



## BROKERAGE RELATIONSHIP DISCLOSURE FORM TRANSACTION BROKER NOTICE



**This form does not establish the terms of any agency or brokerage relationship agreement between the broker and buyer or seller.**

As a transaction broker, Downing-Frye Realty Inc. and its Licensees  
(Name of Brokerage)

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 counter-offers 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 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.

Michael J. Peel      November 7, 2023  
(Signature)      (Date)

\_\_\_\_\_  
(Signature)      (Date)

To request a Code lien search go to:

[www.colliergov.net/code](http://www.colliergov.net/code)

- Click on **Lien Search/Payoff Request** or call (239) 252-2440
- Lien Search Fee is \$25.00 per property address.



## Helpful Phone Numbers

Code Enforcement 239-252-2440

Business Center 239-252-2400

Contractor Licensing 239-252-2909

Helpful Websites

[www.colliergov.net/code](http://www.colliergov.net/code)

Updated 12/2014

## Know What You are Buying

In the State of Florida there are thousands of homes being bought and sold every year.

How does a prospective buyer know if the home or property they are buying meets Collier County's current Florida Building Codes and zoning regulations, or if it has existing code violations, fines, or liens?

New property owners are responsible for correcting code violations, and for paying any fines or lien amounts owed, even when a violation occurred before they purchased the property.

The cost to the new homeowner can be thousands of dollars. The best solution is to work with your Real Estate professional and request a home inspection and lien search **before** closing.



## Thinking of Buying a Home or Investment Property?



### Protect your investment!

- \* Obtain a home inspection
- \* Order a code lien search
- \* Obtain payoff information on outstanding code liens

**These three actions can save you thousands of dollars**

## Property Inspection for Code Violations

Code property inspections look for un-permitted improvements, non-conforming structures, open permits and verify zoning requirements. The inspections can be performed by a Florida licensed contractor or home inspector for either the property owner or prospective buyer.

### The Seller

A property owner considering selling his/her property can arrange for a property inspection to determine whether code violations exist in advance of marketing the property for sale. This allows the seller time to correct any violations to avoid issues arising later with potential buyers.

### The Buyer

Upon considering purchase of a property, a buyer should always have a property inspection completed. Most sales contracts allow the buyer a contingency for property inspections. The buyer should assure that his/her inspector inspects for un-permitted improvements, non-conforming structures, zoning appropriate for the structure/intended use, and open permits. **All existing code violations, fines, and liens go with the property and become the responsibility of the new owner when sold.**



## Property Inspections Review

- The number of structures permitted on the property
- If there are any non-conforming structures or uses on the property
- Any open permits without final inspections
- Unpermitted additions that have been added to the residence

### Code lien searches

Detailed information on the records of a property, such as fines owed, liens, and unresolved code violation cases are researched when requested.

The property may have open Code Enforcement cases with violations that were never corrected and are accumulating daily fines.

If a property has a lien, it may be difficult to sell, refinance, or borrow against it. Liens are recorded on the property and are the responsibility of the property owner.



Downing-Frye Realty, Inc.

Brokerage Disclosures: These are **REQUIRED of ALL sellers and buyers** in order to supply all customers with vital information and guidance.

1. **WIRE FRAUD:** Downing-Frye Realty, Inc.'s associates do NOT initiate, forward or handle wiring instructions. All wiring instructions MUST be generated by closing agents (attorneys or title companies) and communicated to customers directly.  
Since there has been a marked increase in wire fraud, we encourage all customers to telephone the closing agent **BEFORE** wiring and **VERIFY** all such instructions.
2. **RECORDING DEVICES:** All sellers, buyers and prospects must be aware that video and audio recording devices are now common. It is important to note that while viewing properties or attending Open Houses, recording devices may be present – with or without posted notice. All Downing-Frye Realty, Inc.'s associates are herewith informing all customers about this possibility via this notice.

Your signature indicates **ACKNOWLEDGEMENT** of receipt of this notice and its information.

*Michael J. Peel*

November 7, 2023

Signature

Date

Michael J Peel Living Trust

Printed Name

Signature

Date

Printed Name





## Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

### But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an EnergyGauge® rating on the house.

Since 1994, there has been a voluntary, statewide energy-efficiency rating system for homes in Florida. Prospective homeowners just like you, all around the state, are getting their homes rated before they make their purchase.

### There are several very important reasons why:

▲ **Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency.** You get detailed estimates of how much your energy use will cost.

▲ **Energy ratings give you clear and specific information that lets you compare similar homes on their energy use.** Two homes might look similar, but one may be efficient and comfortable, and the other an energy-guzzler with a very uncomfortable interior.

# Thinking About Buying a Home? Get An EnergyGauge® Rating!

## Consider the Benefits:

- ▲ More Home for Less Money
- ▲ Tested Quality Construction
- ▲ Enhanced Indoor Comfort
- ▲ Superior Energy Efficiency
- ▲ More Environmental Sustainability
- ▲ Improved Mortgage Options
- ▲ Greater Resale Value

▲ Maybe most important of all, **the national Home Energy Rating System (HERS) Index on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits.** Some lenders may offer special financing.

### Before buying your next home, hire a Certified Energy Rater to do a rating.

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-use in a home and determine efficiency. Because energy costs can equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

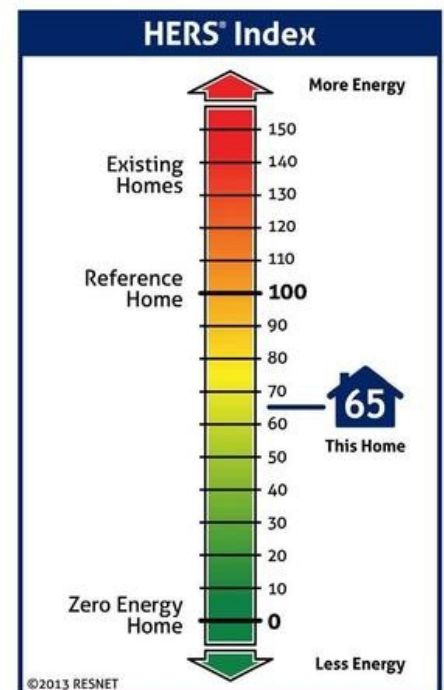
You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer

a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

### Here's how the EnergyGauge® program works.

After the rating, you'll get an easy-to-read form like the one on the next page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size, with the same number of bedrooms available in your part of the state today.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center®. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes.





## Beyond a home energy rating, how can you reduce your energy use and save money?

That's easy. While the design and construction of your home, and the efficiency of its appliances and equipment, control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

## Florida's program parallels national activities.

The Residential Energy Services Network (RESNET) sets the national standards for the Home Energy Rating System (HERS), and the Florida Solar Energy Center's Energy Gauge system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

## Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1422, or visit our Web site at [www.floridaenergycenter.org](http://www.floridaenergycenter.org).

