

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13H
DATE 8/13/12

Meeting Date: August 13, 2012

Public Hearing ____ Ordinance ____ Resolution ____ Motion X

Item: #20120049 Real Estate Broker Services

Recommended Action:

- 1) Approval to enter into a Fixed Percentage Contract with Keyes Company Realtors, Inc. for 3.98% of the Net Value for sale of properties and 10% of Net Value for management of lease properties. Purchase Orders will be issued as needs are determined. Approval of contract period for twenty-four (24) months with approval of one (1) twenty-four (24) month term if services are still warranted.
- 1) Vendor/Contractor has indicated that they do have a Drug-Free Workplace Program in place.

Exhibits: Department memo attached no

Copies of the Bid tabulation Report, Specifications, submitted proposals, Bid Tab, Score Sheets and Contract.

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Summary Explanation/Background Information: The Request for Proposals was advertised on April 3, 2012. Notice of the proposal was sent to over 560 vendors. Seven responses were received on April 17, 2012 at 2:30:00 P.M. The evaluation committee met on April 27, 2012 at 1 P.M. and selected Keyes Company Realtors for the award. Keyes Company Realtors had the highest overall score and was ranked #1 by 2 committee members and #2 by the other. The committee choice was due to price, market strategies, past City experience and local presence.

The need for the above is:

Purchase is not a replacement

No payment will be paid. Commission will be included in the sale or lease.

Director of OMB concurs with award: CL City Manager concurs with award: YPO

Submitted by: Committee

Date Submitted: May 1, 2012

Port St. Lucie, FL., 34985
Telephone 772 871 Fax 772 871
Email

SECTION I DESCRIPTION OF SERVICES TO BE PROVIDED

Broker agrees to perform all work pursuant to this RFP #20120049, and all addenda, to provide professional residential and commercial real estate broker services on an as needed basis and all RFP specifications incorporated herein by this reference.

The services required by the City in connection with this request for proposals covers the entire spectrum of services customarily provided by residential and commercial real estate firms. These include but are not limited to the following:

- Competitive Market Analysis (CMAs)
- Conduct lease/rent market study
- Advertising Plan
- Promotion Venues
- Recommendation or repair, inspection or maintenance issues that are critical to the ability to lease the property
- Showing of properties
- Computer generated sales contracts
- Closing documents
- Developing strategies for sale of properties
- Negotiating with buyers on behalf of the City
- Coordinating real estate transaction during closing
- Property Listing and Sales Services
- Title work
- Conduct background checks, credit and reference checks on any tenants
- All customary activities and services associated with real estate transactions

SECTION II TIME OF PERFORMANCE

Contract period shall commence ____ and terminate ___TBD___, a term of twenty-four (24) months with an option for one additional twenty-four (24) month renewal. In the event all work required in the proposal specifications has not been completed by the specified date, the Broker agrees to provide work as authorized by the Contract Supervisor until all work specified in the Request for Proposal has been rendered.

**SECTION III
COMPENSATION**

The compensation will be a percentage of the NET value (after all expenses) of the lease or sale by the Broker. This is a one-time fee percentage of the new value of the lease or value of the net sale to the City. The lease management fee will be deducted from the monthly rent. The total amount to be paid by the City to the Broker is as follows:

Sale	3.98% Net Value
Lease	First month Rent to secure Tenant then 10% of monthly rent
Transaction Coordination	0

Payment will be disbursed in full upon completion of sale.

The Broker shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

**SECTION IV
CONFORMANCE WITH PROPOSAL**

It is understood that the services and/or work required herein are in accordance with the proposal made by the Broker pursuant to RFP reply submitted per each house or group of houses. All documents submitted by the Broker in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

**SECTION V
INDEMNIFICATION/INSURANCE**

The Broker agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Broker and persons employed or utilized by the Broker in the performance of the construction contract. As consideration for this indemnity provision the Broker shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Broker shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Broker are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Broker under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Broker shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be CG 2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent brokers or realtors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Broker shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but

not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, municipal corporation of the State of Florida, its officers, employees and agents, and Contract #20120049 for Real Estate Services shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Broker shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

The Broker shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Broker does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Broker to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Broker shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Broker shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Broker enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Broker to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts shall be paid for and be the responsibility of the Broker for any and all claims under this Contract.

