

**Disclosures, Inspection Recommendations, and Other Information**  
Information Relative to the Sale/Purchase of Real Estate

To be signed by KW  
Agent's customer  
(buyer, seller or both)

**Property Address:** 844 Campbell Avenue, Lake Wales, FL 33853

**KELLER WILLIAMS REALTY OF WINTER HAVEN** and Rick Bolden (Agent), provide this statement to you, in making an informed decision of the sale/purchase of real estate of real property in Central Florida. You should carefully read all agreements to ensure that they adequately express your understanding of the transaction. A real estate broker is the person qualified to advise about real estate. If legal, tax, or other advice is desired, consult a competent professional in that field. This form is provided for your information. Its acceptance does not obligate you to any transaction.



**BROKERAGE RELATIONSHIP DISCLOSURE**  
Florida Association of REALTORS  
**IMPORTANT NOTICE**

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.**

You should not assume that any real estate broker or sales associate represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

**TRANSACTION BROKER NOTICE**

FEDERAL LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

As a transaction broker, Keller Williams Realty of Winter Haven and its associates provides to you a limited form of representation that includes the following duties:

- 1) Dealing honestly and fairly;
- 2) Accounting for all funds;
- 3) Using skill, care, and diligence in the transaction;
- 4) Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
- 5) Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
- 6) Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
- 7) Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.



**HOME WARRANTY**

**Seller (Initial One)**

I am interested in obtaining a Home Warranty  
I decline the benefits of a Home Warranty, and I agree not to hold Keller Williams Realty of Winter Haven, broker and/or agents, liable for the repair or replacement of a system or appliance that would otherwise have been covered by a home warranty plan.

**Buyer (Initial One)**

I am interested in obtaining a Home Warranty  
I decline the benefits of a Home Warranty, and I agree not to hold Keller Williams Realty of Winter Haven, broker and/or agents, liable for the repair or replacement of a system or appliance that would otherwise have been covered by a home warranty plan.

**Signatures:**

I/We hereby acknowledge receipt of, and understand all disclosures, recommendations & information provided on this form.

X

Seller's Signature Date

X

Seller's Signature Date

X DocuSigned by:  4/2/2021 | 7:54 AM PDT

X

Buyer's Signature Date

X

Buyer's Signature Date

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**AFFILIATED BUSINESS DISCLOSURE STATEMENT**

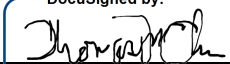
THIS IS TO GIVE YOU NOTICE that Thomas C. McLaughlin ("McLaughlin"), owner of Smart Realty of Winter Haven, LLC d/b/a Keller Williams Realty Winter Haven ("Keller Williams") has a business relationship with Smart Title, LLC. McLaughlin, and several Keller Williams agents, own Smart Associated Industry Holdings, LLC ("Associated"), which is a forty nine percent (49%) equity owner of Smart Title, LLC. Because of this relationship, this referral may provide McLaughlin, Keller Williams, its agents, and/or Associated, a financial or other benefit.

Set forth below is the estimated charge or range of charges by Smart Title, LLC for the following settlement services:

		Per Thousand
Title Insurance	From \$0 to \$100,000 of liability written	\$5.75
	From \$100,000 to \$1 million, add	\$5.00
	Over \$1 million to and up to \$5 million, add	\$2.50
	Over \$5 million and up to \$10 million, add	\$2.25
	Over \$10 million, add	\$2.00
Closing Services Fee		\$250 - \$1,000

You are NOT required to use Smart Title, LLC as a condition for purchase, sale, or refinance of the subject property. 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.

I/We have read this disclosure form, and understand that McLaughlin, Keller Williams, its agents, and/or Associated is referring me/us to purchase the above-described settlement services from Smart Title, LLC, and may receive a financial or other benefit as a result of the referral.

DocuSigned by:  
  
[Signature] BE7C5F9F04EE4C9...


[Signature]

