or additions to the property, whether by you or by others, that have been constructed in violation of applicable building codes or without necessary permits? ☒ NO ☐ YES
- b. Are you aware of any open permits, (i.e., active or expired permits) on the property which have not been closed by a final inspection? ☒ NO ☐ YES
- If any of your answers in this section are "Yes", please explain: .

7. ROOF-RELATED ITEMS:

- a. Approximate age of roof: Roof was replaced approximately in February, 2009
- b. Have you replaced the roof? ☒ NO ☐ YES If "Yes", when?: .
- c. Is there a warranty on the roof? ☒ NO ☐ YES If "Yes" is the warranty transferable? ☐ NO ☐ YES
- Name of Company: .
- d. Has the roof ever leaked since you've owned the property? ☒ NO ☐ YES If "Yes", what has been done to correct the leaks? . Date of repair(s): .
- e. Has the roof been inspected within the last 12 months? ☒ NO ☐ YES If "Yes", please explain: .

8. PLUMBING-RELATED ITEMS:

- a. What is your drinking water source? ☒ Public ☐ Private Well ☐ Other .
- b. If your drinking water is from a well or other source, when was your water last checked for safety and what were the results of the tests? .
- c. What is the water source for your sprinkler system? Well
- d. Do you have a water conditioning system? ☒ NO ☐ YES If "Yes" is it ☐ LEASED? or ☐ OWNED?
- e. What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Cesspool
- When was the septic tank/cesspool last serviced? last year
- f. Are any storage tanks stored or buried on the property? ☐ NO ☒ YES If "Yes", where? back yard

g. Do you know of any leaks, backups, breaks, or other problems relating to any of the plumbing, water, sewage/septic system or sprinkler system? ☒ NO ☐ YES If "Yes", please explain: _____

9. ELECTRICAL SYSTEMS:

- a. Does Property have: Circuit breakers? ☐ NO ☒ YES Fuses? ☐ NO ☐ YES
- b. Are you aware of any damaged, dangerous, malfunctioning or un-permitted switches, receptacles, circuits, fans, lights, fuses or wiring? ☒ NO ☐ YES
- c. Are you aware of any conditions that materially affect the value or operating capacity of the electrical system?
☒ NO ☐ YES If any of your answers to the section are "Yes", please explain: _____

10. POOL/HOT TUBS/SPAS:

- a. Does the property have a swimming pool? ☒ NO ☐ YES Hot Tub? ☒ NO ☐ YES Spa? ☒ NO ☐ YES
If "Yes", was the certificate of completion received after October 1, 2000 for the pool/hot tub/spa? ☐ NO ☐ YES
- b. Are there any problems in need of repair to the pool, pool lines, pool-related equipment, hot tub, and/or spa?
☐ NO ☐ YES
- c. Are there any electrical problems with the pool, pool related equipment, hot tub and/or spa? ☐ NO ☐ YES
- d. Do the following Pool Safety features (as defined by Chapter 515, Florida Statutes.) comply with the law: Enclosure meeting barrier requirements? ☐ NO ☐ YES Approved Safety Pool Cover? ☐ NO ☐ YES
Required door and window exit alarms? ☐ NO ☐ YES Required door/gate locks? ☐ NO ☐ YES If any of your answers in this section are "No", please explain: _____

11. MAJOR APPLIANCES AND EQUIPMENT:

- a. Are there existing problems with the appliances and/or equipment in the home, including the sprinkler system and security system? ☒ NO ☐ YES If "Yes", please explain: _____
- b. Are there service contracts or warranties on appliances and/or equipment? ☐ NO ☒ YES If "Yes", please explain:
5 yr contract on A/C which began on march, 2018
- Are any of these gas appliances? ☐ NO ☒ YES Lawn Sprinkler System? ☐ NO ☒ YES Is there a timer? ☐ NO ☒ YES
Garage door openers? ☐ NO ☒ YES Hurricane Shutters? ☒ NO ☐ YES
Other items included in this sale: _____

12. HEATING AND AIR CONDITIONING:

- a. Is the air conditioning ☒ Central? or ☐ Window? Number of units? _____
- b. How old is the air conditioner? 1 yr, 7 months
- c. Are you aware of any defects and/or any malfunctioning, circulation, electrical, cooling, leakage, overheating, or condensation problems pertaining to the air conditioning/heating since you have owned the property? ☒ NO ☐ YES
If "Yes", please explain: _____