The Broker may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Broker nor any subcontractor, supplier of services, laborer or other person shall file or maintain any lien for labor or services delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION VIII COMPLIANCE WITH LAWS

The Broker shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits and licenses required for the performance of the contract. All services furnished and work done are to comply with all local state and federal laws, NSP grant requirements and regulations.

**SECTION IX
CLEANING UP**

Not applicable to this contract.

**SECTION X
NOTICE OF PERFORMANCE**

When required services have been delivered and required work performed Broker shall submit a schedule of services in writing to the Contract Supervisor.

**SECTION XI
DELIVERY DOCUMENTATION**

Not applicable to this contract.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

Not applicable to this contract.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract shall apply.

**SECTION XIV
LICENSING**

Broker warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Broker warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Broker shall not delegate or subcontract any part of the work under this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

The City may terminate this contract with or without cause by giving the Broker thirty (30) days notice in writing. Upon delivery of said notice the Broker shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate the City's obligations hereunder and no charges, penalties or other costs shall be due broker except for work timely completed.

**SECTION XVIII
LAW**

This contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

Not applicable to this contract.

**SECTION XX
APPROPRIATION APPROVAL**

The Broker acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of each year. The Broker agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

The Contract period will be for twenty-four (24) months with an option for one (1) additional twenty-four (24) month period. *There is no guarantee as to the amount of services or labor that the City may purchase during the term of the Contract.*

NOTE: Broker may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the contract period.

**SECTION XXII
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

(Balance of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Keyes Company Realtors, Inc.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)



Port Saint Lucie Branch
910-912 SW Gatlin Blvd
Port Saint Lucie, Florida 34953
772-343-7261
772-343-7303

April 16, 2012

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RE: RFP#20120049
Real Estate Broker Services

Dear Ms. Cheryl Shanaberger, MPA, CPPO.

Please find enclosed our proposal for the services requested in the above referenced RFP.

We are delighted to submit our company for your use and look forward to serving your needs. Since 1926, The Keyes Company is a full-service real estate company with roots that trace back to a small, one-desk office opened on Biscayne Boulevard in Miami in 1926 by Kenneth Keyes. Since then, the company has become a legend in South Florida real estate and has grown to be one of the largest, most respected firms in the country.

As an independently-owned family business, Keyes has served the residential and commercial real estate needs of South Florida families, neighborhoods and business communities for more than 85 years. Today, Keyes has more than 1,500 associates in 27 branch offices located throughout Miami-Dade, Broward, Palm Beach, Martin, Saint Lucie and Volusia counties.

Keyes is a founding member of the Leading Real Estate Companies of the World and consistently ranks among the Top 100 real estate companies in the country in both sales and volume. The Pappas family and the entire Keyes management team understands that this business is ultimately about serving people by helping them reach their goals of home ownership and the American dream.

The company has established a proud history of corporate responsibility and philanthropy through its support of numerous charitable organizations within the South Florida community. Keyes branch offices support a multitude of programs to help those in need, and will continue its support of programs and groups that strengthen the foundation and fiber of our community.

Michael I. (Mike) Pappas, President and CEO of The Keyes Company, is responsible for providing the company's strategic vision, overseeing operations, and planning expansions and acquisitions. Mike is currently Vice Chairman of the National Association of Realtors Big Broker Advisory Board. He is also serving as a director for the Trulia.com Advisory Board. He had the great honor of having held the Chairman's position for the Young President's Organization. Mike has been recognized as Real Estate "Up and Comer of the Year" by Price Waterhouse and South Florida magazine.

