



FR/BAR 2021 RESIDENTIAL/AS-IS CONTRACT FOR SALE AND PURCHASE
Real Estate Agent Checklist

EFFECTIVE DATE _____

Paragraph # and title	Event	Due Date	Date Completed
3(b) Effective Date	Effective Date	When the last one of the Buyer and Seller has signed or initialed and delivered the offer	
2. Purchase Price	a. Initial Deposit	3 days after Effective Date of contract <i>if unspecified in contract or not accompanying offer</i>	
2. Purchase Price	b. Additional Deposit	10 days after Effective Date of the contract <i>if unspecified in contract</i>	
3. Time for Acceptance of Offer and Counter-Offers	a. Counter offer	2 days after counter offer delivery → must accept or deny offer	
4. Closing Date	Closing	<i>Do not use "on or before"</i>	
5. Extension of Closing date	a. Closing date extension	Must not exceed 7 days (if Paragraph 8b. is checked*)	
8. Financing	b. Loan Approval	Within ___ days after Effective Date, buyer must obtain written loan approval, including satisfactory appraisal.	
8. Financing	b. Loan Approval	If buyer fails to notice of loan approval prior to expiration of the Loan Approval Period, Seller may terminate the Contract by delivering written notice to Buyer within 3 days of expiration of Loan Approval Period.	
8. Financing	b. Loan application	Within ___ days after Effective Date, buyer must make mortgage loan application	
9. Title Evidence and Insurance	c. Title Insurance Commitment	If financing purchase , title insurance commitment must be delivered to Buyer within ___ days prior to Closing Date. If cash purchase , title insurance commitment must be delivered to Buyer within 5 days prior to Closing date	
9. Closing Costs; Title Insurance; Survey; Home Warranty; Special Assessments	d. Survey and Prior Policy	If seller has a survey or prior owner's title policy, it must be delivered to buyer and Closing agent within 5 days after Effective Date.	

12. Property Inspection and Repair	a. Inspection Period	15 days after Effective Date if not otherwise specified.	
<u>RESIDENTIAL CONTRACT</u> 12. Property Inspection and Repair	a. Property Inspection; Right to Cancel b. Walk-Through Inspection	15 days after Effective Date, <i>if unspecified in contract</i> , Buyer shall inspect the property (Inspection Period) and may terminate the contract by delivering written notice to Seller prior to expiration of Inspection Period. On day prior to Closing Date, or on Closing Date prior to time of Closing (solely to confirm that Seller has maintained the property)	
16(a). Dispute Resolution	Disputes	Buyer and Seller will have ten (10) days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such dispute to mediation under Paragraph 16(b).	
18. Standards	A(i) Title Examination: Title Commitment	Seller must provide Title Commitment at least ___ days before Closing, if there is financing, or if cash, then ___ days prior to Closing , or Closing is extended up to 5 days. Buyer has 5 days to examine. Seller has 30 days to cure (“Cure Period”)	
LEASED PROPERTY			
6(b)	Property Subject to Lease	If Property is subject to lease after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date . After delivery, Buyer may determine, in Buyer’s sole discretion, that the lease (s) or terms of occupancy are not acceptable and may terminate contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items to Seller. Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under the contract.	
18(D). Lease Information	Estoppel Letters	Seller shall, at least 10 days prior to Closing , furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenants(s) or occupant(s) – this does not apply to seasonal or short term rentals. If Seller is unable to obtain such Estoppel letter, the same information may be furnished in the form of a Seller’s affidavit in the same time period and Buyer may	

		<p>thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating the Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under the Contract.</p>	
--	--	---	--

CONDOMINIUM RIDER

1. CONDO ASS'N APPROVAL.	Condo. Ass'n Approval and Transfer	If approval is required, Buyer must be approved by the Association no later than _____ (if left blank, then 5) days prior to Closing.	
2(c) Right of First Refusal	Right of First Refusal Documents	Buyer and Seller shall, within _____ (if left blank, then 5) days after the Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right of First Refusal for either the Association or members of the Association.	
5(a) and 5(b). Non-Developer Disclosure	Disclosure	<p>(a) If 5(a) is checked, Buyer must be given, and acknowledge receipt of, Declaration of Condominium, Articles of Incorporation, Bylaws, Rules of Association, etc. More than 3 days prior to the execution of the Contract; or,</p> <p>(b) If 5(b) is checked, Buyer may make the Agreement voidable by delivering written notice of the Buyer's intention to cancel within 3 days, excluding weekends and legal holidays, after the date of execution of the Agreement by the Buyer and receipt by Buyer of a current copy of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules of the Association, and a copy of the most recent year-end financial information and frequently asked questions and answers document if so requested in writing. Any purported waiver of these voidability rights shall be of no effect. Buyer may extend time for Closing for a period of not more than 3 days after receipt of the documents listed above. Buyer's right to void the Agreement shall terminate at Closing.</p>	

HOA RIDER

Non-Developer Disclosure	Homeowner's Association/ Community Disclosure	If Disclosure summary required by section 720.401, Florida Statutes, has not been provided to the prospective purchaser before executing the Contract for sale, the Contract is voidable by Buyer's delivering to Seller or Seller's Representative written notice of the Buyer's intention to cancel within 3 days after receipt of the disclosure summary OR prior to Closing , whichever occurs first. This voidability cannot be waived. Buyer's right to void this contract shall terminate at Closing.	
1. Approval	HOA Approval of Buyer	If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association.	