

## Comprehensive Rider to the Residential Contract For Sale And Purchase

If signed by all parties, the following terms are added to the Florida Bar Residential Contract For Sale And Purchase between \_\_\_\_\_ (SELLER) and \_\_\_\_\_ (BUYER), for the property located at \_\_\_\_\_.

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

### K. "AS IS"

#### 1. Seller's Responsibilities and Limitations:

(a) The following sections are removed: Paragraph 9(a)(i) (General Repair Limit), Paragraph 9(a)(ii) (WDO Repair Limit), Paragraph 9(a)(iii) (Permit Limit), Paragraph 11 (Property Maintenance), and Paragraph 12 (Property Inspection and Repair).

(b) Seller must still disclose any known issues under Paragraph 10. Except as stated in this Rider:

- Seller has not received any written or verbal notice from government agencies about uncorrected building, safety, or environmental code violations.
- Seller makes no promises or warranties, either stated or implied, about the property's condition or history.
  - (c) Buyer agrees to release Seller and all real estate agents involved from any responsibility for damage or issues with the property's condition discovered after closing, to the extent allowed by law. These terms remain valid after closing.

#### 2. Inspection Period and Right to Cancel:

(a) Buyer has \_\_\_\_\_ days (15 days if left blank) from the contract's effective date ("Inspection Period") to inspect the property. Seller must provide utilities during this time so inspections can be completed.

(b) If the contract is canceled or fails to close, Buyer must repair any inspection damage, restore the property to its prior condition, and provide Seller with receipts for the work.

(c) If Buyer decides, at their sole discretion, that the property is not acceptable, they may cancel this contract by giving written notice to Seller before the Inspection Period ends. If canceled on time, Buyer will get their deposit back, releasing both parties from further obligations (except as otherwise stated in this Rider).

(d) If Buyer does not give timely written notice to cancel, they are considered to have accepted the property "as is." In that case:

- Paragraph 12(b) is deleted.
- Buyer waives Seller's responsibility for repairs, replacements, treatments, remediation, or resolving expired/open permits.
- Buyer accepts the property in its existing condition, including any building, safety, or environmental code violations.
- Buyer is responsible for any repairs or improvements required by their lender.

#### 3. Property Maintenance, Access, and Assignment of Contracts/Warranties:

Seller must maintain the property, including lawn, landscaping, and pool, in the same condition as of the effective date, except for normal wear and tear or casualty loss ("As Is Maintenance Requirement").

Seller must give Buyer, Buyer's representatives, lenders, inspectors, and appraisers reasonable access to the property for walk-throughs and inspections before closing.

At no cost, Seller must transfer any assignable warranties, service contracts, and maintenance agreements on the property to Buyer. If requested, Buyer may do a final walk-through to confirm property condition and presence of personal property before closing. At Buyer's choice and expense, Seller shall also assign all eligible repair, maintenance, and treatment contracts at closing.