13. DOCKS/DAVITS/PIERS AND SEAWALLS:

- a. Are you aware of any conditions that may affect the desirability, use or function of the dock, davits or pier or seawall?
☐ NO ☐ YES If "Yes", please explain: _____
- b. Was a federal, state or local government permit required for the construction or maintenance of the dock, davits, pier, or seawall? ☐ NO ☐ YES ☐ UNKNOWN If "Yes", were all appropriate permits and approvals issued for the construction and maintenance of such structures? ☐ NO ☐ YES ☐ UNKNOWN If "No", please explain: _____

14. MOLD AND TOXIC SUBSTANCES:

- a. Are you aware of any past or present instances of mold or water/moisture intrusion in the structure(s) on the property?
☒ NO ☐ YES If "Yes", please explain: _____
- b. Are you aware of any past or present damage to the structure(s) on the property that resulted from water/moisture intrusion, including, but not limited to, the presence of mold? ☒ NO ☐ YES If "yes", please explain: _____

Rev. 04/29/09

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c. Are you aware of any underground tanks or toxic substances present on the property (structure or spill) such as asbestos, PCB's, accumulated radon, lead paint, chinese/defective drywall, above ground or buried oil or gas tanks, or others?
☒ NO ☐ YES

If "Yes", please explain: _____
d. Are you aware of any repairs or other corrective or remedial procedures that were undertaken as a result of the matters identified in this section? ☒ NO ☐ YES If "Yes", please explain: _____

15. NEIGHBORHOOD/ENVIRONMENT:

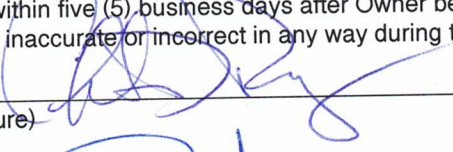

a. Are you aware of any existing condition or proposed change in your neighborhood that could adversely affect the value or desirability of the property, such as noise or other nuisances, electric or magnetic field levels, threat of condemnation or street changes, proposed developments or roadways, or blasting? ☒ NO ☐ YES If "Yes", please explain: _____
b. Are you aware of wetlands, mangroves, archeological sites, historical preservation property, or other environmentally sensitive matters on, or affecting the property? ☒ NO ☐ YES If "Yes", please explain: _____

16. OTHER MATTERS:

a. Are there any other matters affecting or which may affect the value of the property? ☒ NO ☐ YES If "Yes", please explain: _____

ACKNOWLEDGEMENT OF OWNER

The undersigned Owner represents that the information set forth in the above disclosure statement is accurate and completed to the best of the Owner's knowledge on the date signed below. Owner does not intend for this disclosure statement to be a warranty or a guarantee of any kind. Owner hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyer/Tenant of the property. Owner understands and agrees that Owner will notify the Buyer/Tenant in writing within five (5) business days after Owner becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer/Tenant.

Owner:  / CHARLES D PEREZ Date: 10/4/19
(signature) (print name)
Owner:  / KEITH RINEHARD Date: 10/4/19
(signature) (print name)

INSTRUCTIONS TO THE BUYER/TENANT: Buyer/Tenant is encouraged to thoroughly inspect the property personally and/or have it inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Owner answers "NO" to any of the pervious questions listed above, Owner does not necessarily mean that the matter in question does not exist on the property. "NO" may mean that the Owner is unaware that the matter in question exists on the property.

RECEIPT AND ACKNOWLEDGEMENT OF BUYER/TENANT: Owner is using this form to disclose Owner's knowledge of the condition of the property and improvements located on the property as of the date signed by Owner. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information which the Owner has knowledge. It is not intended to be a substitute for any inspection or professional advice the Buyer/Tenant may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer/Tenant understands these representations are not made by any real estate licensee. Buyer/Tenant hereby acknowledges having received a copy of this disclosure statement.

