

Residential Contract Comparison Chart

Contract:	FR/BAR Residential Contract for Sale and Purchase	NABOR Sales Contract (Residential Improved Property)
General Comments	<ol style="list-style-type: none"> 1. Tends to be a more flexible contract 2. Finance contingency favors Seller (See Section 8b) 3. Used state-wide. 4. Is not referred to in FAR listing agreement. 	<ol style="list-style-type: none"> 1. Used mostly in Collier County; 2. Causes some confusion when used outside Collier County; 3. Revised frequently by NABOR; 4. Works in conjunction with NABOR listing agreement.
Personal Property	<p>Sections 1 (c) and (d): all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring; and range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mounts and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").</p> <p>18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate</p> <p>19 and other access devices, and storm shutters/panels.</p> <p>Note: Does not include <u>washer and dryer or microwave oven.</u></p>	<p>Lines 3 – 14: lawn, trees, shrubbery and landscaping(collectively the "Landscaping") built-in appliances and beverage cooler(s)/dispenser(s); attached lighting; ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation (i.e. "smart home" components), audio-visual, home entertainment and/or home sound systems including all operational components and software; hurricane/storm shutters and panels and all components; central vacuum system including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system including cameras; drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment; electronic vehicle charging equipment including all operational components, solar panels and related equipment: and refrigerator(s); range(s);dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains, blinds, shades and other window treatments; garage door opener(s)/remote(s); access codes, keys, fobs and other access devices (including to community property); pool or solar cover; child pool safety fence, and automated pool cleaning equipment</p>
Deposits (Defined)	All deposits paid or agreed to be paid, are collectively referred to as the "Deposit". (See impact on Liquidated Damages)	Deposits are not collectively defined. (See impact on Liquidated Damages).
Acceptance of Offer/ Effective Date	Unless otherwise stated, counter offer is automatically revoked if not accepted within 2 days. Effective Date shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer.	Unless otherwise stated, counter offer is automatically revoked if not accepted within 2 days. LATEST DATE SET FORTH ON CONTRACT BY EITHER PARTY'S SIGNATURE OR INITIAL IS THE EFFECTIVE DATE.
Closing Date	Established by Closing Agent. See Standard I – closing to take place in the office of closing agent <u>selected by party paying for owner's policy of title insurance.</u> (See Standard F – time is of the essence in this Contract, timing)	Unless otherwise agreed, in county property is located, in office of Closing Agent <u>selected by Buyer.</u> (See also closing cost comparison). Time is of the Essence as to Closing Date.
Extension of Closing Date	<ul style="list-style-type: none"> • 7 day automatic extension if Contract is contingent upon Loan Approval (See Section 5(a)) if there is a delay caused by CFPB); • In the event of Force Majeure event, then, Closing extended per Standard G (See Force Majeure provisions in Standard G) 	<ul style="list-style-type: none"> • 10 day automatic extension is available for lender delays ONLY if Contract is contingent upon financing and Buyer has waived the finance contingency. (See Lines 76-79) • Extension of Closing Date for insurability reasons (See Force Majeure section of this document).
Occupancy & Possession	Seller shall deliver Property free of tenants and occupants and remove all personal items and trash from the Property.	NABOR- broom-clean condition and the entire Property <u>free of debris.</u> Delivery possession once Closing Agent has confirmed in writing of disbursement.