Today we represent a number of Lender and Asset managers in the sale of their foreclosed properties. Some of these included Bank of America, Chase, LaSalle National Bank, Flagstar Bank, Integrated Asset Management, Atlas REO, First American REO, Brighton Financial, LPS Asset Management, Keystone Asset Management on others.

We have also been the principal Broker in a number of NSP sales to the City of Port St. Lucie and we are presently the city approved Licensed Realtor, handling all the NSP sales to the Port St. Lucie approve NSP buyers under the direction of Paul Labossiere and Steven Brown.

As you can see in the enclosed, we do maintain Errors and Omissions coverage, General Liability coverage and we've also enclosed a copy of the insurance coverage on the vehicles owned by Paul Labossiere and Steve Brown. There are no company owned vehicles.

Also enclosed please find the Notary documentation for Vickie Lynn Harris the Closing Manager for all transactions processed thru our Port St. Lucie office.

We look forward to working with the City of Port St. Lucie providing professional and superior Real Estate Broker Services.

Sincerely,

A handwritten signature in cursive script that reads "Mike Pappas".

Mike Pappas
CEO/President
The Keyes Company
Real Estate-Mortgage-Title-

CHECKLIST
RFP #20120049
Real Estate Services

Name of Proposer: Keyes Company Realtors,

This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

 Mailing envelope has been addressed to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

 Mailing envelope must be sealed and marked on the front with:

- Proposers Name and Address
- Proposal Number
- Proposal Title
- Proposal Opening Date and Time
-

 X Drug-Free Workplace Form

 N/A Each Proposal Addendum (when issued) is acknowledged.

 X Copy of Insurance Certificates in accordance with Section #4 *(Certificate of Liability)*

 X Proposer's Questionnaire

 X Copy of valid real estate license(s) for the State of Florida

 X Copies of any realtor professional certifications for training

 X Sample Sale and Lease Contract

 n/a List of subcontractors, if used.

 X Have reviewed the Contract and accept all City Terms and Conditions

 X W-9 form

 One (1) unbound original proposal packet and five (5) copied proposal packets. DO NOT USE RINGED BINDERS OF ANY KIND.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute Section 287.087 hereby certifies that

The Keyes Company Realtors does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X Mike Pappas
Proposer's Signature

X 04/16/2012
Date

Florida

UNIVERSAL SURETY OF AMERICA
101 South Philips Avenue
Sioux Falls, South Dakota 57104-6703
NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. 2640424

Premium: 40.00

UNIVERSAL SURETY OF AMERICA will pay on behalf of

000063957-1
Vickie Lynn Harris
1849 SW Kimberly Ave
Port Saint Lucie, FL 34953

(the "Insured"), all sums which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

POLICY PERIOD: This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced during the policy period or within the applicable Statute of Limitations pertaining to the Insured.

The Policy Period commences at 12:01 a.m. on **February 3, 2009**, and ends at midnight on **February 2, 2013**.

LIMITS OF LIABILITY INCLUDING DEFENSE COSTS: The total liability of the Company for all loss (defined below) for all claims under this insurance including defense costs (defined below) shall not exceed the amount of **Ten thousand, DOLLARS (\$10,000)**.

This limit shall apply in the aggregate so that the Company's total liability for all claims and/or defense costs shall in no event exceed this amount.

DEFENSE SETTLEMENT: With respect to such insurance as is afforded by this policy, the Company shall, provided the policy limit has not been exhausted, defend, in the Insured's name and behalf, any claim or suit against the Insured alleging such negligent act, error or omission and seeking damages on account thereof, even if such claim or suit is groundless, false, or fraudulent. The Company, in the Insured's name and behalf, shall have the right to make such investigation, negotiation and settlement of any claim or suit as it may deem expedient.