Buyer/Tenant: _____ Date: _____
(signature) (print name)
Buyer/Tenant: _____ Date: _____
(signature) (print name)

Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following Lead Warning Statement: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1. D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

Seller  or Landlord  acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

- A. The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
- B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.
- C. A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.
- D. A statement by the tenant:
 - (1) affirming receipt of the information paragraph 3.B. and C. above; and
 - (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.
- E. A statement by each real estate licensee/agent involved in the transaction that:
 - (1) the licensee/agent has informed you of your legal obligations; and
 - (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.
- F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by CAROLINE CARDENAS
(licensee) to seller or landlord on the _____ day of _____, _____.

Seller/Landlord makes the following disclosure to licensee:
(1) Lead-based paint and lead-based paint hazards in the housing: (check one)
☒ (a) **Seller/Landlord** has no knowledge of LBP/LBPH in the housing.
☐ (b) **Seller/Landlord** knows of the following LBP/LBPH in the housing (describe all known additional information):

(2) Available Records and Reports: (check one)
☒ (a) **Seller/Landlord** has no records or reports regarding LBP/LBPH in the housing.
☐ (b) **Seller/Landlord** has available the following documents regarding LBP/LBPH in the housing: _____

[Signature] 10/4/19 [Signature] 10/4/19
Seller/Landlord Date Seller/Landlord Date
Seller ☒ () or Landlord () () acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.

ANTI-FRAUD DISCLOSURE TO CONSUMERS STATEMENT

We provide you with this disclosure to alert you to the serious worldwide threat of fraud in electronic communications involving real estate transactions.

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While Esslinger Wooten Maxwell, Inc., dba Berkshire Hathaway HomeServices EWM Realty ("EWM") has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties.

By this Disclosure, EWM is providing you with information on what to do if you receive instructions to transfer funds regarding your real estate transaction. Electronic communication from EWM regarding the transfer of funds will be in a secured format and must be verified verbally prior to initiating any transfer. YOU SHOULD NEVER TRANSFER FUNDS BASED ON EMAIL WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS AS SPECIFIED BELOW.

If you receive an electronic communication providing wire instructions for the transfer of funds, even if that communication appears to be from EWM, Columbia Title of Florida, Inc. ("Columbia Title"), or your Real Estate Associate, DO NOT RESPOND OR TAKE ACTION UNLESS YOU HAVE VERIFIED THE INFORMATION, AS FOLLOWS:

- To verify instructions related to wiring funds to EWM, call your Real Estate Associate or EWM at 305-960-2500.
- To verify instructions related to wiring funds to Columbia Title, call 305-960-2500.
- To verify instructions related to wiring funds to any other title company or closing agent, call the company or agent using a phone number you look up yourself, not a phone number in the email.

ACKNOWLEDGMENT: I/we have read this Anti-Fraud Disclosure to Consumers Statement and understand that if I/we receive any electronic communication appearing to come from EWM, Columbia Title or a Real Estate Associate with instructions to transfer funds, I will verify the validity of the information before following the instructions, taking action to transfer funds and/or disclosing personal financial information.

Signature (Date)

Print Name

Signature (Date)

Print Name

 10/4/19
Signature (Date)

CHARLES D PEREZ

Print Name

 10/4/19
Signature (Date)

KEITH RINEHARD

Print Name

SCAMS ARE REAL. So Are The Losses.

WHAT YOU NEED TO KNOW...

You are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals**. These sophisticated criminals could:

- Try to hack into your email account or the email account of other persons involved in your transaction (impersonating your agent, your attorney or your closing agent) and direct you to send a wire or an electronic payment to the hacker's account.
- Hackers can even send you emails that appear to be from your agent, your closer or another trusted source!




Esslinger Wooten Maxwell, Inc., dba Berkshire Hathaway HomeServices EWM Realty AND OUR FAMILY OF SERVICES WILL NEVER ASK YOU TO WIRE MONEY FOR A TRANSACTION WITHOUT SPEAKING TO YOU FIRST, EVER!

If you receive wiring instructions, even if it appears to be legitimate, **do not send money to that account**. Always make a phone call to verify such instructions.