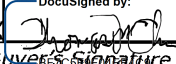
**IMPORTANT INFORMATION FOR BOTH SELLERS AND BUYERS**

- **LEGAL REQUIREMENTS:** In Florida, all contracts for real property are required to be in writing to be enforceable and to comply with the law. You have the right to have legal counsel represent you in any real estate transaction.
- **EQUAL HOUSING OPPORTUNITIES:** The broker is required by law and the NATIONAL ASSOCIATION OF REALTORS' CODE OF ETHICS to treat all parties in a property transaction fairly without regard to race, color, religion, national origin, ancestry, sex, age, marital status, presence of children, or physical or mental handicaps.
- **DISCLOSURES:** You may receive more than one disclosure form. You should read all disclosure forms carefully when presented to you.
- **HIDDEN DEFECTS:** Florida Law requires a Lead Based Paint Disclosure be provided to the Buyer before becoming obligated on a contract or lease of residential property built before 1978.
- **HAZARDOUS MATERIAL INFORMATION:** There are many hazardous materials that could affect the properties you will be shown as a potential purchase. The broker will generally have no knowledge of those hazardous materials and does not have the technical expertise to advise you of their presence or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Additional information pertaining to these substances is available from the U.S. Environmental Protection Agency.
- **CLOSING COSTS AND KELLER WILLIAMS COMMISSION:** I (We) understand and agree that at closing, additional sums will be required from the Seller/Buyer, in the form of closing costs. **These closing costs will include a broker only commission to KELLER WILLIAMS REALTY OF WINTER HAVEN of \$295.00.**

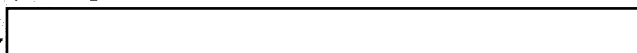
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X   
Seller's Signature Date

X  4/2/2021 | 7:54 AM PDT  
Buyer's Signature Date

X   
Seller's Signature Date

X   
Buyer's Signature Date

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**IMPORTANT INFORMATION FOR BUYERS**

- **ESCROW DEPOSITS:** Monies deposited with any Florida real estate broker must be delivered to the Escrow Agent no later than the next business day. The Escrow Agent is allowed to wait up to three (3) business days to deposit the money to the bank. Deposit refunds will be made in accordance with Florida Law and only after deposited funds have cleared.
- **CASH TRANSACTIONS:** Though not required in cash transactions, it is recommended that items such as surveys, appraisals, termite inspections, and any other inspections that may normally be required when a lender is involved be done (at Buyer's expense) for Buyer's protection. It is also recommended that Buyer(s) purchase and maintain and hazard insurance policy to cover risks/liability on the property being purchased with the insurance company of their choice.
- **INSPECTIONS:** As a prospective homebuyer, you may not be sophisticated in identifying problem areas in your potential new home. We recommend that you obtain an independent home inspection by a professional home inspector of your choice. Here are a few areas that home inspectors look at:
  1. **Structural:** Home inspectors are not structural engineers but can identify visual defects in the areas requiring immediate repairs.
  2. **Electrical:** Do the outlets work? Does the house use fuses or is there a breaker box? Are there any visible signs of fraying on the wiring?
  3. **Plumbing:** Are there any leaks or annoying drips? Are the mechanical systems and fixtures working properly?
  4. **Built-In Appliances:** Are they functioning properly?
  5. **Safety Hazards:** Home inspectors are not environmental specialists, but they often can identify many safety hazards or dangerous conditions.
  6. **Miscellaneous:** Other items may not be included in a standard home inspection. Some of these may be: septic systems, roofs, draining problems, wood decks, patios or other exterior structures. Be sure to verify which, if any, of these items are not included in your home inspection.
  7. **Normally NOT Included:** Termite, geological or land subsidence surveys and environmental or pollution inspections which should be completed separately for your own protection.

➤ (Please Initial One) 

DS <i>[Signature]</i>	

 **I WILL have a home inspection performed**  
 **I WILL NOT have a home inspection performed**

- **MULTIPLE OFFERS:** Even though you may have entered into an authorized brokerage relationship with KELLER WILLIAMS REALTY, you understand and agree that multiple offers may be presented on the property on which you make an offer, including offers through other KELLER WILLIAMS REALTY 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 executed contract has been delivered to you.
- **SCHOOL DISTRICTS:** At some point in the transaction, you may be provided with information regarding the school boundaries for a particular property. Due to school overcrowding in certain areas, school boundaries are subject to change. As a result, the information available to the Seller or the REALTOR may not be accurate or current, even though it appears to be from a reliable source. If this information is important to you, contact the local school board directly to verify the correct school boundaries for the particular property prior to entering into a contract.
- **SEXUAL OFFENDERS:** pursuant to Florida law, the Florida Department of Law Enforcement (FDLE) is required to maintain a list of sexual predators and sex offenders to enable the public to request information about these individuals who may be living in their communities. Buyers who deem this information important should contact FDLE prior to entering into a contract at 1-888-357-7332 (toll free), via email at [sexpred@fdle.state.fl.us](mailto:sexpred@fdle.state.fl.us), or via the Internet at [www.fdle.state.fl.us/sexulpredators](http://www.fdle.state.fl.us/sexulpredators).

**BUYER(s)'s ACKNOWLEDGMENT:**

I/We hereby acknowledge receipt of, and understand all disclosures, recommendations & information provided on this form.

DocuSigned by: 

<i>[Signature]</i>	4/2/2021   7:54 AM
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 PDT  
 Buyer's Signature  Date