DEFINITIONS: Wherever used in this policy, these words shall have the following meanings:

- (a) "Defense costs" shall mean any and all: (1) expenses, including attorneys' or investigators' fees, paid or incurred by the Company in the investigation, settlement or defense of claims or suits; (2) costs taxed against the Insured in a suit defended by the Company; (3) premiums for bonds required in a suit defended by the Company, which bonds the Company shall have no obligation to furnish, but only for bonds up to the Company's limit of liability; (4) interest on a judgment as required by law until the Company offers the amount due under this insurance; and (5) reasonable expenses incurred by the Insured at the Company's request, other than loss of earnings.
- (b) Subject to all of the Exclusions of this policy (stated below), "loss" shall mean the total of: (1) sums the Insured legally must pay as direct compensatory damages because of claims covered by this insurance; (2) sums the Company agrees to pay in settlement of such claims, whether or not the Insured's legal liability has been determined; and (3) "defense costs" as defined above.

EXCLUSIONS: Coverage under this policy does not apply to any (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties; or (vii) performance of notarial service for any business which the Insured owns, is a partner of, manages or controls

OTHER INSURANCE: This insurance is excess over any other applicable insurance whether such insurance is primary, excess, contributory, contingent, or otherwise and whether such insurance is collectible or not, unless such other insurance is written to be specifically excess over the insurance provided by this policy.

INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

- (a) Upon knowledge of any occurrence which may reasonably be expected to result in a claim or suit, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the potential claimant and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event longer than forty-five (45) days after discovery.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice summons or other process received by it or its representative
- (a) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured for acts, errors or omissions with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, admit any liability, assume any obligation or incur any expense except with the prior written consent of the Company

SUBROGATION: In the event of any payment for any loss under this insurance, the Company shall be subrogated to all of the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights to the Company. The Insured shall do nothing after loss to prejudice such rights

ASSIGNMENT: This policy shall be void if assigned or transferred without the Company's written consent

ACTION AGAINST COMPANY: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment after actual trial or by written agreement of the Insured, the claimant, and the Company

Any person or organization or the legal representative thereof, who is signatory to such judgment or written agreement, shall thereafter be able to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability nor shall the Company be impleaded by the Insured or the Insured's legal representative

CANCELLATION: This policy may be cancelled by the Insured by surrender hereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when such cancellation shall be effective. During the first ninety (90) days that this policy is in force, the Company may cancel it for any reason upon twenty (20) days' written notice to the Insured, and the Company may cancel this policy upon ten (10) days' written notice at any time for nonpayment of premium. After this policy has been in effect for ninety (90) days, it may be cancelled by the Company upon at least forty-five (45) days' written notice to the Insured if cancellation is for (1) a material misstatement, (2) nonpayment of premium, (3) failure to comply with underwriting requirements established by the Company within ninety (90) days of the date of effectuation of coverage, (4) a substantial change in the risk covered by the policy, or (5) when the cancellation is for all insureds under such policies for a given class of insureds. A pro rata return premium shall be allowed on cancellation, but payment of unearned premium is not a condition of cancellation. If the policy is not to be renewed the Company shall give the Insured at least forty-five (45) days' written notice stating the reason or reasons for nonrenewal

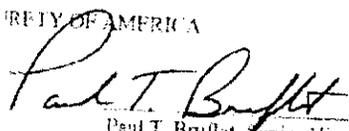
TELEPHONE NUMBER: To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, the Company's telephone number is (605) 336-0850

Dated, signed and sealed this 4th day of February, 2009

Address claims to:
UNIVERSAL SURETY OF AMERICA
P.O. Box 5077
Sioux Falls, SD 57117-5077
605 336 0850

UNIVERSAL SURETY OF AMERICA

By


Paul T. Bruffat, Senior Vice President

NOTARY I.D. NO.
978113

COMMISSION NO.
DD 857262

STATE OF FLORIDA

Executive Department

I, Charlie Crist, Governor of Florida, by virtue of the authority vested in me
by the Constitution and Laws of this State,
do hereby commission