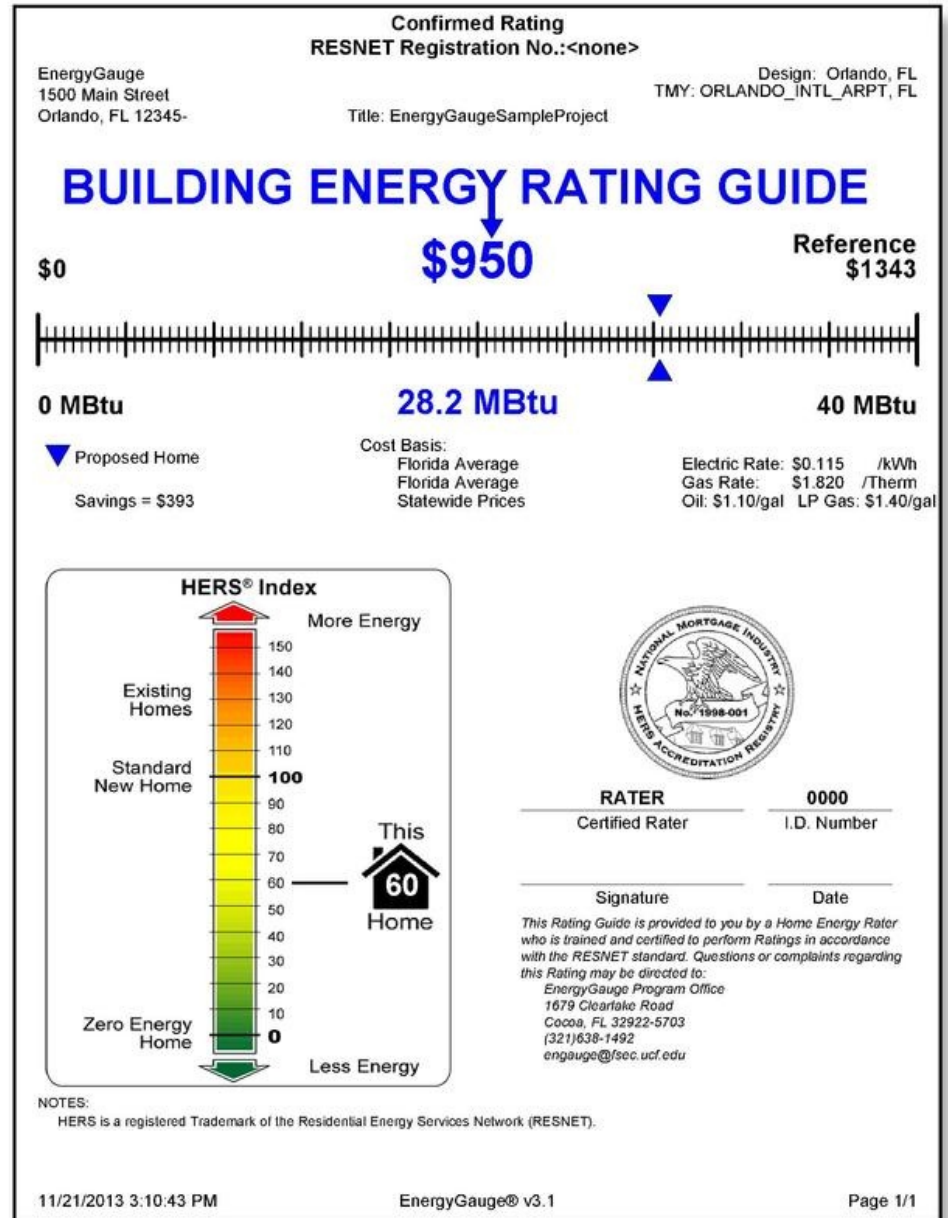
## Who does Energy Ratings?

It is important to note that only Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their

certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

## Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60. Modifications were made by the Legislature in 2013.



## The EnergyGauge® Program Building Energy Rating System

1679 Clearlake Road  
Cocoa, Florida 32922-5703  
Phone: 321-638-1422  
Fax: 321-638-1010

E-Mail: [info@energygauge.com](mailto:info@energygauge.com)  
[www.floridaenergycenter.org](http://www.floridaenergycenter.org)





## FURTHER ASSISTANCE

If you believe you have been discriminated against in a housing transaction, you may file a complaint for investigation by a public or private agency.

### Board of REALTORS®

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a home seeker who alleges discriminatory treatment by a REALTOR® in the purchase or rental of housing. Local Associations of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

### Find Your Local Board of REALTORS®

Visit: [www.nar.realtor/leadshp.nsf/vwWebAssoc?ReadForm](http://www.nar.realtor/leadshp.nsf/vwWebAssoc?ReadForm)

### U.S. Department of Housing and Urban Development (HUD)

The U.S. Department of Housing and Urban Development will review your claim and may take legal action if evidence shows that illegal housing discrimination occurred. Complaints alleging discrimination in housing may be filed by phone or online.

### HUD's Discrimination Hotline

1-800-669-9777 (1-800-927-9275 for TTY)

### HUD Online Complaint Filing

Visit: [www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)

### State or Local Human Rights or Civil Rights Agency

Your state or city may have a local government agency that will investigate your claim of discrimination.

For more information, visit: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/partners/FHAP/agencies](https://www.hud.gov/program_offices/fair_housing_equal_opp/partners/FHAP/agencies)

### Private Fair Housing Organizations

Many nonprofit fair housing groups will investigate claims of discrimination for free.

For more information, visit: <https://nationalfairhousing.org/get-local-help/>

# WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



## WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING

The sale or purchase of a home is one of the most significant events in a person or a family's life. It is more than a transaction. It shapes the hopes, dreams, aspirations, and economic destiny of those involved. Federal, state, and local laws, along with the REALTOR® Code of Ethics, protect people from discrimination when they are renting or buying a home, getting a mortgage, or engaging in other housing-related activities.

### REALTOR® COMMITMENT TO EQUAL OPPORTUNITY

The term REALTOR® identifies a licensed real estate professional who is a member of the NATIONAL ASSOCIATION OF REALTORS®. REALTORS® conduct their business in accordance with a strict Code of Ethics. Article 10 of the Code provides that REALTORS® shall not deny equal professional services to anyone because of their race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. A request that a REALTOR® act in a discriminatory manner in the sale, lease, or rental of property cannot legally or ethically be fulfilled by a REALTOR®.

### FAIR HOUSING RIGHTS AND RESPONSIBILITIES

The home seeker, the home seller, and the real estate professional have rights and responsibilities under the federal Fair Housing Act, as well as other federal, state and local laws.

#### For the Home Seeker

The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, or engaging in other housing-related activities. You have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap (disability), familial status (presence of children under 18 in the household), or national origin. Additionally, when working with a REALTOR®, you can expect that your housing search will be free from discrimination based on sexual orientation or gender identity. State and local laws may add further protections.

This includes the right to expect:

- Equal professional service from your real estate practitioner;
- The opportunity to consider a broad range of housing choices and neighborhoods;
- Fair and equal treatment in the terms and conditions for home sale and rental, including in the financing, appraising or insuring of housing;
- Reasonable accommodations in rules, practices and procedures for persons with disabilities; and
- To be free from harassment or intimidation for exercising your fair housing rights.