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<p>Leases or Occupancy Post Closing</p>	<p>Section 6(b): Seller shall provide Buyer with copies of leases within 5 days of Effective Date.</p> <p>If Buyer determines lease is unacceptable, then Buyer can terminate within 5 days of receipt.</p>	<p>Section 7: Seller shall provide Buyer with copies of leases within 5 days of the Effective Date.</p> <p>If Buyer determines lease is unacceptable, then Buyer can terminate within 5 days of receipt. If Seller fails to provide leases to Buyer, Buyer may terminate not later than 10 days after the Effective Date.</p>
<p>Assignability</p>	<p>ASSIGNABILITY: (CHECK ONE): Buyer <input type="checkbox"/> may assign and thereby be released from any further liability under this Contract; <input type="checkbox"/> may assign but not be released from liability under this Contract; or <input type="checkbox"/> may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.</p>	<p>Standard A. 2.: No assignment shall release BUYER from the obligations of this Contract unless SELLER consents in writing to such release.</p>
<p>Financing (Remember this is a bullet point summary. Financing Contingencies are complex and should be reviewed in their entirety.)</p>	<ol style="list-style-type: none"> 1. Buyer must make Loan Application within 5 days (Default) of the Effective Date. 2. The Loan Application should be for a Loan matching the loan terms included in Section 8b. Therefore, this should be completed by the agent. 3. Buyer is under a duty to make good faith and diligent effort to provide Lender with info needed to approve the loan. 4. Diligent Effort is defined. 5. Loan Approval date / deadline is 30 days from Effective Date. Buyer's lender must receive a satisfactory appraisal before the "Loan Approval Period" expires. (Note: The word "appraisal" includes appraisals and alternative valuations.) 6. Buyer must deliver Notice of Loan Approval by mail or personal delivery – notices may also be delivered by fax or email. 7. If Buyer fails to waive Loan Approval or terminate prior to the Loan Approval Deadline, <u>then Loan Approval is deemed waived</u> and Seller shall have 3 days to terminate. 8. If Seller terminates in 3 days Buyer shall receive a refund of its deposit. Buyer can still terminate even after Loan Approval or having deemed to have obtained Loan Approval if: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract) (remember, insufficient appraisal no longer a basis to terminate after the Loan Approval Period expires. 9. Automatic Extension is available if checked. 	<ol style="list-style-type: none"> 1. Buyer must make Loan Application within 5 days (Default) of the Effective Date. 2. The Loan Application should be for a Loan in amount shown on Section 1b matching the loan terms included in Section 4b. Therefore this should be completed by the agent. 3. Buyer is under a duty to make good faith and diligent effort to provide Lender with info needed to approve the loan. 4. Finance Contingency date / deadline is 45 days from Effective Date. 5. Buyer must waive the contingency for it to be extinguished. 6. If Buyer fails to waive it then EITHER party may terminate. 7. After FC Deadline a Buyer termination must be accompanied by either (i) an Equal Credit Opportunity Act statement of adverse credit action issued by a creditor/lender confirming that mortgage financing on the terms set forth in this Contract was denied on grounds that either the Property was unacceptable to the creditor/lender or the BUYER financially failed to qualify for said financing terms, or (ii) <u>other evidence from the creditor/lender that BUYER has made Loan Application and made diligent and good faith efforts to meet all applicable requirements of the creditor/lender and the CFPB Rule, but has received neither loan approval nor loan denial from the creditor/lender.</u> (Remember that section about Vagueness???) 8. SELLER's right to terminate shall cease to exist if BUYER waives this financing contingency prior to SELLER giving BUYER notice of termination. 9. Automatic extension of closing date only available if waived.
<p>Closing Costs</p>	<p>Section 9(c)(i)(ii)&(iii) – Party selecting Closing Agent shall pay owners title insurance.</p>	<p>Buyer selects Closing Agent; however,</p>

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		<ul style="list-style-type: none"> Standard E – Seller pays for owners’ title insurance if Property is in Lee or Charlotte Counties. Standard F – Buyer pays for owners’ title insurance if Property is in Collier County.
Title Evidence	If Seller has an owner’s title insurance policy then Seller shall deliver to Buyer and the Closing Agent within 5 days of the Effective Date.	Seller shall deliver a current owner’s title insurance policy to Buyer within 10 days of the Effective Date or Seller will provide Buyer with a \$150 credit at Closing.
Special Assessments	<p>Section 9(f): Seller must disclose whether a special assessment lien imposed by a public body is certified, confirmed and ratified, pending, or payable installments as of the Closing.</p> <p>If payable in installments parties specify who will pay. If box not checked Seller is obligated to pay at closing.</p>	<p>Section 5: If CDD/or MSTU checked Buyer agrees to assume at closing the outstanding capital balance.</p> <p>Section 6: Seller shall pay the full amount of any COA/HOA special assessment or governmentally imposed lien or special assessment that is certain as to (i) identity of assessor, (ii) property being assessed and (iii) amount of lien or assessment <u>on or before the Effective Date</u>.</p> <p>If after the Effective Date, there are pending liens/assessments that are not Seller obligations as described above and which were not disclosed to Buyer in writing by Seller prior to the execution of the Contract, and which <u>exceed 1% of the Purchase Price</u>, then Buyer may terminate unless Seller agrees to pay the portion that exceeds 1% of the PP.</p>
Permit Disclosure	Section 10.(b): Requires Seller to promptly deliver to Buyer all plans, written documentation or other information in Seller’s possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements if Seller identifies unpermitted improvements or improperly closed permits.	Only discloses that Seller has no knowledge of permit issues unless otherwise disclosed.
Disclosures	<p>Section 10:</p> <ol style="list-style-type: none"> Radon Gas Permits (See Above) Mold Flood Zone; Elevation Certificate Energy Brochure Lead-Based Paint Homeowners Association / Community Disclosure: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ HOA / COMMUNITY DISCLOSURE, IF APPLICABLE Property Tax Disclosure FPRTA Disclosure Seller Disclosure: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. 	<p>Standard C.2. – Coastal Construction Control Line Standard D.1.</p> <ol style="list-style-type: none"> General: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Wetlands; Suitability Radon Gas Energy Efficiency Lead-Based Paint Mold Insurance Fire Sprinkler / Safety System Retrofit Permits (See Above) Property Taxes Zoning Mandatory/Bundled Club Membership Community Investigation Square Footage
Property Maintenance:	Section 11: Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but not limited	Standard D.2.g. - SELLER shall maintain the Property, including without limitation the lawn, shrubbery, and landscaping and the Personal Property, in the condition existing on the Effective Date <i>until the</i>

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	<p>to, lawn, shrubbery, and pool, in the condition existing as of Effective Date.</p>	<p><i>Closing Date or date of possession, whichever is earlier, except for ordinary wear and tear and any Remedial Action agreed to by SELLER under Standard D.2.b. above. Any future loss and/or damage to the Property or Personal Property between the Effective Date of this Contract and the Closing Date or date of possession, whichever is earlier, shall be at SELLER's sole risk and expense. SELLER shall maintain all existing casualty insurance until disbursement.</i> Whether existing prior to or after the Effective Date, SELLER's Maintenance Obligation shall include curing any and all violations documented by the Association(s) against the Property prior to the Closing Date.</p>
<p>Inspections Process (Not "As Is") (Remember this is a bullet point summary. Inspection Processes are complex and should be reviewed in their entirety.)</p>	<p>Section 12.</p> <ul style="list-style-type: none"> • Default time period 15 days but Section 12 includes a blank for time to be made shorter or longer (See 12(a)). • Inspections allowed: (i) General Inspections for working condition / structural defects; (ii) Wood Destroying Organisms; and (iii) Permit Inspections. • Buyer shall repair all damage caused by inspection return Property to pre-inspection condition. • Buyer shall deliver inspection report and notice of defects to Seller <u>within the Inspection Period</u>. (See 12.b.) • Inspections are split into 3 separate types of inspections. <p>General Inspections (and WDO):</p> <ul style="list-style-type: none"> • Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b) (ii) • If Seller does not agree with list Seller can either have his own estimate performed or have another inspection performed. • If the inspection reports differ, then the parties can split the cost of a third inspection. • If cost to repair is less than the General Repair Limit (by default 1.5% of the Purchase Price) then Seller shall perform. If cost exceeds then within 5 days either Seller may elect to pay the excess or Buyer may choose which items he wants fixed up to the GRL. • If neither party provides such notice, then either Party may terminate. <p>Permit Inspections:</p> <ul style="list-style-type: none"> • Upon timely notice from Buyer, requires Seller to promptly deliver all plans and specs in Seller's possession and control to Buyer • Within 10 days of notice from Buyer, Seller shall obtain an estimate to close out permit issue. • No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have open and expired building permits identified by Buyer or known to Seller closed • If final permit inspections cannot be performed due to delays by the governmental entity, Closing 	<p>Standard D.2.</p> <ul style="list-style-type: none"> • Time Period is 15 Days (D.2.a.) • Inspections allowed: (i) General Inspections; (ii) Radon Gas; (iii) Lead Based Paint; (iv) WDO; (v) elevated levels of mold; and (vi) Permit Inspections. • Inspection shall be non-invasive; Buyer shall repair any damage caused by inspection and indemnify and hold seller harmless for any loss or damage caused by inspection. • Buyer shall deliver <i>full</i> inspection report and notice of defects to Seller, and request for remedial action ("Buyer's Election") <u>within 5 days of the end of the Inspection Period</u>. • Buyer may elect to have the defective items repaired; receive a credit at closing or a combination of both. • If Buyer requests a credit then credit must be accompanied by reasonable estimates. (D.2.b) • <u>Scope of election shall not include defects in which Seller has no maintenance/repair obligation per applicable association documents.</u> • Seller then shall have 10 days to respond ("Seller's Response Deadline"). • If Seller accepts Buyer's election, Buyer shall proceed to closing. • If Seller refuses or counters Buyer's election, Buyer may terminate within 5 days of Seller's Response. • If Buyer fails to terminate then Buyer is deemed to have accepted Seller's Response. • If any Remedial Action requested by BUYER requires the approval of any community association governing the Property, and SELLER fails to furnish BUYER with written documentation of said association's approval not later than 5 days prior to the Closing Date, BUYER may terminate this Contract. • No cost to repair or replace any Systems and Equipment item shall exceed the fair market value of that item if it were in Working Condition • If Seller fails to maintain the Property as required by the maintenance provisions or complete the Remedial Action requested by Buyer and agreed

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	<p>Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract;</p> <ul style="list-style-type: none"> If, prior to Closing, Seller is unable to meet the Maintenance Requirement or the repairs, replacements, treatments then, sums equal to 125% of estimated costs to complete the applicable item(s) (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. (See Section 9.a.) 	<p>to by Seller, then Seller shall escrow at closing the sum equivalent to 200% of the estimated costs for payment to the appropriate licensed contractors.</p> <ul style="list-style-type: none"> Seller's liability is not limited to the amount held in escrow.
Walk-Through Inspection	<p>Section 12(e): Buyer or Buyer representative may conduct to confirm (i) Seller had maintained the Property as required by maintenance provisions; (ii) all personal property that is to remain is still on the Property; (iii) all repairs and replacements agreed to be made and required by the Contract have been made; (iv) all other contractual obligations have been met.</p>	<p>Standard D.2.d.: Buyer or representative may conduct to confirm (i) completion of all remedial action; (ii) items being conveyed with the Property remain on the Property; (iii) <i>items which are not being conveyed have been removed</i>; and (iv) Seller has complied with the maintenance provisions of the contract.</p> <p>D.2.(e)(iii) If a casualty loss or damage occurring after the Effective Date renders the Property either (a) uninsurable or (b) unfit for habitation, then EITHER party may terminate.</p>
Escrow Agent	<p>Section 13:</p> <ul style="list-style-type: none"> Funds shall be held in escrow in the State of Florida; Failure of funds to become COLLECTED shall not excuse Buyer's performance; If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute; An attorney who represents a party and also acts as Agent may represent such party in such action; In legal proceeding when Escrow Agent is included as party, Escrow Agent is entitled to have attorneys' fees and costs recovered from parties. 	<p>Standard L:</p> <ul style="list-style-type: none"> Funds shall be held in escrow in the State of Florida; The Escrow Agent shall not be liable for the payment of any interest, damages, attorney fees or court costs in any action brought to recover the deposit; In any proceeding which litigates the disposition of the deposit(s), the Escrow Agent shall be entitled to be paid reasonable attorney fees and court costs, which shall be paid by the non-prevailing party; The Escrow Agent has no duty to collect or attempt to collect any deposit or check given as a deposit, but shall give the parties written notice of: (a) any deposit that is not received not later than 5 days after its due date, and (b) any deposit check that is not paid on presentation, not later than 5 days of learning of its dishonor.
Professional Advice / Broker	<p>Section 14: Disclaimer of broker liability</p>	<p>NABOR has no such disclaimer in contract.</p>
Default	<p>Section 15:</p> <p>(a) Buyer default: liquidated damages are <u>deposits made and to be made</u> (See <i>Definition of Deposits</i>). Any portion of deposit retained by Seller and paid to listing broker must be split with cooperating broker (up to the commission share amount).</p>	<p>Standard O:</p> <ul style="list-style-type: none"> Buyer default: Seller damages shall be liquidated damages of <u>all deposits made</u>. Seller default: Buyer may seek damages, specific performance or may seek to terminate the Contract.

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	(b) Seller default: Buyer is entitled to damages and specific performance.	
Dispute Resolution	Section 16: (a) Buyer and Seller have 10 days to settle any dispute; thereafter, they must submit the dispute to mediation. (b) Mandatory Mediation provision. If the dispute does not settle in mediation the parties may proceed to litigation.	There is no dispute resolution provision.
Attorneys' Fees; Costs	<ul style="list-style-type: none"> Parties will split equally mediation fee and each will pay their own costs associated with mediation including attorney fees. In any litigation permitted by the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. 	<p>Standard P:</p> <ul style="list-style-type: none"> In any litigation permitted by the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party Term Prevailing Party defined to include brokers.
Title Evidence; Examination; Defects	<p>Section 18; Standard A</p> <ul style="list-style-type: none"> Within <u>15 days</u> of the Effective Date (or within 5 days of Closing if it is a cash deal) a Title Commitment shall be issued and delivered to Buyer. Buyer shall <u>have 5 days after receipt of Title Commitment to examine</u> it and notify Seller in writing specifying defect(s), if any, that render title unmarketable Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same; Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects; If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract, or (c) electing to terminate this Contract and receive a refund of the Deposit; If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit. 	<p>Standard B:</p> <ul style="list-style-type: none"> Not later than 10 days after the Effective Date, SELLER shall furnish to BUYER a complete copy of SELLER's owner's title insurance policy; BUYER shall have <u>30 days after the Effective Date</u> ("Examination Period") for examination of title and determination of legal access; BUYER's obligation to purchase is conditioned on the Property having legal access; Title objections must be made during the Title Examination Period Seller shall have 30 days from notice of title defect to clear and remove such title defect; If the Closing Date is prior to the expiration of the Clearance Period, then the Closing Date shall be extended until the earlier of (i) 5 days after SELLER corrects the title defect(s), delivers possession, and/or provides legal access or (ii) 5 days after the expiration of the Clearance Period; Seller is not liable to Buyer for damages if Seller cannot render title marketable; If Seller fails to clear title during the applicable Clearance Period, Buyer may either accept the property as is or terminate; A monetary lien upon the Property shall not constitute a title defect if said lien can be paid and satisfied from SELLER's proceeds at closing.
Survey	<p>Standard B:</p> <p>if survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations; then such defects shall be treated as title defects.</p>	<p>Standard C.1.</p> <ul style="list-style-type: none"> Seller to provide Buyer with Survey within 10 days of the effective date (if seller has one); Seller may sign survey affidavit; If not, Buyer may have the property surveyed not later than 10 days prior to closing. Any survey objections shall be delivered to Seller within the Survey Period and shall be treated as title objections.

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<p>Condo Association and Homeowners Association Disclosure</p>	<p>Attach and Complete appropriate addendum per Section 19.</p>	<p>Standard H: If the Property is located in and governed by a mandatory homeowners association then the disclosure summary required by Florida State 720 shall be provided and the contract is voidable within 3 days of receipt of the disclosure summary or prior to closing, whichever occurs first.</p> <p>Standard I: If the Property is governed by a condominium association then the required statutory documents must be provided to <u>Buyer</u>. Contract is voidable by Buyer within three days of receipt of all the condominium documents. Delivery must be upon Buyer.</p> <p>The voidability of these rights cannot be waived.</p>
<p>Force Majeure</p>	<p>Standard G contains <i>force majeure provision</i>.</p> <p>All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.</p> <p>Now the revised definition of force majeure includes pandemics, epidemics, government shutdowns, governmental actions and mandates and civil unrest. Lastly, new language clarifies that Force Majeure is an event which begins when performance of either a right or an obligation is prevented by the Force Majeure, such as when a hurricane interferes with the performance of a contractual obligation, prior to its making landfall at or near the property.</p>	<p><u>Standard D2.e(ii) - If, as a result of the Casualty, BUYER is unable to obtain hazard, flood, wind or homeowner's insurance or is unable to obtain such insurance at a reasonable rate and/or if services essential for closing are not available by the Closing Date as a result of the Casualty, BUYER may delay the Closing Date until a date that is up to 5 days after said coverage becomes available and services essential for closing are restored. If said coverage is not available and/or said essential services are not restored for a period of 30 continuous days after the Casualty date, either SELLER or BUYER may terminate this Contract not later than 35 days after the Casualty date.</u></p> <p><u>Standard D2e(v) - BUYER LIMITED PURPOSE POST-CASUALTY INSPECTION RIGHTS.</u> Not later than 5 days after SELLER notifies BUYER that safe access to the Property is available following a Casualty, BUYER and/or BUYER's designated representative(s) may conduct an inspection of the Property (in addition to any walk-through inspection that BUYER may have conducted prior to the Casualty and/or is entitled to prior to closing), for the limited purpose of identifying any loss or damage to the Property, the Personal Property and Systems and Equipment as a result of the Casualty ("Post-Casualty Inspection"). SELLER shall provide access and utilities service to the Property to the greatest extent possible based on the availability of such service to facilitate the Post-Casualty Inspection.</p>
<p>Notice</p>	<p>Standard O: Notice and delivery given by or to the <u>attorney or broker</u> (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery, email or fax. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.</p>	<p>Standard Q: all notices and disclosures required or permitted under this Contract shall be effective when given by a party or that party's broker or attorney to the other party or said other party's broker or attorney. Delivery of homeowners' or condominium documents required under Standards H and I (HOA and COA docs) respectively to BUYER's broker or</p>

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	<u>TEXT MESSAGING IS NOT INCLUDED AS A METHOD OF DELIVERY.</u>	attorney shall not constitute delivery to the BUYER. <u>SMS (TEXT MESSAGE) COMMUNICATIONS SHALL NOT CONSTITUTE PROPER NOTICE.</u>
Time Calculations:	Standard F: Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m.	Standard R (5): Except as otherwise specifically provided, all deadlines shall expire at 11:59 PM Eastern Time. Except as otherwise expressly provided by law, if the Closing Date, any deadline or the last day of any time period falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following business day.

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