Vickie Lynn Harris

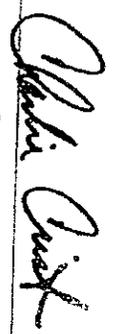
to be

NOTARY PUBLIC

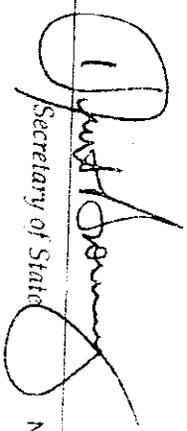
in and for the State of Florida
from February 3, 2009 through February 2, 2013 and in the

Name of the People of the State of Florida to have, hold and exercise the said office and
all the powers and responsibilities appertaining thereto, and to receive the privileges
and emoluments thereof in accordance with the law,

In Testimony Whereof, I do hereunto set my hand and cause to be affixed the
Great Seal of the State, Tallahassee, Florida.



GOVERNOR



Secretary of State

N P U

1 of 3

Doug Nichols

2023 St Lucie Blvd #9
Fort Pierce, FL 34946
772-260-4297
Dnbi215@hotmail.com

April 13, 2012

To Whom it may concern:

It is with pleasure that I write this letter of recommendation for Paul "Dr Sold" Labosierre of the Keyes Company. I have worked with Paul and his team of real estate professionals for over ten years during which time we have completed about seventy transactions dealing with the purchase and/or sale of real estate in Port St Lucie. Transactions have included lot purchases, house purchases, and sales of both newly built and refurbished homes.

What sets Paul apart from other Realtors that I have dealt with is his team's professionalism in their dealings with all parties involved in the transactions including buyers, sellers, real estate agents, lenders, appraisers, legal representatives, governmental staff and title companies. Many Realtors are good salespeople and a few are competent administrators, but Paul's team has consistently shown themselves to perform professionally and honorably in all aspects of the transaction.

Paul loves to sell and he has the unique ability to bring buyers and sellers (and their representatives) together to close sales. His skills have been equally effective in boom times as well as during the more challenging market of the last several years. Over the years I have seen him continue to study and improve his sales and marketing skills and then impart that knowledge to other members of his sales and administrative staff.

Please contact me if you have questions regarding any of the above.

Doug Nichols



2005



ProServe International Inc.

To Whom It May Concern:

Please accept this letter of recommendation for Mr. Paul Labossiere, It has been my great pleasure to know Mr. Labossiere for several years conducting multiple real estate transactions and he has proved to be a valuable asset to our investment company.

Additionally Mr. Labossiere realizes that he cannot be at all places at all times and has chosen to employ multiple assistants, including his wife Cathy, closing manager Vickie Harris, and field assistant, Irene Stulak.

This Team approach has given Mr. Labossiere a significant advantage over his peers and allows for a much more efficient and professional sales transaction. I would highly recommend his services to anyone who expects a higher level of service in the real estate business.

Sincerely,

Ronald L Schmidt
ProServe International Inc.

PO Box 439
Palm City, FL 34991

Phone: 772-286-1668

Fax: 772-286-3213



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE
1940 N. MONROE ST.
TALLAHASSEE

FL 32399-0783

850-487-1395

LABOSSIERE, PAUL EDWARD
2074 SE WALD STREET
PORT SAINT LUCIE FL 34984

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida. and congratulations on your new license!



STATE OF FLORIDA AC# 6059654
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BK666542 03/23/12 00000000

REAL ESTATE BROKER
LABOSSIERE, PAUL EDWARD

IS LICENSED under the provisions of Ch.475 FS.
Expiration date: SEP 30, 2013 L12032302869

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC#6059654

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

SEQ# L12032302869

DATE	BATCH NUMBER	LICENSE NBR
03/23/2012	000000000	BK666542

The BROKER
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: SEP 30, 2013

LABOSSIERE, PAUL EDWARD
2074 SE WALD STREET
PORT SAINT LUCIE FL 34984

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE
1940 N. MONROE ST.
TALLAHASSEE

