



(BLTS) INFORMATION AND DISCLOSURE FORM

Customer Name(s): _____

1. **EQUAL HOUSING OPPORTUNITY.** A Realtor is required by law to treat all parties fairly without regard to race, color, religion, national origin, ancestry, sex, age, marital status, sexual orientation, presence of children, or physical or mental disability. We comply with all Federal, State and local laws and represent all parties fairly and without discrimination of any kind. We fully cooperate with all Section 8 housing requests.
2. **LEGAL REQUIREMENT.** All contracts for the sale of real property are required to be in writing and signed by all parties to be enforceable. Premier Brokers International, Inc. and its agents are not permitted to give legal advice and you agree not to rely on any discussions with our agent(s) as legal advice. We strongly recommend that you consult with a licensed Florida attorney to review contracts, leases, and addenda and to discuss any potential issues and remedies that may arise from inspection issues, and other issues, and to examine title to the property. The decision to hire or not hire an attorney is yours and yours alone and you agree to hold Premier Brokers International and its agents harmless from any issues related to your purchase, sale or lease and that you will not seek damages from us for any reason either prior to or after closing.
3. **ESCROW/WIRE FRAUD PREVENTION NOTICE:** Monies placed in escrow will be deposited within 3 business days of receipt and held in compliance with Chapter 475, Florida Statutes. Any requirement to return said monies will be met only when the depository account has been credited for the full amount of the check from the Payors institution (per bank regulations and deposit restrictions). Due to rampant fraud nationwide, Premier Brokers International and its agents are not permitted to give you wiring information and you agree not to accept any such information from our agents should it be provided, nor will you give any of your wiring information to any of our agents, brokers or representatives. All wire information must be verified by you directly to the receiving or sending escrow entity before any wire is initiated. Any loss suffered by you regarding wires are between you and the Escrow agency and is not the responsibility of Premier Brokers International, its agents or representatives.
4. **LISTING AND BUYER COMMISSIONS.** As a Seller, Landlord or Buyer, the commission you pay your Broker is completely negotiable and not set by law. Premier Brokers International does not dictate what its Agents charge you as the Consumer and we offer no guidelines as to commissions offered to cooperating Brokers on Listings. As a Seller, you can choose to have Premier offer commissions to cooperating Brokers or not, in which case, Buyers/Tenants may be responsible to hire and pay for their own Agent/Representation. That decision is solely yours and you hold harmless Premier Brokers and its Agents for any negative impact your decision may have on the sale or rental of your property. ALL BUYER'S MUST execute a Buyer Broker Agreement OR Showing Agreement with an Agent PRIOR to discussing offers, viewing properties with an Agent and any other actions that may create a Brokerage Relationship and Premier Agents are prohibited from performing any real estate related activities without a fully executed BBA or SA.
5. **MULTIPLE OFFERS.** A seller is under no obligation to negotiate offers in the order received and it is at the sellers' discretion as to which offer to accept, reject or negotiate. You should not assume that your offer has been accepted until a fully executed contract has been delivered to you.
6. **SEXUAL OFFENDER DISCLOSURE.** The FDLE maintains a list of sexual predators/offenders to enable the public to request information about these individuals and where they live. If this information is important to you, contact FDLE at 888-357-7332 or via email at sexpred@fdle.state.fl.us or on the web at www.fdle.state.fl.us. Any representations made by any agent are not intended to be a substitute for any independent investigations Buyer or Tenant may wish to make. You agree to make any such inquiries to the proper authorities at your time and expense.
7. **CONDOMINIUMS AND HOMEOWNER'S ASSOCIATIONS.** Properties governed by a Condominium or Homeowner's Association are subject to restrictions, rules and regulations and owners of such properties are typically required to pay various fees and expenses associated with this form of ownership. Premier Brokers International, Inc. recommends that you contact the Developer, Property Manager or Association directly prior to entering into a contract to determine any matters that are important to you, including, but not limited to, Milestone Reports, pending or threatened litigation involving the Association, current or anticipated repairs or improvements to the property or common elements that could result in a fee or assessment that you may be responsible for as the purchaser or tenant. As a prospective buyer/tenant, you may be required to submit an application for approval to the Association and attend an interview and your application may be denied. You agree to hold harmless Premier Brokers International and its agents for any unknown assessments, fees or other expenses prior to or after closing associated with a purchase whether disclosed or undisclosed.
8. **DEED RESTRICTIONS.** Certain neighborhoods and communities have deed restrictions that may affect your use of the property. Certain vehicles may be prohibited, credit scores may be required and criminal records may be a factor in buyer or tenant approval. If the property is affected by restrictions, you should determine the nature of the restrictions prior to entering into a contract or lease. You will not rely on our agents for this information.
9. **SCHOOL DISTRICTS.** School boundaries are subject to change. Premier Brokers International and its agents are not permitted to represent school boundaries or ratings and you agree not to rely on any information provided by Premier Brokers International, its agents or representatives.
10. **DEFECTIVE DRYWALL.** During the time Florida was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion in air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks. You should always have a home inspection and ask your inspector to test for defective drywall, especially for homes built between 2001 through 2007.
11. **PROPERTY TAXES.** As a prospective buyer, you should not rely on the seller's current property tax assessment as the amount of property tax that you may be obligated to pay. A change of ownership or property improvements may trigger reassessment of the property to market value that could result in higher property taxes. You agree that you will not rely on tax estimates from our agents for your decision to purchase any property and that you will contact the property appraiser directly for information, tax estimates and portability calculations and rely solely on information provided to you by them.
12. **FINANCING CONTINGENCIES.** If you are a Buyer obtaining a mortgage for any purchase, you acknowledge that you are solely responsible for notifying our Agent in writing of your intent to cancel the contract within the specified number of days should your Lender be unable to provide Loan Approval as per Section 8 of the Contract. Failure to notify our Agent in a Timely manner may result in your waiver of the Financing Contingency and you may be responsible to bring any shortfall between Loan Amount and Purchase Price to closing or forfeit any Escrow Deposit should you be unable to close on the property.



13. **MOLD DISCLOSURE.** Environmental Conditions in Florida can be conducive for mold growth. As a prospective buyer, you should pay particular attention to any visual signs of the presence of mold or the presence of mildew odors. For more information, go to the EPA website at www.epa.gov/iaq and click on "Mold Resources". You should always have a home inspection and ask your inspector to test for mold.
14. **GOVERNING LAW AND VENUE.** Florida law shall govern any dispute arising out of or in any way relating to Buyer(s) purchase of real property or the relationship between Buyer(s), Seller(s) and Premier Brokers International, Inc. or its representatives. You agree that the venue for any litigation or other proceeding involving Premier Brokers International, Inc. or its representatives shall be in Palm Beach County.
15. **CONSUMER FEE DISCLOSURE.** Premier Brokers International, Inc. charges its Buyers and Sellers \$395 at closing for regulatory compliance and document storage fees. Florida Statute 475.5015 requires real estate brokerages in Florida to store documents for a minimum of 5 years.
16. **LEAD BASE PAINT DISCLOSURE.** Any property built prior to 1978 may contain lead based paint. If you are purchasing a property built prior to 1978, a lead based paint addendum is required by law. You should always have a home inspection and ask your inspector to test for lead based paint. You acknowledge receipt of the Lead Based Paint Disclosure and pamphlet.
17. **RENTAL-TOURIST TAX.** Landlord acknowledges that it is the Landlord's sole responsibility to remit all sales and bed taxes to the state, county and local taxing authorities for leases with a term of less than six months and one day.
18. **RENTERS INSURANCE.** It is tenant's responsibility to insure their personal property and obtain liability coverage. Landlord's insurance policy may not cover tenant's personal property or liability to tenant, their family or visitors. Tenant's may be required to purchase renters insurance by the Landlord.
19. **SURVEYS AND PROPERTY INSPECTIONS.** Premier Brokers International, Inc. recommends that you (a) exercise your right to obtain a survey of the property and professional inspections, including a comprehensive home inspection which includes, but is not limited to, roof, termite, mold, defective drywall, permits, plumbing and septic, appliances, pools/spas, electrical, HVAC, and structural components, (b) retain your chosen inspector to re-inspect the property to ensure that all required repairs have been made by an appropriately licensed person and in a workmanlike manner, and (c) exercise your contractual right to personally perform a walk-through inspection of the Property just prior to closing to ensure that the Property has been kept in the agreed upon condition and to confirm that all items are present which were agreed upon in the contract. You acknowledge that inspections and right to cancel the contract expire within the number of days specified on line 261 of the As-Is Contract, and you agree not to rely on Premier Brokers International, Inc. or its representatives to determine the property boundaries, square footage, the nature or extent of any easements or encroachments, damages, inspection items, operating systems, mold, termites, or any other issues or to inspect, re-inspect or perform your walk-through inspection of the property, as they are not qualified to make any such specialized determinations.
20. **3rd PARTY VENDOR RECOMMENDATIONS.** Premier Brokers International and its agents may from time to time recommend 3rd party vendors to provide real estate related services including, but not limited to, mortgage, title, property inspectors, movers attorneys, etc. We may derive a direct or indirect benefit from these companies when allowable by law. You are not obligated to use any of the service providers we recommend and may choose to work with anyone of our recommendations or none. You acknowledge that your use of any vendor we recommend has not been demanded by us and has been/will be solely your responsibility and choice and any loss, misrepresentations, errors & omissions etc. arising from that choice are the sole responsibility of that vendor. You acknowledge that you will not seek damages of any kind from Premier Brokers International or its agents as a result of any claim, judgement or lawsuit entered into by you against any vendor related to the transaction whether recommended by us or not.
21. **ESTATES AND POWER OF ATTORNEY.** If you are representing an estate or acting as Power of Attorney for anyone in a real estate transaction, you agree to notify your agent of such and provide proof that you have the authority to act on behalf of the person(s) or entity you are signing for. If there are multiple representatives, then contracts are only valid if ALL parties sign or there is a designated representative(s) proof of which must also be furnished.
22. **SELLERS DISCLOSURES.** Sellers Disclosures are not required, by Florida law, to be furnished to potential Buyers or a Buyer's Agent. It is, however, the law that Sellers must disclose any known facts that materially affect the value of the property. Failure to disclose any such facts survive the closing and Buyer may seek damages from Seller at any time for repairs, replacement, attorney fees and court costs. As a Seller in a Listing Agreement with Premier Brokers International, you must disclose in writing to our Agent any property related conditions that must be reported to potential Buyers on the standard Sellers Disclosure, in your handwriting, at the time of, or shortly after a Listing Agreement is executed. As a Buyer being represented by Premier Brokers International in any type of Agency, you hereby hold harmless Premier Brokers International and its Agents for any losses, damages, attorney's fees, court costs etc. from any property defects or issues that may arise prior to or after closing. You will not rely on any advice or recommendations given by Premier Brokers International or its Agents as we are not property inspectors and are not qualified to make any assessments of the condition of any property, systems or structures and that you will seek damages only from the Seller and will not involve us in any litigation whatsoever at any time either prior to or after any purchase/sale.
23. **NEW CONSTRUCTION PURCHASES.** Premier Brokers International and its agents are not allowed, by law, to interpret or assist in filling out any contract other than the standard FAR and FAR/BAR contracts and addenda provided to us by the Florida Association of Realtors. In cases where our Buyer is purchasing a new construction property and the builder/developer provides their own Purchase Agreement, you as the Buyer understand that Premier Brokers International and its Agent's may not help you interpret or fill out those contracts and that you are strongly advised to hire, at your sole discretion, a Florida attorney to review and advise you regarding any contracts and addenda provided to you by new home builders, prior to signing any documents they provide. These builder/developer contracts can include items such as escalation clauses that increase the contract price of the property based on cost of labor and materials, market conditions and other factors and are to the benefit of the Seller and may not be disclosed. Developers may offer a bond option which may protect your down payment in case of default by the developer. You agree that should you enter into any such contracts, that you will not rely on any discussions or representations by Premier Brokers International and its Agents and hold Premier Brokers International and its Agents harmless from any losses you may incur as a result of executing their Purchase Agreement and/or addenda.

I/We have read and agree to the above and acknowledge that Premier Brokers International and its agent(s) have adhered to items contained herein;

I am/we are (Please initial one): Buyer(s) _____/_____ Seller(s) _____/_____ Landlord(s) _____/_____ Tenant(s) _____/_____

Signature

Date

Signature

Date