#### For the Home Seller

As a home seller or landlord, you are required by federal law to do business with prospective purchasers or renters without regard to their race, color, religion, sex, handicap (disability), familial status (presence of children under 18 in the household), or national origin. State and local laws may prohibit discrimination based on additional characteristics, such as veteran status or sexual orientation. You may not instruct the licensed real estate broker or agent to put any limitations on the sale or rental of property based on these characteristics, because the real estate professional is also bound by law not to discriminate.

Under the Fair Housing Act, a seller or landlord may not treat prospective buyers or tenants differently because of their race, color, religion, sex, handicap, familial status, or national origin. A seller may not, based on these characteristics:

- Advertise a preference for certain buyers or tenants;
- Falsely represent that a property is unavailable for sale or rent; or
- Establish different terms or conditions in any aspect of the purchase or rental of housing;

#### For the Real Estate Professional

Agents in a real estate transaction, whether they are REALTORS® or not, are prohibited by federal law from discriminating based on race, color, religion, sex, handicap, familial status, or national origin. In addition, the REALTOR® Code of Ethics prohibits REALTORS® from discriminating because of sexual orientation or gender identity. State and local laws may also prohibit discrimination based on additional characteristics.

REALTORS® may not, because of a client or prospective client's race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity:

- Refuse to sell or rent housing;
- Set different terms or conditions in any aspect of the sale, rental, or financing;
- Represent that housing is unavailable for inspection, sale, or rental, when in fact it is;
- Steer a buyer or renter to a particular neighborhood; or
- Make a statement or publish an advertisement indicating a preference or limitation.





## HURRICANE IAN DISCLOSURE



In September Ian, 2022, Hurricane Ian made landfall in Southwest Florida. Properties in Southwest Florida (as well as common elements or common areas) may have been affected.

Prior to entering into a Sales Contract, SELLER and BUYER are each advised to consult with their respective legal advisors, lenders and insurance companies concerning: (1) repair or restoration of property damage and landscaping; (2) pending or potential Ian-specific insurance claims; (3) levied and/or potential Ian-related condominium and/or homeowner association special assessments for repair or restoration of damage to common elements and areas in the community; and (4) financing and/or insurance coverage if Ian-related repairs or restoration cannot be completed by the Closing Date due to high demand and unavailability of appropriately licensed contractors, insurance and claims processors, lack of building materials or labor, permitting and inspection delays, and other delays beyond SELLER's control.

Michael J. Peel November 7, 2023  
(Seller's Signature) (Date)

\_\_\_\_\_  
(Buyer's Signature) (Date)

\_\_\_\_\_  
(Seller's Signature) (Date)

\_\_\_\_\_  
(Buyer's Signature) (Date)



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Approved by the Marco Island Area Association of REALTORS®, Inc. and the Collier County Bar Association. Page 1 of 6

48 E. To take reasonable precautions to prevent damage in the process of showing the Property or in permitting others to show the Property.  
49 F. To distribute such information relating to the Property as BROKER deems appropriate to other real estate brokers, and to invite the  
50 cooperation of such brokers in procuring a buyer for the Property. In the event a buyer is procured by another real estate broker (the "Cooperating  
51 Broker"), BROKER will assist the Cooperating Broker to complete the sale and shall compensate the Cooperating Broker as provided in this Listing  
52 Contract.

53 G. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☒ (1) shall enter this listing of the Property into the Multiple  
54 Listing Service(s) ("MLS") within 5 business days of the Commencement Date or 1 business day after the Public Marketing (defined below) of the  
55 Property, whichever occurs first; or ☐ (2) shall not enter this listing of the Property into the MLS. If (2) is selected, the Broker shall not market the  
56 Property outside of Broker's office including but not limited to any open houses, flyers displayed in windows, yard signs, digital marketing on public  
57 facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), use of multi-brokerage listing  
58 sharing networks, or posting on applications available to the general public (collectively, "Public Marketing").

59 H. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☐ (1) shall ☒ (2) shall not disclose the existence of offers  
60 on the Property to buyers and/or Cooperating Brokers. If disclosure is authorized and if asked, BROKER shall disclose whether the offers were obtained  
61 by the listing licensee, another licensee of BROKER, or by a Cooperating Broker.

62 I. INTERNET OPTIONS: NOT APPLICABLE UNLESS (1) IS SELECTED IN SUBSECTION G. ABOVE. [SELECT ONE OPTION IN EACH  
63 CHOICE BELOW. IF NO SELECTIONS ARE MADE, (1) SHALL APPLY IN EACH CASE]: SELLER agrees that the Property ☒ (1) may or ☐ (2)  
64 may not be displayed on the internet. SELLER acknowledges that if (2) is selected, consumers who search the internet will not see information about  
65 the Property in response to their search. If the SELLER selects option (1), SELLER further agrees as follows: that the address of the Property ☒ (1)  
66 may or ☐ (2) may not be displayed on the internet. Real estate brokers or selling licensees participating in, or subscribing to, the MLS who operate  
67 internet websites accessible to consumers, customers or clients ☐ (1) may or ☒ (2) may not display an automated estimated valuation of the  
68 Property on such websites; and ☐ (1) may or ☒ (2) may not enable users of their websites to post comments or reviews ("blogging") about the  
69 Property that are accessible to other users of the websites.

70 J. To install and use a lockbox on the Property if authorized by SELLER. SELLER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL  
71 APPLY]: ☒ (1) does or ☐ (2) does not authorize BROKER to install and use a lockbox on the Property. If SELLER authorizes use of a lockbox,  
72 SELLER acknowledges that a lockbox is not intended or designed to act as a security device to prevent unauthorized access to the Property. The  
73 lockbox is intended to facilitate marketing of the Property by other real estate licensees who participate or subscribe to any multiple listing service in  
74 which BROKER is a participant or subscriber. SELLER hereby releases BROKER, any real estate association, or multiple listing services, and any  
75 members, participants or subscribers of such organizations from any liability for any injuries, losses, expenses or costs incurred by SELLER by reason  
76 of unauthorized access to the Property resulting from use of the lockbox.

77 K. BROKERAGE RELATIONSHIP. BROKER, or licensee of BROKER, has informed and disclosed to SELLER the brokerage relationship  
78 between BROKER and SELLER. BROKER's required disclosure notice(s) have been provided to SELLER and the brokerage relationship is:  
79 \_\_\_\_\_ Transaction Broker (If left blank, transaction broker relationship shall apply.)

80 L. BROKER, and any cooperating broker or other legally authorized escrow agent, are authorized to accept and hold in escrow all deposit  
81 monies paid on the purchase of the Property, and the duties of any escrow agent relative thereto shall be in accordance with the applicable laws of the  
82 State of Florida and regulations of the Florida Real Estate Commission.

#### 83 4. SELLER'S OBLIGATIONS.

84 In consideration of the obligations of the BROKER, the SELLER agrees:

85 A. To refer immediately to BROKER all inquiries about the Property, whether those inquiries are from other brokers or any other persons or  
86 entities.

87 B. To provide BROKER, or those working by or through BROKER, access to any improvements on the Property for the purpose of inspection  
88 or presentation to prospective purchasers at reasonable hours, and to otherwise cooperate with BROKER in carrying out the purposes of this Listing  
89 Contract.