FL 32399-0783

850-487-1395

BROWN, STEPHEN J
108 NW PLEASANT GROVE WAY
PORT SAINT LUCIE FL 34986

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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Our mission at the Department is License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SL3124809 03/25/11 108219627

REAL ESTATE SALES ASSOCIATE
BROWN, STEPHEN J

IS LICENSED under the provisions of Ch. 475 FS.
EXPIRES on MAR 31, 2013 111032501468

DETACH HERE

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

SEQ# L11032501468

DATE	BATCH NUMBER	LICENSE NBR
03/25/2011	108219627	SL3124809

The SALES ASSOCIATE
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: MAR 31, 2013

BROWN, STEPHEN J
108 NW PLEASANT GROVE WAY
PORT SAINT LUCIE FL 34986

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM
SECRETARY

103 22

DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
7/5/2011

CERTIFICATE HOLDER:

Proof of Insurance

INSURED:

Miti Holdings, LLC & The Keyes Company

2121 S.W. 3rd Avenue
Miami FL 33129

DESCRIPTION OF OPERATIONS CONTINUED:

4417 Ocean Blvd., LLC
Kendall Perrine, LLC
Sunset Kendall LLC
PSL, LLC
KNSB, Inc.
2423 Le Jeune Rd., LLC
2121 Coral Way, LLC
4700 Sheridan, LLC
Michael & Timothy Pappa

JOFS RKO Coverage

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/17/11

PRODUCER
Tom Gallagher Insurance
5000 SW 75th Ave Suite 301
Miami, FL 33155

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
The Keyes Company Realtors
2121 Southwest 3rd Ave
Miami, FL 33129

INSURERS AFFORDING COVERAGE

INSURER A: AXIS Surplus Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Errors & Omissions	ECN000134001101	08/17/2011	08/17/2012	\$1,000,000 each claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Retention Each Wrongful Act \$50,000

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
[Signature]

Bridgefield Employers Insurance Company™

Member of Liberty Mutual Group
A Stock Insurer • P.O. Box 988 • Lakeland, FL 33802-0988

30F 3

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Carrier code 31267

Policy number 830-00346

Item 1. Insured

Prior policy number _____

Name Keyes Company, The
and
Address 2121 S.W. 3rd Avenue
Miami, FL 33129

RISK I.D. 094491800

Individual Corporation
Partnership Subchapter "S"
Other

Other workplaces not shown above:

SEE EXTENSION OF INFORMATION PAGE ITEM 1

FEIN 59-0897518

Item 2. Policy period

From 04/01/11 to 04/01/12 12:01 a.m. standard time at the address of the insured as stated herein.

Item 3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	each employee
Bodily Injury by Disease	\$	500,000	policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

Alabama Arkansas Georgia Kentucky Louisiana Mississippi North Carolina South Carolina Tennessee

D. This policy includes these endorsements and schedules:

SEE EXTENSION OF INFORMATION PAGE ITEM 3.D

Item 4. Premium

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Base: Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
SEE EXTENSION OF INFORMATION PAGE ITEM 4				

Total Estimated Annual Premium \$ 11,798.65

Minimum Premium \$ 219.00

Expense Constant \$ 200.00

This policy, including all endorsements issued therewith, is hereby

Countersigned by

Date 01/28/11

3759 Wells Fargo Insurance Services USA, Inc.

Its Date Prepared: 01/28/11



State Farm

State Farm Mutual Automobile Insurance Company

7401 Cypress Gardens Boulevard
Winter Haven FL 33888

AT1 223C -6793 A

004782

LABOSSIERE, PAUL E & CATHY
2597 SW GABOR CT
PORT ST LUCIE FL 34953-2535

#-3832
10/17/11
\$537.94

PREMIUM NOTICE

POLICY NUMBER 670 5956-E15-59C

NOV 15 2011 to MAY 15 2012

DATE DUE
NOV 15 2011

PLEASE PAY THIS AMOUNT

\$537.94

Coverages and Limits

Premiums

A	Liability	
	Bodily Injury 500,000/500,000	
	Property Damage 500,000	266.09
P10	No Fault	57.52
C	Medical Payments 10,000	21.50
D	250 Deductible Comprehensive	27.71
G	250 Deductible Collision	68.24
H	Emergency Road Service	1.60
R1	Car Rental & Travel Expense	
	80% Per Day, \$1,000 Max	12.00
U3	Uninsured Motor Vehicle	
	Bodily Injury 25,000/50,000	76.38
	Premium Amount	531.04
	Plus	
	FHCF Assessment	6.90
	Amount Due	\$537.94

