

## **Sotera Living LLC Seller(s) Disclosure Addenda**

DATED: \_\_\_\_\_

SELLER(S): \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

In accordance with Sotera Living LLC” pledge to serve our Clients honestly and fairly, Sotera Living LLC and it’s Brokers, Realtors, Licensees, Affiliates, and Employees have prepared this disclosure addendum to inform Seller(s) of the following items.

**Please read with care. If you do not understand this or any other real estate document, please consult with a Real Estate Attorney as Sotera Living LLC and it’s Brokers, Realtors, Licensees, Affiliates, and Employees do not provide legal advice.**

**CONDITION OF PROPERTY:** Sotera Living LLC and it’s Brokers, Realtors, Licensees, Affiliates, and Employees will not render a professional opinion as to the condition of the Property being purchased. Sotera Living LLC and it’s Brokers, Realtors, Licensees, Affiliates, and Employees **RECOMMENDS** to the Seller(s), in accordance with the Residential Contract for Sale and Purchase that an inspection by a **PROFESSIONAL HOME INSPECTOR** of the Property be completed. Failure to complete an inspection shall be the sole responsibility of the Buyer.

**HOMEOWNERS PROPERTY TAX ASSESSMENT:** “Amendment 10” of the Florida Constitution provides that the homestead property’s assessed value is to return to its true fair market value upon the transfer of the deed to the property. This could result in a substantial increase in the property’s assessment, which in turn could result in a substantial increase in the property tax and/or monthly escrow requirements resulting in an increase of mortgage payment. The Buyer acknowledges that the Buyer has not relied on any verbal representations from the Seller, Broker or any of their representatives with respect to property tax assessment and that the Buyer is responsible to make their own investigation of any such matters with the local county property appraiser’s office.

**PROPERTY INFORMATION:** In the event that information pertaining to any or all of the following: property dimension, age, legal description, room sizes, property tax information and/or mortgage status is found to be incorrect or inaccurate as a result of survey, title search, transmittal or mortgage, building specifications or through any other source or document, Seller(s) acknowledge that Sotera Living LLC and it’s Brokers, Realtors, Licensees, Affiliates, and Employees does not in any manner warrant, guarantee, or provide verification for any such information.

**HOME WARRANTY:** Seller(s) do hereby acknowledge that they have been advised of the advantages of purchasing a Home Warranty. Buyer and Seller agree to hold Sotera Living Brokers and its agents/licensees and owners harmless for any responsibility or liability involving any item that could have been covered under an appropriate Home Warranty.

**RECORDS PROCESSING AND RETRIEVAL:** Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees processes paperwork related to your file with transaction coordinators and administrative employees; some of these services including storage and retrieval, evaluation and compliance review, transaction processing that are not included in our usual commission charge therefore we will collect additional commission in the amount of \$250.00 US from the Buyer(s) and or Seller(s) at closing. State and Federal regulations require record storage for 5 years. If you should need copies of your real estate documents within the 5 year period they are available and can be retrieved and copied for your use. This amount will be on your final ALTA produced by the closing agent.

**TERMITES:** Neither Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees are experts concerning termites or other wood destroying organisms or their presence upon or in any home, structure or portions of any property. Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees make no representation or warranty concerning the presence of wood destroying organisms upon or in the property to be purchased. Since these organisms can cause damage to a structure, we recommend to the buyer that a wood destroying organism inspection of the property be ordered and reviewed and is up to the Buyer's sole discretion to determine if the property is suitable to proceed with the sales transaction.

**SELLER'S PROPERTY DISCLOSURE:** Seller is hereby advised that Florida law requires sellers to fully disclose facts known to Seller that is materially affecting the value of the Property. Seller is further advised that Seller's failure to complete a written disclosure form may be adverse to the Seller's interest by potentially exposing Seller to increased risk of liability and may be detrimental to the marketing of the property and contract negotiations.

**MOLD DISCLOSURE AND WAIVER:** Mold contaminants may exist in the property of which the Broker or Agent(s) is unaware. These contaminants generally grow in places where there is or may have been excessive moisture. It is solely up to the Buyer to complete any and all property inspections and solely up to the Buyer to determine if the property is suitable to proceed with the sales transaction. Buyer agrees to hold Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees harmless in the event any mold contaminants are discovered in or on the property prior or after the sales transaction closing. Client understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated at high levels in the living environment. The only way to determine if a mold like substance is truly mold or is present at high levels is through sample collecting and analytical testing.

