

COLDWELL BANKER VANGUARD REALTY

Disclosure to Seller

PRINCIPAL RESIDENCE: Under Florida law, the sale of a principal residence requires seller's spouse to sign the deed even if Seller's spouse's name is not on the seller's present deed. If applicable, the seller's spouse will sign this Disclosure to confirm his or her willingness to sign the deed required for closing.

LEGAL AUTHORITY AND CAPACITY TO CONVEY: Seller represents that Seller has legal authority and capacity to convey the Property located at: 214 Chasewood Dr St Augustine FL 32095

PHOTOGRAPHIC WAIVER

Seller authorizes Broker or does not authorize Broker to have the Property professionally photographed (including video should Broker deem appropriate).

If property is currently tenant occupied, then Seller will obtain written consent from tenant for the following and provide such consent to Broker.

To hold an open house to allow prospective buyers to view the Property. If Seller is unable to obtain such authorization, Broker shall not hold an open house of the Property. NOTE: Tenant's consent to allow Broker to hold an open house does not obligate Broker to do so.

AUDIO & VIDEO RECORDING

Seller agrees not to engage in any audio recording of anyone including, but not limited to, a buyer, buyer's representatives, buyer's broker, inspectors or appraisers when any of them are on the Property without Seller obtaining the advance written consent of all persons affected. Pursuant to Florida Statute 934, you must obtain the consent of all persons affected for audio recordings and, for video, Seller should post a written notice in a conspicuous place stating that a video surveillance system has been installed for the purpose of security for the premises "when a person has a reasonable expectation of privacy". The Property does or does not have an active audio surveillance system; and does or does not have an active video surveillance system. Seller agrees to indemnify and hold harmless NEFMLS, Broker, and Broker's agents from all losses, damages, costs and expenses, including reasonable attorney's fees, which may be incurred because of third party claims resulting from Seller's failure to abide by the foregoing.

HOMEOWNERS ASSOCIATION / COMMUNITY DEVELOPMENT DISTRICT

Seller represents that the Property is or is not located within a Homeowner's Association.

Seller represents that the Property is or is not located within a Community Development District.

and that no other person or entity has an ownership interest in the Property. If the Property is held in a trust or in a limited liability company ("LLC"), Seller agrees to provide the closing attorney/settlement agent with a copy of the trust or operating agreement for an LLC upon request.

HOME WARRANTY: Sellers agree they have been advised of the benefit of offering a Home Warranty as part of the sale. They represent they have declared all pre-existing defects to the buyer and all items for which coverage is provided are in satisfactory operating condition. They agree to hold Coldwell Banker Vanguard Realty and their licensees harmless no matter what decision is made concerning purchasing or not purchasing a home warranty.


DOCUMENTATION AND MARKETING FEE: Due to Florida and Federal government regulations and guidelines designed to better protect and benefit the consumer in real estate transactions, the documentation and cost to complete such a transaction has increased substantially. We are ethically and professionally required to participate in strict disclosure of all matters including but not limited to agency, sink holes, lead based paint, wells, septic tanks, zoning, and environmental concerns.

As a professional Florida brokerage, we are also required to maintain and store all consumer records of transactions for audit at any time and by any local, state, or federal government agency that should see fit to audit or make an inquiry.

The marketing and documentation fee of \$395 will not completely cover, but should in a minimal fashion, offset the costs we incur for giving enhanced representation and service to all of our sellers and buyers. The fee will be charged on all Coldwell Banker Vanguard Realty listings and sales and will be collected as part of the closing process. For your benefit, we will maintain documentation of each transaction for a period of five (5) years.

NO REPRESENTATIVE, COLLECTIVE OR CLASS ACTION PROCEEDINGS: Any arbitration that is brought may not allow for the consolidation of more than your claims. The arbitrator may not preside over any form of representative, collective or class action proceeding, all of which are hereby expressly waived and precluded.

AFFILIATED BUSINESS AGREEMENTS: Coldwell Banker Vanguard Realty has Marketing Service Agreements (MSA's), Joint Ventures (JV's) and other Affiliated Business Agreements with several vendors who may provide services for you during the transaction. These vendors include mortgage providers, closing and title agencies and home warranty providers. You may elect to use the services of these vendors, or you may select alternate providers.

Seller  _____
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Date 9/17/2024

Seller _____

Date _____

May 2024