



ENR COMPREHENSIVE BUYER/SELLER DISCLOSURE
AFFILIATED BUSINESS DISCLOSURE

****Signature & Initials required only from the party(s) represented by Empire Network Realty, Inc.***

Empire Customer’s full Name: _____

Empire Customer’s full Name: _____

Legal Requirements: All purchase agreements for the sale of real property are required to be in writing and signed by all parties to be enforceable. You have the right to legal counsel to review the purchase agreement and represent you prior to entering in to any purchase agreement.

Equal Housing Opportunity: The law requires that all parties be treated fairly without regards to race, color, religion, national original, sex, marital status, sexual orientation, presence of children, or physical or mental disability.

Agent: Broker will be acting as a transaction broker. Broker will deal honestly and fairly with Buyer and/or Seller, will use skill, care and diligence in the transaction, will disclosure all known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present all offers and counteroffers in a timely manner unless directed otherwise in writing. Other forms of agency are also available.

E-Sign Legislation: Execution of this Addendum and/or Sales Contract using digital signature functions for electronic documents as a handwritten signature does for printed documents. Buyer(s) and Seller(s) understand that some or all of these documents may be emailed to Buyer(s) and Sellers(s) and are legally binding documents. Passed in 2000, E-Sign Legislation provides that electronic signatures have the same legal standing as handwritten signatures.

Mold: Molds are naturally occurring organisms that may or may not present health risks to certain individuals who are exposed to molds over time. Additional information regarding mold and mold testing may be obtained from the Environmental Protection Agency (www.epa.gov) or your county public health unit.

Radon Gas: Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Lead Based Paint: If property was built prior to 1978 the Lead-Based Paint Disclosure is required to be attached. Parties are notified that exposure to lead from lead based paint may place young children at risk of developing lead poisoning.

Energy-Efficiency Rating Disclosure: In accordance with Florida Statutes 553.996 notice is hereby given that the Buyer of real property with a building for occupancy located thereon may have the buildings energy-efficiency rating determined. Buyer hereby acknowledges receipt of a copy of this Energy-Efficiency Disclosure and of the energy-efficiency rating information brochure prepared by the state of Florida, Department of Community Affairs at the time of or prior to Buyer signing the contract for sale and purchase.

Buyer’s Initials _____

Seller’s Initials _____

Home Warranty: Empire Network Realty, Inc. recommends that you obtain a home warranty on any property you purchase. Home warranties are typically for 1 year from date of purchase and are usually renewable. The Buyer and Seller of the subject property have been made aware of the advantages of purchasing a home warranty. Buyer and Seller are also aware that through the sale of a home warranty the Listing or Selling Broker and their Associates may receive a financial benefit for expenses incurred in processing, promoting the plan. Buyers and Sellers agree to hold harmless the Listing or Seller Broker and/or their Associates against any liability resulting from failure of systems and appliances that would be covered by a home warranty plan.

Home Inspection: It is fully understood that any latent defects observable or non-observable be disclosed by the Seller to the Buyer. Empire Network Realty, Inc. and its’ agents will not render a professional opinion as to any condition of the subject property. Empire Network Realty, Inc. and its Associates strongly recommend to the Buyer, that in accordance with the Inspection paragraph in the Sale and Purchase Agreement (Contract), that inspection(s) be conducted by an appropriate licensed person dealing in the construction, repair and maintenance thereof which may include if applicable that following inspection(s): Mold, radon, lead base paint, soil, and percolation tests, termite, water and well analysis, as well as septic tank inspection. A list of inspectors may be available in the yellow pages of the telephone books under the heading known as “Building Inspection Service” or under any of the related inspections above. ***Inspections shall be the sole responsibility of the Buyer(s) and any failure to make inspections shall be the sole responsibility of the Buyer(s).***