90 C. To inspect the Property from time to time and prior to any scheduled inspections and presentations, to detect and remove any safety  
91 hazard or unsafe conditions on the Property, and to otherwise take all reasonable actions and precautions to minimize risk of injury to BROKER,  
92 cooperating brokers, prospective purchasers, and authorized agents of said parties occurring on the Property. BROKER shall not be liable to  
93 SELLER for any personal injury, losses or damage suffered by cooperating brokers, prospective purchasers and authorized agents of said parties  
94 or any other third parties lawfully on the Property, or for any theft of SELLER's property by any of said other parties while on the Property. SELLER  
95 shall hold BROKER harmless and indemnify BROKER from and against any and all such liability, except with respect to liability caused by  
96 BROKER's gross negligence or intentional wrongdoing.

97 D. To comply with all applicable statutory and regulatory disclosure requirements.

98 E. To provide BROKER with all relevant information relating to the Property, including facts and conditions known to SELLER which materially  
99 affect the value of the Property. SELLER shall inform BROKER of any obligations which may affect SELLER's or BROKER's performance under this  
100 Listing Contract, and shall provide to BROKER copies of any documents containing said obligations, including, but not limited to current lease(s),



101 expired lease(s) or lease purchase options which impose a continuing liability upon SELLER to pay compensation to a party other than BROKER in  
102 the event a previous tenant/lessee purchases the Property.

103 F. To provide BROKER with a complete copy of SELLER's existing owner's title policy, if available, and unless the Property is a condominium  
104 or cooperative unit, complete copies of any survey and elevation certificate of the Property, if available.

105 G. If the listing is entered into MLS, SELLER authorizes BROKER to provide MLS with (1) factual data about the physical characteristics of the  
106 Property; (2) timely notice of status changes relating to the listing; (3) pending sales information (excluding price); and (4) the closed sales price upon  
107 the sale of the Property. SELLER grants to BROKER the right to authorize MLS to incorporate the aforementioned information into its database.  
108 SELLER and BROKER acknowledge and agree that all database compilations are owned exclusively by MLS, which shall have the sole and exclusive  
109 right to license access to the data in the database, including data about the Property, as MLS deems appropriate.

110 H. To permit interior and exterior photographs and/or videos of the Property to assist the Broker in marketing the Property.

111 I.. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any  
112 materials or content developed by BROKER, or by third parties acting on BROKER's behalf, for use in marketing the Property, including, but not limited  
113 to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and  
114 other copyrightable elements relating to the Property ("Marketing Materials"). SELLER further grants to BROKER a royalty-free, perpetual, and  
115 irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by SELLER to BROKER for use in  
116 marketing the Property. SELLER warrants that any such Marketing Materials provided by SELLER to BROKER do not violate or infringe upon  
117 the intellectual property or other rights of any other person or entity.

118 J. **Cautionary note regarding audio and/or video surveillance and recording devices:** There are Federal and Florida laws governing the  
119 use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law. SELLER  
120 agrees to inform BROKER in the event such devices are in active use on the Property.

121 K. BROKER COMPENSATION (the "Compensation"):

122 (1) To pay BROKER [FILL IN THE APPROPRIATE % AND/OR AMOUNT]: ☒ 5 % of the purchase price  
123 ☐ and \$ 375.00 OR ☐ a flat fee of \$ N/A if a buyer who is ready, willing and able to purchase the Property is  
124 procured.

125 (2) To pay BROKER [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT]: ☐ N/A % of the gross rent ☐ and  
126 \$ N/A OR ☐ a flat fee of \$ N/A if the Property is leased during the term of this Listing Contract, unless SELLER  
127 is party to a valid Exclusive Right and Authority to Lease Agreement pertaining to the Property as of the Commencement Date of this Listing Contract.  
128 Whether or not SELLER was a party to a valid Exclusive Right and Authority to Lease Agreement for the Property, if the tenant purchases the Property  
129 during his or her tenancy or within 3 months following termination of his or her tenancy, BROKER shall be paid the Compensation set forth  
130 herein at the time of the closing of any sale to such tenant.

131 (3) Cooperating Broker Compensation. BROKER has explained to SELLER:

132 (a) BROKER's policy regarding cooperation with and compensation to other real estate brokers who may be invited to assist in  
133 procuring a buyer for the Property;

134 (b) that buyer agents and brokers, even if compensated by BROKER or SELLER, may represent the interests of a buyer. Upon receipt  
135 by BROKER of the Compensation provided above in this paragraph, BROKER shall pay to any such Cooperating Broker [SELECT ONE AND FILL  
136 IN APPROPRIATE % OR AMOUNT]: ☒ 2.5 % of the purchase price or ☐ a flat fee of \$ N/A, with BROKER retaining the  
137 balance of the total Compensation to be paid by SELLER as set forth herein. BROKER's offer to cooperate with and compensate other brokers shall  
138 extend to the following types of brokers: [CHECK ALL THAT APPLY IF NONE ARE SELECTED, ALL SHALL APPLY]: ☒ Transaction Brokers;  
139 ☒ Single Agents; ☐ No Brokerage Relationship.

140 (4) SELLER understands and agrees that if the Property, or any interest therein or right of use or right to purchase is sold, contracted to  
141 be sold, exchanged or otherwise transferred (excluding involuntary foreclosure) during the term of this Listing Contract, then SELLER shall pay the  
142 Compensation to BROKER, whether such sale, exchange, transfer, or agreement therefore is procured or accomplished through BROKER or by or  
143 through any other person or entity, **including SELLER.**

144 (5) SELLER further understands and agrees that if the Property, or any interest therein or right of use or right to purchase, is sold, contracted  
145 to be sold, exchanged or otherwise transferred within 60 days after the Termination Date to anyone with whom BROKER or those working by or  
146 through BROKER, or SELLER has had contact regarding the Property prior to the Termination Date, then SELLER shall pay the Compensation to  
147 BROKER. However, SELLER's obligation to pay Compensation to BROKER shall cease if SELLER enters into bona fide exclusive right and authority  
148 to sell contract with another licensed real estate broker to become effective after the Termination Date and a sale, lease, exchange, transfer or contract  
149 to sell the Property is made during the term thereof.

## 150 5. SELLER'S SALES CONTRACT OBLIGATIONS.

151 In the event BROKER secures a buyer for the Property, and unless the sales contract provides otherwise, SELLER agrees to the following:

152 A. To provide and pay for the following when applicable:

153 (1) the title evidence as specified in the sales contract; (2) if the Property is located in Lee or Charlotte County, the premium for the owner's  
154 title insurance policy, and the charges for title search and title continuation through the date of deed recording; (3) preparation of statutory warranty  
155 deed (or special warranty deed if SELLER is a fiduciary), if applicable, bill of sale with warranties of ownership and freedom from encumbrances,  
156 Association estoppel letter(s), BROKER and Cooperating Broker compensation verifications, tenant estoppel letter(s), copy(ies) and assignment(s) of  
157 lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form sufficient to allow "gap" coverage by title insurance;

158 (4) mortgage payoff letter(s) from existing creditor/lender(s); (5) documentary stamp tax on deed; (6) BROKER's Compensation (to be disbursed by  
159 closing agent at closing); (7) utility estoppel fees, outstanding balances due, and utility services to the Closing Date; (8) any Association special  
160 assessments and governmentally imposed liens or special assessments which are SELLER's obligation under Paragraph 6, and any and all  
161 outstanding balances or fines due to any Association governing the Property; (9) SELLER's attorney fees, (10) if SELLER is subject to withholding  
162 under FIRPTA, charges associated with preparing the 8288 and 8288A and/or 8288B withholding certificate application and/or tax return related  
163 thereto, and reasonable fees to BUYER's attorney or closing agent for escrow and disbursement of withheld funds; (11) reimbursement of prepaid  
164 estoppel fees and other costs advanced on behalf of SELLER; (12) wire fees associated with transfer(s) of SELLER proceeds and payoffs; and  
165 (13) assignment of insurance and service contracts which BUYER elects to assume at closing. . Unless the Property is a condominium or  
166 cooperative, SELLER will provide a complete copy of any survey of the Property in SELLER's possession that is certified to SELLER (together with  
167 flood elevation certificate, if applicable), and if to SELLER's knowledge there are no improvements or encroachments currently located on the Property  
168 other than as shown on SELLER's survey, SELLER will sign an Affidavit of "No Change" affirming same to the buyer.

169 **B.** To convey marketable title by general or special warranty deed, or if a cooperative apartment, by applicable conveyancing instruments, free  
170 and clear of all liens and encumbrances, except those items which the buyer agrees to assume.

171 **C.** To deliver possession and occupancy of the Property on the Closing Date.

172 **D.** To prorate the following:

173 (1) real and personal property taxes based on the current year, if available. If not available, the taxes shall be based on the TRIM "Your Taxes  
174 This Year if PROPOSED Budget is Adopted" amount and current year non-ad valorem amount(s), if available, or prior year non-ad valorem amounts  
175 if current year is not available. If neither the current year tax nor TRIM amounts are available, the taxes shall be based on the prior year's bill (without  
176 discount or exemptions no longer available in the year of closing) and prorated upon receipt of the actual tax bill if requested by either party. If  
177 completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which did not  
178 exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year taxable value  
179 of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable value is not fixed, the  
180 taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the purchase price; (2) interest on  
181 any assumed indebtedness; (3) rents; (4) Association assessments and CDD/MSTU operating and maintenance assessments; (5) county waste  
182 assessments; (6) appliance service contracts assumed by the buyer; and (7) propane gas.

183 **E.** To grant to the buyer at closing a credit equivalent to the amount of any security deposit, other tenant deposits and prepaid rents held by  
184 SELLER, and any accrued interest thereon, or alternatively to convey or assign to the buyer ownership or an assignment of the account in which the  
185 deposits and prepaid rents, and any accrued interest thereon, are held.

186 **6. SELLER'S DISCLOSURES.**

187 **A.** SELLER represents and warrants that (1) to the best of SELLER's knowledge no other party has a legal or equitable ownership interest in the  
188 Property (If SELLER's interest in the Property is equitable or proprietary, or SELLER has the exclusive right to use, or has a contractual right to acquire  
189 the Property, another party may have an interest in the Property); and (2) SELLER has the authority to enter into this Listing Contract.

190 **B.** SELLER acknowledges and understands that if SELLER knows of facts or conditions materially affecting the value of the Property, which are  
191 not readily observable, SELLER has an obligation to disclose all such facts and conditions to a buyer and to BROKER. All such known facts and  
192 conditions shall be set forth in writing in Other Terms and Conditions, or by written document attached hereto and presented at the time of execution  
193 of this Listing Contract. SELLER has fully reviewed this Listing Contract and the information relevant to the Property (as shown in the listing information  
194 herein and/or the SELLER's Disclosure Statement, if applicable), and SELLER warrants, to the SELLER's best knowledge, the accuracy of the  
195 information. SELLER agrees to indemnify and hold harmless BROKER and those relying thereon for liability or damages resulting from the inaccuracy  
196 of the information, facts and conditions provided or from lack of disclosure of same.

197 **C.** SELLER ☒ does or ☐ does not elect to complete a seller's disclosure form. In the event that a seller's disclosure form is completed, SELLER  
198 agrees to update the disclosure form from time to time as the *condition* of the Property warrants.

199 **D.** SELLER ☐ is or ☒ is not a foreign person or entity as defined in the Internal Revenue Code. If SELLER is a foreign person or entity,  
200 SELLER may be subject to Internal Revenue Service withholding requirements at closing. **IF SELLER IS A FOREIGN PERSON OR ENTITY, SELLER**  
201 **IS ADVISED TO CONSULT A LEGAL AND/OR TAX PROFESSIONAL PRIOR TO EXECUTION OF A SALES CONTRACT.**

202 **E.** SELLER shall provide a Homeowners' Association Disclosure Summary to prospective buyers for each mandatory homeowners' association  
203 as required by law.

204 **F.** SELLER ☐ is or ☒ is not aware of any past casualty insurance claims made for damage to or upon the Property.

205 **G. LEAD-BASED PAINT:** Construction of the residence on the Property was commenced: ☐ prior to 1978 OR ☒ 1978 or later. If construction  
206 of the residence was commenced prior to 1978, SELLER and BROKER must complete and attach the form "Licensee Notice to SELLER/Landlord  
207 Complying with the Lead-Based Paint Law." SELLER ☐ does or ☒ does not have knowledge of lead-based paint or lead-based paint hazards in the  
208 residence. SELLER ☐ does or ☒ does not have documentation confirming the presence or absence of lead-based paint or lead-based paint hazards.

209 **H.** If the Property is located in unincorporated Collier County, SELLER acknowledges receipt of the Collier County Code Compliance Residential  
210 Program brochure.

211 **7. COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT.**

212 The Property ☐ is or ☒ is not located within a community development district (CDD) and/or municipal service or benefit taxing unit (MSTU). If the  
213 Property is located within either a CDD or MSTU, SELLER shall complete and deliver to BROKER the CDD/MSTU Assessments Disclosure for use in  
214 a potential sales contract.

215 **8. ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS.** SELLER shall pay the full amount of any  
216 Association special assessments and governmentally imposed liens or special assessments (other than CDD/MSTU assessments which are

217 addressed in the CDD/MSTU Assessments Disclosure, if applicable), which on or before the Effective Date of the sales contract are a lien or a  
218 special assessment that is certain as to (a) the identity of the lienor or assessor, and (b) the property subject to the lien or special assessment,  
219 and (c) the amount of the lien or special assessment. If as of the Effective Date of the sales contract there are any pending liens or special  
220 assessments which are not SELLER's obligation as set forth above and which were not disclosed in writing to a buyer by SELLER prior to or  
221 concurrent with the execution of the sales contract, and which exceed 1% of the purchase price, the buyer may terminate the sales contract, unless  
222 SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1% of the purchase price, and SELLER  
223 agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid.