Your premium has already been adjusted by the following:

Premium Reductions

Multiple Line	51.20
Antilock Brakes	18.45
Multicar	36.58
Antitheft	2.73
Vehicle Safety	16.72
Accident-Free	116.95
Homeownership	11.60

Your premium is based on the following... If not correct, contact your agent.
2008 TOYOTA PRIUS VIN JTDKB20U283412447

Class 1H3050C0002

Drivers of vehicle in your household...

There are no male or unmarried female drivers under age 25 assigned to this car.

As of NOV 15 2011 our records show the principal driver of this vehicle will be age 45.

Ordinary use of vehicle...

Business.

Driven over 12,000 miles annually.

Your policy has increased 1.3% due to the Florida Hurricane Catastrophe Fund Assessment.

You are receiving the Homeownership Discount because a resident non-employee driver reported to us owns a residence that they live in at least part of the time. Please contact your agent if this is no longer accurate.

CONVENIENT PAYMENT OPTION: To use State Farm's 50-50 payment plan, submit one half of your premium plus a \$2.00 handling charge. The balance will be due 60 days after your renewal date.

Your premium may be influenced by the drivers listed below and other individuals permitted to operate your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that own or regularly operate any vehicle in your household.

CATHY LABOSSIERE, PAUL E LABOSSIERE, JENNIFER PORTILLO, IRENE STULAK.

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please contact your agent.

*** Your policy has the Guaranteed Renewal Endorsement. ***

Thanks for letting us serve you...

CRAIG KARRAKER INS AGCY INC
(772)340-2980

67 7882 5317

See reverse side for important information.
Please keep this part for your record.

Prepared SEP 26 2011

ST19
0101-K18058

Policy Number: 2033-83-23

Account: 21ST CENTURY INSURANCE

Insurer: 21st Century Centennial Insurance Company

The Policy Period Begins and Ends at 12:01 A.M.

Standard Time From 01/27/12 To 07/27/12

Effective Date of Change: 01/27/12

Named Insured

STEPHEN BROWN
DIANNE BROWN
108 NW PLEASANT GROVE WAY
PORT SAINT LUCIE, FL 34986

Customer Service Center:
21st CENTURY INSURANCE
21ST CENTURY PLAZA
P.O. BOX 15510
WILMINGTON, DE 19850-5510

POLICY SERVICE: To make a change to your policy call 1-800-241-1188

CLAIMS: Call anytime to report an accident or loss 1-888-244-6163

ST: 09 CO: 0054 ACCT: 00009958

DESCRIPTION OF YOUR COVERED AUTO(S):

AUTO	TERR	SYMBOL	AGE	YR	MAKE-MODEL	SERIAL NUMBER	CLASS
1	058	1522454436363545	10	03	LINCOLN TOWN CAR EXECUTIVE	1LNHM81WX3Y634264	B4NE01
2	058	1416383852524442	8	05	HONDA ACCORD EX	1HGCM56845A013347	61DE01