**SCHOOL BOUNDARIES:** Buyer acknowledges that the county school board can modify and/or change the public school boundaries at any time and those boundaries are usually reexamined by the school board on an annual basis. Buyer acknowledges that Buyer has not relied on any verbal representations from the Seller, Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees with respect to school boundaries and that the Buyer is responsible to research any such matters with the school board.

**LEAD-BASED PAINT DISCLOSURE:** For properties built prior to 1978 the possibility of lead based paint exists. Sellers must disclose any knowledge of lead-based paint on a separate disclosure form.

**BEYOND THE SCOPE OF SERVICES DISCLOSURE:** If the Buyer and Seller requests the Broker to perform any task which is beyond the scope of services regulated by Florida Statute 475 then the Buyer and Seller shall hold Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees harmless and release them from any and all liability for loss or damages in connection with: a) The Broker's performance of the task b) The Broker's referral, recommendation or retention of any vendor. c) Services or products provided by any vendor. d) Expenses incurred by any vendor.

**HURRICANE/STORM DISCLOSURE:** Seller is UNAWARE of any Hurricane/Storm damage to any portion of the premises (Except what is noted in the Seller's Property Disclosure. Should Seller or Buyer discover any such damage before or after closing, Seller will fully cooperate with Buyer, both before and after closing, in filing claims against any liable insurance companies. Seller acknowledges that any such insurance proceeds will be for the benefit of the Buyer, and Seller will endorse the insurance checks accordingly.

**SEXUAL OFFENDERS:** Megan's Law was designed to protect the public by notifying residents of the community when a convicted sex offender moves into the area. Information including photos, identities, and addresses is available from the Florida Department of Law Enforcement (FDLE) at 888-357-7332 or visit the website [offender.fdle.state.fl.us](http://offender.fdle.state.fl.us). Buyer(s) are hereby advised to contact the FDLE for further information. It is up to the Buyer(s) discretion to research and agrees to hold harmless Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees

**MAINTENANCE:** Seller shall maintain the property, including, but not limited to, the lawn shrubbery and pool, if any, in their respective conditions, existing as of the end of the inspection period, ordinary wear and tear expected. Buyer shall be permitted access to the property prior to closing, with utilities provided by Seller, for a walk-through to confirm that all items of personal property are located on the real property and that the property has been maintained in accordance with the provisions of this paragraph.

**ENERGY EFFICIENCY RATING DISCLOSURE:** Pursuant to the Florida Building Energy Efficiency Rating Act, the Buyer is notified that the Buyer may have the energy-efficiency rating determined for buildings located on the real property which are interested to be occupied.

**CHINESE/DEFECTIVE DRYWALL DISCLOSURE:** During the time Florida was experiencing drywall shortages some homes were built or renovated using defective drywall imported or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and or other volatile organic or other compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as creates noxious odors which may also pose health risks. Broker and his agents and employees are not experts in this field and do not have the ability to recognize defective drywall. The Seller is required to disclose the presence of defective drywall on the Seller's Property Disclosure if he

has knowledge of its presence. The Buyer has the opportunity to hire an expert in this field at his/her own expense to perform an inspection. The undersigned Buyer(s) and Seller(s) acknowledge(s) that this 5 page disclosure has been read and signed BEFORE signing a contract for Sale and Purchase.

**RADON GAS DISCLOSURE:** Radon is a naturally occurring radioactive that, when it has accumulated in a building in sufficient quantities, may present health risks to persons exposed to it over a long time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

**Tax Liability:** Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees do not render a professional opinion or advice regarding Municipal, State, or Federal Tax liabilities or benefits. All parties acknowledge and agree to seek qualified professional advice regarding such matters or benefits which may result from this transaction, including but not limited to FIRPTA, and that Buyer(s) has not relied upon any statement regarding such matters which may have been provided by Sotera Living LLC.

**Release of Liability and Hold Harmless:** Seller(s) agrees to hold harmless and release **Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees** from all liability for loss or damage based on Buyer(s) and/or Seller(s) misstatement or failure to perform contractual obligations. **Sotera Living LLC and it's Brokers, Realtors, Licensees, Affiliates, and Employees** performances, at Buyer(s) and/or Seller(s) request, of any task beyond the scope of services regulated by Chapter 475 of Florida Statutes as amended, including Sotera Living LLC referral, recommendation or retention of any vendor; products or services provided by any vendor; and expenses incurred by any vendor and Buyer(s) and/or Seller(s) assume full responsibility for selecting and compensating vendors.

**The undersigned Seller(s) acknowledge(s) that this 4 page disclosure has been read and signed BEFORE signing a contract for Sale and Purchase.**

DATE: \_\_\_\_\_

SELLER:

DATE: \_\_\_\_\_

SELLER: