

# COMPREHENSIVE SELLER ADDENDUM

Property Address: \_\_\_\_\_

This Addendum is made and entered on the dates set forth hereafter by and between

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(SELLER)

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(BUYER)

## SELLER AND BUYER FURTHER AGREE AS FOLLOWS:

The terms set forth herein are incorporated as a part of the contract of sale and purchase ("the contract") to which this addendum is attached, in the event of any inconsistency or conflict between this addendum and the contract, the terms of this addendum shall prevail and control.

The property is being offered for sale in an "as is, where is" condition with the right to inspect. Seller makes no representations, warranties or guaranties concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, building material, or compliance with code, zoning, or building requirements and will make no repairs to the property after entering in this contract unless otherwise specifically noted in writing and executed by all parties.

By reviewing this notice, buyer understands that Seller may have acquired title to this property through Fannie Mae, foreclosure, tax deed, and/or short sale. Seller has never occupied the property nor can the Seller warrant any items/property personal or real. No seller's disclosure is available. Seller is not aware of any latent or hidden defects with the property and has no knowledge of any circumstances that would require disclosure of any such matter to the buyer.

Buyer shall have SEVEN (7) calendar days to have inspections done to the property. At any time within the inspection time period if buyer finds the property unsuitable, buyer must notify seller and/or seller's agent in writing and provide a legible copy of any inspection report. Upon receipt of notice to cancel provided by buyer or buyers' agent within the inspection period, the contract shall be null and void. Buyer's failure to act (either failure to inspect or failure to notify seller of a cancellation) within the time period acts as an absolute waiver of buyer's right to cancel the contract for any reason related to the condition of the property. If financing, buyer has 30 days from the effective date of contract to obtain a loan commitment and convey loan commitment to seller. Once a loan commitment is received, all remaining financing contingencies will be removed from the transaction. If buyer isn't able to obtain a loan commitment within 30 days of effective date, buyer may cancel contract and/or request an extension in writing from seller. Failure to either cancel or request an extension will act as a waiver of the finance contingency.

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Buyer initials

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Buyer initials

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Seller initials

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**\*\*Note\*\*** approval by a governing body such as a "Homeowners Association" HOA or Condominium Association can take up to 30 days. If subject property is located within a HOA or Condo Association, buyer must make application for residency within 10 (Ten) days of effective date of contract. Buyer is responsible for application fees which may be charged by a homeowners or condo association.

Seller shall convey title to the real property by Special warranty deed. Buyer hereby gives permission to seller to speak to any lender, credit agency or mortgage broker for purpose of determining the buyers' ability to procure mortgage financing. Seller may require a mortgage preapproval by a lender approved by seller prior to entering into a contract. Seller and seller's agent retain the right to keep property marketed actively and accept backup contracts until an unconditional loan commitment has been provided to seller and/or all contingencies have been waived by buyer. Seller will provide buyer with the key to the front door only. There is no personal property included in this sale unless otherwise noted in additional terms. Buyer is responsible for obtaining all condo and/or HOA documents at the Buyer's expense. Buyer may not assign this contract.

Closing: Unless otherwise specified in "additional terms" section of this addendum, buyer and all future and current agents/attorneys representing the buyer, agree the closing agent will be Gulf Stream Title, LLC. All lien and title searches will be prepared by Gulf Stream Title, LLC as designated by the seller. Gulf Stream Title, LLC Phone number: 954-530-8765  
Gulf Stream Title, LLC is located at **10050 NW 1st Ct. Plantation, FL 33324** (see last page of this addendum for escrow wiring info). Escrow deposit(s) must be sent to Gulf Stream Title, LLC within 72 hours of contract Effective Date.

Owner's title policy of title Insurance shall be obtained by Buyer at Buyer's expense.

Buyer acknowledges that one or more of the principals of the Seller, is a Licensed Real Estate Broker in the state of Florida.

Closing shall occur on or before the closing date designated in the contract and the Buyer shall make every effort to meet this deadline. Should the closing extend beyond this date, through no fault of the Seller, (excluding force majeure), seller shall be entitled to a fee of \$100 per day (per diem) to cover Seller's carrying costs. Any extension of closing date must be in writing and executed by all parties. Notwithstanding the foregoing, it is understood and agreed that Seller shall retain the right to cancel the Contract if Buyer fails to close on or before the closing date. Seller is not required to execute any extensions and/or cancellations if contract closing date expires.

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Buyer initials   Buyer initials   Seller initials

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Additional Terms:

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**Signature Page**

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**Buyer:** \_\_\_\_\_ **Date**

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**Buyer:** \_\_\_\_\_ **Date**

\_\_\_\_\_  
**Seller:** \_\_\_\_\_ **Date**

\_\_\_\_\_  
Buyer initials Buyer initials Seller initials



Lawrence F. Kaizen, Esq.  
Managing Partner

 10050 NW 1st Ct. Plantation, FL 33324  954-530-8765  954-990-7558

[gulfstreamtitlellc.com](http://gulfstreamtitlellc.com)

## WIRING INSTRUCTIONS

COMPANY NAME: GULF STREAM TITLE, LLC

BANK NAME: Bank of America  
FL6-754-01-01  
8181 West Broward Boulevard  
Plantation, FL 33324  
954-473-2666

ABA ROUTING #: 026 009 593

ACCOUNT #: 8980 8692 4370