

REALTY HUB Comprehensive Disclosure – Buyers and Sellers

1. **CONTRACTS.** All contracts for sale or lease of real property are required to be in writing and fully executed by all parties to be legally enforceable. Realty HUB recommends that you consult an attorney prior to entering into this or any contract.
2. **ESCROW.** Buyer and Seller are hereby notified that Realty HUB does not accept any escrow or earnest money deposits.
3. **SCOPE OF AGENT'S AUTHORITY AND RESPONSIBILITY.** REALTY HUB Agents shall have no authority to bind either Buyer or Seller to any modification or amendment of or any Agreement. Agent shall not be responsible for performing any due diligence or other investigation of any Property on behalf of either Buyer or Seller, or for providing either party with professional advice with respect to any legal, tax matter of any nature including property and personal taxes, engineering, construction or hazardous materials issues. Except for maintaining the confidentiality of any information regarding Buyer or Seller's financial condition and any future negotiations regarding the terms of this or any Agreement, Buyer and Seller agree that their relationship with Agent is at arm's length.
4. **BROKER DISCLAIMER.** Buyer and Seller acknowledge that, except as otherwise expressly stated herein, REALTY HUB Agent has not made any investigation, determination, warranty or representation with respect to any of the following (as applicable): (a) the financial condition or business prospects of any tenant, or such tenant's intent to continue or renew its tenancy in the Property; (b) the legality of the present or any possible future use or zoning of the Property under any federal, state or local law; (c) pending or possible future action by any governmental entity or agency which may affect the Property including deed restrictions; (d) the physical condition of the Property, including but not limited to, soil conditions, the structural integrity of the improvements, and the presence or absence of fungi or wood-destroying organisms; (e) the accuracy or completeness of income and expense information and projections, of square footage figures, and of the texts of leases, options, and other agreements affecting the Property; (f) the possibility that lease, options or other documents exist which affect or encumber the Property and which have not been provided or disclosed by Seller; or (g) the presence or location of any hazardous materials on or about the Property, including, but not limited to, asbestos, PCB's, or toxic, hazardous or contaminated substances, and underground storage tanks. Buyer agrees that investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible thereof. Buyer further agrees to reaffirm its acknowledgment of this disclaimer at Closing and to confirm that it has relied upon no representations of Agent in connection with its acquisition of the Property.
5. **MOLD & LEAD BASED PAINT DISCLOSURES.** Seller and Buyer acknowledge these disclosures, if and when applicable, will be included in a Purchase Agreement for the property.
6. **SEXUAL OFFENDERS.** Information concerning sexual offenders can be obtained from the Florida Department of Law Enforcement.
7. **Broker Price Opinion (BPO)** – Buyer and Seller acknowledge that only REALTY HUB agents who hold the BPOR certification are authorized and qualified to perform a BPO.
8. **SCHOOL DISTRICTS.** Information concerning public schools is maintained by the Florida Department of Education.
9. **HOME WARRANTY.** REALTY HUB recommends buyers obtain a home warranty to protect against unanticipated repairs.
10. **Property Tax Disclosure** – 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, contact the county property appraiser's office for more information.
11. **GOVERNING LAW: VENUE.** The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. In case of any controversy or dispute in the interpretation of this Agreement, both parties agree and accept to be subjected to the jurisdiction and competence of the State of Florida, Orange County, Florida, forsaking any other jurisdiction which either party may claim by virtue of its residency.

Seller Signature _____

Date: _____

Seller Signature _____

Date: _____

Buyer Signature _____

Date: _____

Buyer Signature _____

Date: _____