224 **9. DEFAULT.**

225 If the transaction is not closed because of the refusal, failure or inability of SELLER to perform, or if SELLER fails or refuses to enter into a contract  
226 with a ready, willing and able buyer of the Property, SELLER shall pay the Compensation to BROKER in full upon demand by BROKER. In such event,  
227 this Listing Contract shall not be terminated, but shall continue in full force and effect. If SELLER fails or refuses to pay BROKER's Compensation after  
228 demand by BROKER, SELLER hereby grants to BROKER the right to place a lien on the Property, which right shall survive termination of this Listing  
229 Contract, and any such lien can be foreclosed in the same manner as a mortgage on real property. If deposits are retained by SELLER, 50% thereof,  
230 but not exceeding the full amount of the Compensation to BROKER, shall be paid to BROKER as full consideration for BROKER's services, including  
231 costs expended by BROKER, and the balance shall be paid to SELLER.

232 **10. LITIGATION; ATTORNEY FEES AND COSTS.**

233 In connection with any litigation concerning this Listing Contract, venue shall be in the county where the Property is located, and the prevailing  
234 party shall be entitled to recover reasonable attorney fees and court costs, including on any appeals, from the non-prevailing party.

235 **11. MISCELLANEOUS.**

236 **A.** The Property shall be offered, shown and made available for sale to all persons without regard to race, color, national origin, sex, handicap,  
237 disability, familial status, religion, sexual orientation, gender identity and any protected class under applicable federal, state and local fair housing laws.  
238 BROKER shall not be required to violate any provision of the National Association of Realtors (NAR) Code of Ethics, as amended from time to time.

239 **B.** The laws of the State of Florida shall control the interpretation and enforcement of this Listing Contract. In the event any litigation or dispute  
240 arises out of this Listing Contract, venue for resolution shall be the county where the Property is located, with the prevailing party entitled to recover  
241 from the non-prevailing party reasonable attorney fees and court costs relating thereto.

242 **C.** This Listing Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties  
243 hereto, their respective heirs, administrators, successors and assigns. This Listing Contract shall be binding and enforceable upon execution by  
244 SELLER and BROKER (hereinafter the "Effective Date"), which shall be the last date either BROKER or SELLER signs or initials this Listing Contract,  
245 and which may be different than the "Commencement Date" of this Listing Contract. Thereafter, this Listing Contract cannot be terminated or modified  
246 in any manner, except by an agreement in writing, signed by SELLER and BROKER. Signatures and initials communicated by electronic or facsimile  
247 transmission shall be binding. "Association" shall mean all homeowners associations under Chapter 720, F.S., condominium associations under  
248 Chapter 718, F.S. or cooperatives under Chapter 719, F.S. which may have authority over the Property.

249 **D.** A facsimile or electronic (including "pdf") copy of this Listing Contract and any signatures hereon shall be considered for all purposes as an  
250 original. This Listing Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable  
251 laws.

252 **E.** This Listing Contract and any addenda and amendments thereto may be signed in counterparts and said counterparts shall collectively  
253 constitute the entire agreement of the parties.

254 **11. A. OTHER TERMS AND CONDITIONS:**

255 **Seller is occupying the accessory structure on the property(guest house and garage), and would**  
256 **like to retain occupancy of the accessory structure until approximately February 28, 2024.**

257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_

260 **B. ADDENDUM:** The following Addendum/Addenda, IF ATTACHED HERETO, are incorporated into this Listing Contract:

261 ☐ **Limited Brokerage Services**

262 ☐ **Short Sale**

263 ☐ **Other:** \_\_\_\_\_

264 To the extent such Addendum/Addenda terms conflict with the terms of this Listing Contract, the Addendum/Addenda terms shall control.



265 IN WITNESS WHEREOF, SELLER and BROKER hereto have executed this Listing Contract on the day and year below provided, with each  
266 party acknowledging receipt of a copy thereof.

267 Michael J. Peel November 7, 2023 \_\_\_\_\_  
268 (Seller's Signature) (Date) (Seller's Signature) (Date)

269 Michael J Peel Living Trust \_\_\_\_\_  
270 (Seller's Printed Name) (Seller's Printed Name)

271 Seller's Mailing Address: 2244 Trade Center Way, Naples, FL 34109  
272 Seller's Contact (Home) \_\_\_\_\_ (Office) 239-254-8180 (Cell) 239-571-5006 (Fax) \_\_\_\_\_  
273 Email Address: mpeel@arcs-gh.com

274 \_\_\_\_\_ Tracy Carmignani  
275 (Authorized Broker's Signature) (Date) (Listing Licensee's Printed Name)

276 Brokerage Firm Name: Downing-Frye Realty Inc.

277 **WIRE FRAUD ADVISORY.** CYBER CRIMINALS ATTEMPTING TO STEAL LARGE SUMS OF MONEY ARE TARGETING REAL ESTATE  
278 TRANSACTIONS BY INTERCEPTING ELECTRONIC COMMUNICATIONS AND SENDING EMAILS THAT APPEAR TO BE FROM REAL  
279 ESTATE AGENTS, BROKERS, ATTORNEYS, TITLE COMPANIES, LENDERS AND OTHERS INVOLVED IN REAL ESTATE TRANSACTIONS.  
280 THESE CRIMINALS HAVE INTERCEPTED WIRE TRANSFER INSTRUCTIONS, OBTAINED ACCOUNT INFORMATION, AND, BY ALTERING  
281 SOME OF THE DATA, USED EMAILS TO CONVINCE BUYERS, SELLERS AND OTHERS TO REDIRECT THE MONEY TO A FRAUDULENT  
282 ACCOUNT. THESE EMAILS ARE SOPHISTICATED AND MAY LOOK LIKE LEGITIMATE EMAILS FROM PARTIES INVOLVED IN THE  
283 TRANSACTION. BUYER AND SELLER ARE STRONGLY ENCOURAGED NOT TO SEND PERSONAL INFORMATION, SUCH AS BANK  
284 ACCOUNT NUMBERS OR OTHER NON-PUBLIC INFORMATION, VIA UNSECURED EMAIL OR OTHER ELECTRONIC COMMUNICATION,  
285 AND TO NEVER WIRE TRANSFER MONEY WITHOUT PERSONALLY SPEAKING WITH THE INTENDED RECIPIENT OF THE WIRE  
286 TRANSFER TO VERIFY THE ROUTING AND ACCOUNT NUMBERS. BUYER AND SELLER HEREBY AGREE TO INDEMNIFY AND HOLD  
287 HARMLESS ESCROW AGENT, ANY CLOSING AGENT AND ANY BROKER ACTING IN AN AGENCY OR NON-AGENCY RELATIONSHIP  
288 RECOGNIZED UNDER CHAPTER 475, FLORIDA STATUTES, FROM ALL LOSSES, LIABILITIES, CHARGES AND COSTS INCURRED DUE  
289 TO ANY WIRE TRANSFERS OR WIRE INSTRUCTIONS WHICH RELATE TO THE TRANSFER OR ISSUANCE OF FUNDS. FOR PURPOSES  
290 OF THIS PARAGRAPH, ESCROW AGENT, ANY CLOSING AGENT AND ANY BROKER SHALL BE INTENDED THIRD-PARTY  
291 BENEFICIARIES.