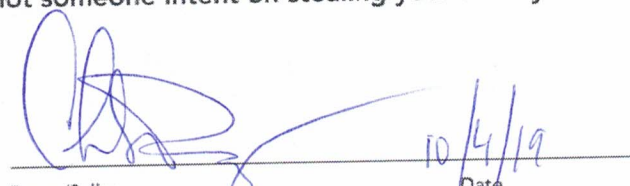
Closing with another company? Always contact the closing agent or Realtor® directly before wiring any money. To ensure proper party made the request:

- Do not use a phone number or other contact information from an email.
- Use a business number from another source (such as the company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.

I acknowledge and understand the above information:


Buyer/Seller


Date


Buyer/Seller


Date

HSOA-00018464

Serial#: 005222-300157-0214389

Prepared by: Caroline Cardenas | BHHS EWM Realty | carolinercardenas@gmail.com |

Form
Simplicity

Affiliated Business Arrangement Disclosure Statement

To: Keth Rinehart/Charles Property: 836 NE 100 ST, MIAMI SHORES, FL 33138
From: _____ Date: 10/4/19

This is to give you notice that Esslinger-Wooten-Maxwell, Inc. doing business as Berkshire Hathaway HomeServices EWM Realty (“Berkshire Hathaway HomeServices EWM Realty”), HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Columbia Title of Florida, Inc., Watermark Realty, Inc. doing business as Florida Title & Guarantee Agency (“Florida Title & Guarantee Agency”), and Vanderbilt Mortgage and Finance Inc. doing business as Silverton Mortgage (“Silverton Mortgage”) are part of a family of companies (the “Affiliated Companies”) owned by Berkshire Hathaway, Inc. (“Berkshire Hathaway”), and each may refer to you the services of another. Berkshire Hathaway HomeServices EWM Realty, HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Columbia Title of Florida, Inc. and Florida Title & Guarantee Agency are each wholly owned either directly or indirectly by HomeServices of America, Inc., a Berkshire Hathaway affiliate. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

In addition, while Berkshire Hathaway HomeServices EWM Realty is not affiliated with American Home Shield Corporation doing business as OneGuard (“OneGuard”), it does advertise OneGuard for a fixed service fee.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Service Provider	Service Provided	Charge or Range of Charges
Berkshire Hathaway HomeServices EWM Realty	Broker’s Commission	\$299 plus 3% - 10% of the sales price
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker
Prosperity Home Mortgage, LLC	Loan Origination Fee	\$0 - \$1,199 or 2% of loan amount (some bond products)
	Appraisal	\$425 - \$1,102
	Third Party Fees	\$33 - \$215 (credit report, tax service fee, flood cert fee)
Columbia Title of Florida, Inc.*	Lender’s Policy	\$200-\$450 if issued simultaneously with Owner’s Policy; if not, pricing is the same as an Owner’s Policy
	Owner’s Policy	\$5.75 per \$1,000 of coverage up to \$100,000 (minimum \$100); add \$5.00 per \$1,000 above \$100,000 but below \$1M; add \$2.50 per \$1,000 above \$1M but below \$5M; add \$2.25 per \$1,000 above \$5M but below \$10M; add \$2.00 per \$1,000 over \$10M
	Endorsements	\$50 - \$100 each for standard endorsements; 10% of total premium for Florida 9 and Navigational Servitude endorsements
	Title Search Fee	\$75 - \$300 per parcel, based on property type and location
	Closing Fee	\$185 - \$1,500 plus actual expenses incurred, based on property location and nature of services
Silverton Mortgage	Loan Origination Fee	0 - 2.75% of the loan amount (includes third party fees)
	Appraisal	\$475 - \$900
OneGuard	Home Warranty	\$399 - \$1,500, depending on property and optional coverage

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

[Signature] 10/4/19 [Signature] 10/4/19
Signature (Date) Signature (Date)

* Florida Title & Guarantee Agency provides the same services as Columbia Title of Florida, Inc. The services provided by both companies fall in the range of fees described above; and a referral to either company may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Property Assessed Clean Energy (PACE) Lien Disclosure

Re: 836 NE 100 ST, MIAMI SHORES, FL 33138 ("Property").
(Print Property Address)

A PACE loan (made to finance qualifying improvements to residential and commercial property relating to energy efficiency, renewable energy or wind resistance) is repaid through the property owner's real estate tax bill as a non-ad valorem assessment. The lien of the PACE loan is a priority lien, which typically has automatic first lien priority over previously and subsequently recorded mortgages on the Property. Sellers MUST disclose the existence of a PACE lien prior to the execution of a Contract for Sale and Purchase of a Property. While property taxes are legally transferrable when a sale or refinance occurs, most mortgage lenders require a full payoff of the PACE lien at the time of closing of a sale of the Property.

Therefore, at or before the time a Buyer executes a contract for the sale and purchase of any property for which a non-ad valorem assessment is levied and has an unpaid balance due under section 163.08, Florida Statutes, the Seller shall give the prospective Buyer a written disclosure statement in the following form:

Qualifying Improvements for energy efficiency,
renewable energy, or wind resistance.

The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

Initials I (We)/Seller(s) attest that I (We) have not applied for, nor is the Property subject to, a PACE home improvement lien.

X_____
Initials I (We)/Sellers attest and disclose that there is a PACE lien on the Property. I (We) shall provide all necessary documentation and cooperate with Buyer(s), the closing agent and/or title insurer in order to pay-off and ultimately satisfy such lien at or following the closing transaction for the Property.

[Signature]
Seller

Date: 10/4/19

[Signature]
Seller

Date: 10/4/19

Buyer

Date: _____

Buyer

Date: _____

Inclusions for the Sale of your Home

Address: 836 NE 100 St

INCLUDES:

<input type="checkbox"/> Range	<input type="checkbox"/> electric	<input type="checkbox"/> gas
<input type="checkbox"/> Oven	<input type="checkbox"/> electric	<input type="checkbox"/> gas
<input type="checkbox"/> Microwave		
<input type="checkbox"/> Dishwasher		
<input type="checkbox"/> Garbage Disposal		
<input type="checkbox"/> Refrigerator		
<input type="checkbox"/> Ice maker		
<input type="checkbox"/> Wine refrigerator		
<input type="checkbox"/> Trash compactor		
<input type="checkbox"/> Heating system	<input type="checkbox"/> electric	<input type="checkbox"/> gas
<input type="checkbox"/> Water heater	<input type="checkbox"/> electric	<input type="checkbox"/> gas
<input type="checkbox"/> Solar water heater	<input type="checkbox"/> owned	<input type="checkbox"/> leased
<input type="checkbox"/> Central A/C (# of units: _____)		
<input type="checkbox"/> Wall air conditioning (# of units: _____)		
<input type="checkbox"/> Fireplace	<input type="checkbox"/> Wood	<input type="checkbox"/> gas
<input type="checkbox"/> Central vacuum		
<input type="checkbox"/> Septic tank/drain field	Date last drained: _____	
<input type="checkbox"/> Sewer system	<input type="checkbox"/> public	<input type="checkbox"/> private
<input type="checkbox"/> Water system	<input type="checkbox"/> public	<input type="checkbox"/> private
<input type="checkbox"/> Sprinkler system and pump		
<input type="checkbox"/> Water softener		
<input type="checkbox"/> Hurricane Shutters	<input type="checkbox"/> partial	<input type="checkbox"/> full
<input type="checkbox"/> Pool equipment		
<input type="checkbox"/> Pool heater	<input type="checkbox"/> electric	<input type="checkbox"/> gas
<input type="checkbox"/> Children pool fence		
<input type="checkbox"/> Emergency Generator		
<input type="checkbox"/> Other plumbing items		
<input type="checkbox"/> Other electrical items		
<input type="checkbox"/> Clothes washer	<input type="checkbox"/> electric	<input type="checkbox"/> gas
<input type="checkbox"/> Clothes dryer	<input type="checkbox"/> electric	<input type="checkbox"/> gas
<input type="checkbox"/> Burglar alarm system	<input type="checkbox"/> owned	<input type="checkbox"/> leased
<input type="checkbox"/> Phone system		
<input type="checkbox"/> Speakers		
<input type="checkbox"/> Televisions attach to wall		
<input type="checkbox"/> Paddle fans (#?: _)		
<input type="checkbox"/> Intercom		
<input type="checkbox"/> Garage door opener (#?: _____)		
<input type="checkbox"/> Light fixtures as attached		
<input type="checkbox"/> Attached window treatments		

REMARKS:

Other Items: _____

Excluded Items: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____