Contractors, Inspections, Lenders & Vendors: If the Buyer(s) and/or Seller(s) request the real estate Broker, Empire Network Realty, Inc. or its agents to perform any task which is beyond the scope of services regulated by chapter 475, F. S. as amended, including referring, recommending or retaining a vendor to perform any service on behalf of either party, then as consideration for Broker or its agents performing such task, the Buyer(s) and Seller(s) shall hold harmless and release the Broker and its agents from any and all liability for loss or damage, in connection with; **1-**The Broker or its agents performance of the task, **2-**The Broker or its agents referral, recommendation or retention of any vendor, **3-**Services or products provided by any vendor, unless Broker or its agents agree in writing and for valuable consideration, to accept liability for the task. Buyer(s) and/or Seller(s) assume full responsibility for selecting and compensating vendors.

Multiple Offers: Even though you may have entered into an authorized brokerage relationship with Empire Network Realty, Inc., you understand and agree that multiple offers may be presented on the property in which you make an offer, including offers through other Empire Network Realty, Inc. Sales Associates who have entered into similar brokerage relationships with other prospective buyers. A seller is under no obligation to negotiate offers in the order received and it is at the seller’s discretion as to which offer to accept, reject or negotiate. You should not assume that your offer has been accepted until a fully executory purchase agreement by both parties has been delivered to you.

Escrow: Monies place in escrow will be deposited within 3 days of receipt and held in compliance with Chapter 475, Florida Statutes. Any requirement to return said monies will be met only when the depository account has been credited for the full amount of the check from the payer institution per bank regulations and deposit restrictions. The designated escrow agent will deposit the escrowed funds in a non-interest bearing account with a financial institution chosen by the designated escrow agent.

Condominiums, Deed Restrictions & Home Owners Associations: Certain neighborhoods and communities are governed by home owners associations and have deed restrictions, rules and regulations that you may be required to be a member of and pay various fees and expenses associated with this form of ownership. The restrictions could affect your use of the property you should determine the nature of the restriction(s) prior to your purchase of the property. Empire Network Realty, Inc. recommends that you contact the Developer, Builder or Association directly prior to entering into a contract to determine any matters that are important to you, including but not limited to; whether there is any pending or threatened litigation involving the Association or whether current or anticipated repairs or improvements to the property or common elements could result in a fee assessment. As a prospective Buyer, you may be required to submit an application for approval by the association and attend an interview. Purchasers of condominiums have a three day recession period.

Buyer’s Initials _____

Seller’s Initials _____

Property Information: The square footage, homeowner association information, acreage, legal description, age lot and room sizes, zoning and mortgage status on the subject property as represented are deemed accurate, but are not warranted by Empire Network Realty, Inc. or its agents. Buys(s) and Sellers(s) agree to hold the above harmless and free of liability in the event information pertaining to one or more of the following or above is found to be incorrect or lacking: building permits, schools, the title search, deed restrictions or association documents, transmittal of mortgage data, building specifications, structural and/or public tax record data.

Meagan's Law: The Buyer(s) and the Seller(s) are hereby made aware that sexual predators may or may not live in the approximate area of the subject property and it is the parties responsibility, not the real estate licensees, to perform any and all due diligence into the matter prior to entering into a sales contract. The Florida Department of Law Enforcement has the following website: <https://offender.fdle.state.fl.us/offender/sops/home.jsf> which may assist in the search. This is only one of many resources and neither party should not rely on only one source.

Megan's Law Disclosure

Megan's Law is legislation designed to protect the public by notifying communities when a convicted sex offender moves into an area. Information including photos, identities, and addresses is available from the Florida Department of Law Enforcement (FDLE) at 850-410-7000 or online at www.fdle.state.fl.us.

The buyer is encouraged to contact the FDLE for further information.

School Districts: It is the sole responsibility of the Buyer to verify school districts for the subject Property. Information which may have been provided by Seller or Real Estate licensee(s) with regards to applicable school districts is based on historical information, is not warranted, and is subject to change and redistricting by the applicable authority. As school districts are subject to revision and final approval by school authorities, Buyer is encouraged to verify information on current and future zones prior signing an offer/ Contract for sale and purchase. While it is the responsibility of the Buyer to verify school districts for the subject property it is highly recommended that the Seller disclose any pending rezoning or redistricting which Seller may be aware of on the Seller Property Disclosure Statement and refer the Buyer to the Applicable County Public school authority for more information.