## SELLER'S ESTIMATED COSTS DISCLOSURE

**Seller(s):** Michael J Peel Living Trust **Property Address:** 74 25th St. SW, Naples, Florida 34117

**NOTICE:** Please be advised that when you close on your property, you will incur closing costs. Listed below are typical closing costs. You will receive an itemization prepared for the closing. Fees will vary based upon prorations. Sellers' fees will be based upon the date before the closing day. These estimated charges are presented simply **to assist you** in planning.

**Those emboldened are frequently paid outside of closing (POC).**

### EXPENSES: GENERAL Settlement Fees

1. Preparation of the deed
2. Attorney or title company's settlement fee & Storage Fee (per agreement with attorney/title company)
3. Courier Fees, Fed Ex, etc.
4. Recording Fee: Documentary stamps on the deed .70/\$100 of sales price
5. Property Taxes (Pro-rated /per diem from Jan 1 to day before closing day)
6. **Prorated unpaid Maintenance Fee /HOA/Condo fees**
7. \$150 credit to buyer if former owner's title policy NOT provided **COLLIER COUNTY ONLY**
8. For **Lee/ Charlotte Counties**: title search, owners' title insurance & title continuation
9. Pending liens or special assessment as per contract
10. Sales Tax: as required by law
11. Broker Compensation: per contract
12. FIRPTA withholding: If seller is a non-US citizen
13. **Condo/HOA document fees: per contract**
14. Utility Service to day before/of closing
15. Final water bill
16. Estoppel letter for utilities/ special assessments: if required

### EXPENSES: When you hold a MORTGAGE.

1. Payoff of existing mortgage/s, HELOC, etc. (Per diem fee based on closing day)
2. Other: as agreed

### CREDITS to be received outside of closing:

Reimbursement of **pre-paid** insurance, deposits (utilities), property taxes, HOA/condo Fees, CDD/MSTU fees, pre-paid escrow balances.

**I hereby acknowledge receipt of this form.**

Michael J. Peel November 7, 2023  
Seller Date

\_\_\_\_\_  
Seller Date



## SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL IMPROVED PROPERTY)



Seller is obligated by Florida law to disclose to a buyer all known facts or conditions that materially affect the value of the Property which are not readily observable by a buyer. This disclosure statement is designed to facilitate Seller's compliance with Florida law and to assist a buyer in evaluation of the condition and desirability of the Property. This statement and the information contained herein do not constitute a warranty to a buyer by the Seller or any licensee involved in the sale of the Property, nor should buyer consider the information contained herein a substitute for any physical inspections of the Property. The following information is provided by the Seller and not by any licensee involved in the sale of the Property to a buyer.

**NOTICE TO BUYER: ANY DEFECTIVE INSPECTION ITEMS CONTAINED IN THIS SELLER'S DISCLOSURE STATEMENT SIGNED BY BUYER PRIOR TO BUYER'S EXECUTION OF ANY OFFER (OR COUNTER-OFFER, AS APPLICABLE), SHALL NOT BE DEEMED DEFECTIVE INSPECTION ITEMS UNDER STANDARD D.2.b. OF THE SALES CONTRACT.**

**Property Address:** \_\_\_\_\_ 74 25th St. SW, Naples, Florida 34117 \_\_\_\_\_

### 1. OCCUPANCY

- A. Owner occupied ----- ☒
- B. Tenant occupied by written or verbal lease or rental agreement. If written attach copy of same ----- ☐
- C. Unoccupied ----- ☐

How long has it been since SELLER occupied the Property? \_\_\_\_\_

YES   NO   DON'T  
KNOW

### 2. APPLIANCES AND EQUIPMENT

- (a) All appliances and equipment in working condition? If no, identify items not working: \_\_\_\_\_ ☒   ☐   ☐
- (b) Any appliances or equipment leased? If yes, Company Name: \_\_\_\_\_ ☐   ☒   ☐
- (c) Security system? ☐   ☐   ☐  
If yes, is system currently operational? ☒   ☐   ☐

### 3. ELECTRICAL SYSTEMS AND EQUIPMENT:

- (a) Damaged or malfunctioning switches, receptacles or wiring? If yes, describe nature and location: \_\_\_\_\_ ☐   ☒   ☐

### 4. PLUMBING:

- (a) Drinking water source: ☐ Public ☐ Private ☒ Well
- (b) Problems with quality, supply or flow of potable water? If yes, describe and specify: \_\_\_\_\_ ☐   ☒   ☐



**YES**   **NO**   **DON'T**  
**KNOW**

(c) Water softener, filter or purifier ☐ Leased ☒ Owned. If leased, Company Name:

Service Contract ☐ Yes ☒ No

(d) Sewage system: ☐ Public ☐ Private ☒ Septic

(e) Leaks, backups, or similar problems relating to plumbing, water and/or sewage-related items? If yes, describe nature and location: ☐ ☒ ☐

5. HEATING AND AIR CONDITIONING SYSTEMS AND EQUIPMENT:

(a) Heating system(s) ☒ electric ☐ gas ☐ solar Age: 0-2\_\_ years

(b) Water heated by ☒ electric ☒ gas ☐ solar ☐ heat recovery Age: 0-2\_\_ years

(c) Air conditioning system(s) ☒ central ☐ window/wall unit Age: \_\_\_\_ years

(d) All enclosed living areas connected to heating/air conditioning system? ☒ ☐ ☐  
If no, describe location: \_\_\_\_\_

6. ROOF:

(a) Approximate age: 0-2\_\_ years.

(b) Current roof leaks or problems with the roof, gutters or downspouts? ☐ ☒ ☐  
If yes, describe nature and location: \_\_\_\_\_

7. STRUCTURAL AND FOUNDATION:

(a) Movement, shifting, cracking, deterioration, or other structural problems with any dwelling or garage? ☐ ☒ ☐

(b) Structural problems with driveways, walkways, patios, retaining walls, seawalls and docks? ☐ ☒ ☐

If the answer to any of the above is Yes, describe and specify: \_\_\_\_\_

8. PERMITS, ADDITIONS AND ALTERATIONS:

(a) Material additions, structural changes, or any other major alterations to original improvements? ☐ ☒ ☐

If yes, were permits and/or approvals obtained? ☐ ☐ ☐

If yes, were permits closed out and finalized? ☐ ☐ ☐

(b) Any work not done in compliance with prevailing building codes or zoning regulations? ☐ ☒ ☐

If the answer to any of the above is Yes, describe and specify: \_\_\_\_\_

9. DRAINAGE, FLOODING AND MOISTURE:

(a) Water leakage, accumulation, dampness or damage within improvements? ☐ ☒ ☐

(b) Drainage problems or flooding? ☐ ☒ ☐

(c) Problems with siding or exterior cladding retaining moisture, swelling, chipping or delaminating? ☐ ☒ ☐

If the answer to any of the above is Yes, describe and specify: \_\_\_\_\_

	<u>YES</u>	<u>NO</u>	<u>DON'T KNOW</u>
<b>10. RADON; MOLD; DRYWALL</b>			
(a) Any elevated levels of radon in the residence on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Any elevated levels of mold in the residence on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Any defective drywall on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Any reports, notices, or documentation of the existence of possible defective drywall on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to any of the above is Yes, describe and specify: _____			
_____			
<b>11. TERMITES, WOOD ROT, PESTS, WOOD-DESTROYING ORGANISMS:</b>			
(a) Any infestation or damage? If yes, describe type and location: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Property currently under service contract, warranty or other coverage?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Company: <u>Home Team Pest Defense</u>			
Type of coverage <input type="checkbox"/> re-treatment and repair or <input type="checkbox"/> re-treatment only or			
<input checked="" type="checkbox"/> preventative maintenance contract			
Is service contract, warranty or other coverage transferable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>12. INSURANCE:</b>			
(a) Any insurance claims made upon the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) If Yes, the claim was for: <input type="checkbox"/> water damage/flood <input type="checkbox"/> fire <input type="checkbox"/> wind <input type="checkbox"/> theft <input type="checkbox"/> injury			
<input type="checkbox"/> sinkhole damage <input type="checkbox"/> Other			
(c) Explain any insurance claim(s) shown in (b) above: _____			
_____			
(d) If any insurance claim was made for sinkhole damage, was the claim paid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Note: Florida law requires a seller disclosure to prospective buyers if the seller has ever made an insurance claim related to sinkhole damage, the seller must disclose whether the claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.</i>			
(e) If any sinkhole claim was paid, were all the proceeds used to repair the damage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If the answer to any of the above is Yes, describe and specify: _____			
_____			
<b>13. PRIVATE SWIMMING POOL AND SPA:</b>			
(a) Spa? If Yes, source of heat: <input type="checkbox"/> electrical <input type="checkbox"/> solar <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: If other, type: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Swimming pool heated? If Yes, source of heat: <input type="checkbox"/> electrical <input type="checkbox"/> solar <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: If other, type: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Current leaks/unusual loss of water? If yes, describe nature and location: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____			
(d) Problems with pool or spa filtration systems? If yes, describe: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____			

	<u>YES</u>	<u>NO</u>	<u>DON'T KNOW</u>
(e) Any non-functioning or malfunctioning pool or spa equipment? If yes, describe: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Pool or spa issued a certification of substantial completion after October 1, 2000? If yes, check those that apply: <input checked="" type="checkbox"/> enclosure that meets pool barrier requirements <input checked="" type="checkbox"/> required door locks <input checked="" type="checkbox"/> required door and window exit alarms <input type="checkbox"/> approved pool safety cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Pool/spa professionally serviced? Company Name: _____ <small>Pool is currently under construction. Will have a professional cleaning service. All equipment will be in working order.</small>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### **MULTI-FAMILY (CONDOMINIUM/COOPERATIVE) PROPERTIES**

##### 14. FIRE SPRINKLER/LIFE SAFETY SYSTEM/RETROFIT:

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| (a) If the property is located in a condominium or cooperative building, are you aware of any requirement for the building to be retrofit with fire sprinkler or other safety systems in the future?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) If the above answer is "Yes," has the association voted to waive retrofitting the building (or just the individual units if the building is over 75 feet in height) with such systems?<br>Note: If "Yes," copies of the Notice of Association Waiver must be provided to buyers. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

#### **SINGLE FAMILY PROPERTIES**

##### 15. SOIL, TOPOGRAPHY, LANDSCAPE AND BOUNDARIES:

- |  |                          |                                     |                                     |
|--|--------------------------|-------------------------------------|-------------------------------------|
| (a) Any portion of the Property filled or used as a landfill?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) Any sliding, earth movement, sinkholes, upheaval, or earth stability expansion soil problems?            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) Any drainage, water infiltration, flooding or grading problems on the Property?                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (d) Do you know in which FEMA-designated flood zone the Property is located?                                 | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (e) Presence on the Property of any Prohibited Exotic Plant Species?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (f) Any encroachments of neighboring property improvements, unrecorded easements, or boundary line disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
- If the answer to any of the above is Yes, describe and specify: \_\_\_\_\_

##### 16. IRRIGATION SYSTEMS AND EQUIPMENT:

- |  |                                     |                                     |                          |
|--|-------------------------------------|-------------------------------------|--------------------------|
| (a) Irrigation system: <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private Source: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (b) Any non-functioning or malfunctioning equipment?<br>If yes, describe: _____                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

##### 17. TOXIC AND HAZARDOUS WASTE

- |   |                          |                                     |                          |
|---|--------------------------|-------------------------------------|--------------------------|
| (a) Any underground tanks or toxic or hazardous substances (structure or soil) such as asbestos, polychlorinated biphenyls (PCBs), methane gas, radon, benzene, lead-based paint, toxic or pathogenic mold or others? If yes, describe nature and location: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|



	<u>YES</u>	<u>NO</u>	<u>DON'T KNOW</u>
(b) Any prior use of the Property for agriculture, storage of vehicles or equipment, or commercial uses? If yes, describe nature and location: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<b>18. WETLANDS AND ENVIRONMENTALLY SENSITIVE AREAS:</b>			
(a) Any wetlands located on the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Any wetlands determination report or application for environmental resource permit ever been filed or received as to the Property? If your answer to (b) above is Yes, if the report or permit is available to you, attach a copy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Any mangroves, archeological sites, protected species or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) If located near the coast, does the Coastal Construction Control Line touch the Property? If the answer to any of the above is Yes, describe and specify: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<b>19. SURVEY, ELEVATION CERTIFICATE, PRIOR OWNERS POLICY:</b>			
(a) Do you have a survey to provide to the Buyer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Do you have an Elevation Certificate to provide to the Buyer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a prior owner's title policy to provide to the Buyer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>20. ADDITIONAL SELLER COMMENTS:</b>			
_____			
_____			

**SELLER'S REPRESENTATION:**

Seller represents that, to the best of Seller's knowledge, the information contained herein with respect to the condition of the Property is accurate and complete as of the date signed by Seller. Seller hereby authorizes the listing broker to provide this information to prospective buyers of the Property and to cooperating brokers and licensees. If there are any material changes in the answers to the questions contained herein, Seller agrees to promptly update this Seller's Property Disclosure Statement and to provide to the listing broker and prospective buyers a revised copy of the same.

Michael J. Peel November 7, 2023  
(Seller's Signature) (Date)

\_\_\_\_\_  
(Seller's Signature) (Date)

Michael J Peel Living Trust  
(Seller's Printed Name)

\_\_\_\_\_  
(Seller's Printed Name)

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

Buyer acknowledges receipt of this Seller's Property Disclosure Statement, and understands that any Defective Inspection Items contained in this Seller's Disclosure Statement signed by Buyer prior to Buyer's execution of any offer (or counter-offer, as applicable), shall not be deemed Defective Inspection Items under Standard D.2.b. of the Sales Contract. Buyer further acknowledges that there may be conditions unknown to Seller. No representations concerning the condition of Property are being relied upon by Buyer except as disclosed herein or stated in the sales contract.

\_\_\_\_\_  
(Buyer's Signature) (Date)

\_\_\_\_\_  
(Buyer's Signature) (Date)

\_\_\_\_\_  
(Buyer's Printed Name)

\_\_\_\_\_  
(Buyer's Printed Name)