Property Taxes: Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation and Homestead Exemption contact the county property appraiser's office for information. The Buyer and Seller are made aware that through the Contract and this addendum that the property taxes may increase or decrease after closing. Florida Law provides a cap on annual assessments increases on homestead properties equal to 3% of the annual increase in the Consumer Price Index whichever is less; however, this cap only applies after the assessment to market value has been made. Please refer to the county taxing authority for exact information on Property Taxes, applicable exclusions which might be removed, re-assessment after sale, and other items which may affect the taxable value of the property. Seller and Buyer are aware that the property is sold buyer can apply for homestead if applicable to them. Please consult with your local tax authority, tax consultant, or tax attorney on this matter.

Communication Consent Form: As present and/or possible future customer (Or Client) of Empire Network Realty, Inc ("ENR") I hereby consent to receive communication from ENR and/or its agents.

Closing Cost: Upon closing the sale of Real Property, you may be required to pay additional costs, such as but not limited to: attorney fees, title insurance, taxes, escrow fees, documentary stamps, recording fees, discount points, survey charges, real estate processing and compliance fees, mortgage transfer or service fees or any other costs assumed by you the buyer(s) / seller(s). Your lender and closing agent will provide you the totals of such fees when known. Questions concerning your loan rates and costs should be addressed with your mortgage or bank representative before agreeing to the purchase of property.

Buyer's Initials _____

Seller's Initials _____

Governing Venue: Florida Laws shall govern any dispute arising out of or in any way relating to Buyer(s) purchase of real property or the relationship between Buyer(s) and Empire Network Realty, Inc. or its representatives. Venue for litigation or other proceeding involving Empire Network Realty, Inc. or its representatives shall be exclusively in Orange County Florida.

Affiliated Business Arrangement Disclosure Notice

This is to give you notice that Empire Network Realty Inc. and Empire Network Realty Associates Inc (A.K.A. Empire Network Realty) has a business relationship with **Imperium Title & Escrow, LLC**. The owner of Empire Network Realty, Inc. has an ownership interest in **Imperium Title & Escrow, LLC**. Because of this relationship, this referral may provide the owner of Empire Network Realty a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. **You are NOT required to use the provider listed as a condition for purchase or sale of the subject property.** THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS FREQUENTLY AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THE SERVICES LISTED BELOW.

Provider: Imperium Title & Escrow, LLC (fees listed below are for you reference only when you shop around to compare prices)

Title Insurance Premium:	Promulgated rate set by the Florida Department of Financial Services*
Owners Policy Surcharge:	\$3.28
Closing/Settlement Fee:	\$250-\$500**
Search Fee:	\$150.00

* Current rates for title insurance are determined by the Florida Department of Financial Services and are generally based on the purchase price of the subject property and/or the loan amount of any mortgages that are taken in the transaction.

** The Closing/Settlement fee is listed as a range. \$250 is the customary fee charged. This fee can increase to a maximum of \$500 according to the particular circumstances underlying the transaction. Settlement Fees charged on Short Sale Transactions vary significantly and are charged to the Lender not the Buyer or the Seller.

For a free, no obligation quote for your particular transaction, please contact **Imperium Title & Escrow, LLC** directly.

Acknowledgment: I/we have read this disclosure form and understand that if O/we use the services of Imperium Title & Escrow, Empire Network Realty referred me/us to purchase the above described settlement service(s) and an owner of Empire Network Realty may receive a financial or other benefit as the result of this referral.

BUYER: _____

SELLER: _____

BUYER: _____

SELLER: _____

DATE: _____

DATE: _____

Buyer's Initials _____

Seller's Initials _____