COVERAGE IS ONLY PROVIDED WHERE A SPECIFIC PREMIUM CHARGE IS SHOWN

COVERAGE	LIMITS OF LIABILITY	AUTO 1	AUTO 2
Bodily Injury.....	\$100,000/ \$300,000 Per Person/Accident	\$ 280.79	\$ 125.80
Property Damage.....	\$100,000 Per Accident	\$ 75.71	\$ 41.51
Personal Injury Protection.....	\$10,000 Overall Maximum	\$ 116.73	\$ 79.92
Basic Medical Expenses....	80% of Expenses		
Basic Work Loss.....	60% of Expenses		
Replacement Services.....	Subject To Overall Maximum		
Death Benefits.....	\$5,000 Maximum		
Uninsured Motorist			
Bodily Injury.....	Without Stacking \$100,000/ \$300,000 Per Person/Accident	\$ 68.07	\$ 101.01
Comprehensive.....	Deductible AUTO#1 \$500 #2 \$500	\$ 21.47	\$ 22.32
Collision.....	Deductible AUTO#1 \$500 #2 \$500	\$ 107.43	\$ 68.34
Total Premium Per Auto		\$ 670.20	\$ 438.90

Florida Hurricane
Catastrophe Fund Assessment
(1.3% of total policy
premium)

\$ 14.42

*** THIS IS NOT A BILL ***

TOTAL FULL TERM PREMIUM

\$ 1,123.52

WE LOOK FORWARD TO CONTINUING YOUR
AUTOMOBILE COVERAGE AT THIS RENEWAL.

THANK YOU!

Authorized Company Representative (where required)

0000111FL 1009999N2U3583230443

PROPOSER'S QUESTIONNAIRE
RFP #20120049
Real Estate Services

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this 13 day of April, 2012.

Keyes Company Realtors

Name of Organization / Proposer

By: The Keys Company Realtors

Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other?
Corporation

2. Firm's name and main office address, telephone and fax number, e-mail:
Keys Company Realtors, 910-912 SW Gatlin Blvd., Port St. Lucie, FL
34986 Office 772-343-7261 Fax 772-343-9603 E Mail:
Jenn@fpregroup.com, Paul@fpregroup.com, Browniegolfman@aol.com

3. Give the names of the person who will be authorized to make decisions and speak as a representative of the Proposer, their titles, addresses and telephone and facsimile numbers.
Paul Labossiere, Team Leader 910 Gatlin Blvd. PSL Fax
Steve Brown, Agent

4. Firm's previous names (if any).
Florida Professional Real Estate acquired by the Keyes Company July 2011

5. How many years has your organization or individual been in real estate business and locations?
Years: 86 Location(s): 27 offices throughout Dade, Broward, Palm Beach, Martin, St. Lucie
Orange and Volusia Counties.

Licenses: Licensed Real Estate Broker Certifications: _____

6. Names of personnel (if other than Proposer) that will be performing requested realtor services/work:

Paul Labossiere _____
Steve Brown _____

7. Proposer sale & lease history?

Date Commercial/Residential Sq ft Location Sale price Annual lease Listing Date
 See Addenda Exhibit "2011-2012 to date Track Record"

This is a word document as lines as needed.

8. List training/education of Proposer and Proposer staff that will be assigned to this project:
Paul Labossiere, BA Legal Studies, Graduate Realtor Institute, Certified Residential Specialist, 5 Star REO Certified,

9. Provide market and advertising methods. See Addenda Exhibit "Advertising"

This is a word document as lines as needed

- 10. List knowledge of public real estate records that will be used by your firm. **See Below
- 11. List method use for rent/lease assessment **See Below
- 12. Method used for background checks. SEE Addenda "Scott Roberts & Associates"
- 13. List marketing strategies used for lease properties **See Below
- 14. List marketing strategies used for properties for sale **See Addenda "Listing Plan of Action"
- 15. Broker agrees to abide by the terms and conditions of the City Contract.

x Miki Poppea Signature x Broker of Record Title

16. ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

N/A

Addendum Number	Date Issued

17. Proposed cost schedule:

Please enter here proposed schedule of costs that is being proposed by this submittal or percentage of the NET value (after all expenses) of the lease or sale that your firm will charge for the services that you will be providing. The City will not enter into an open-ended contract. This would be a one-time fee percentage of the new value of the lease or value of the net sale to the City.

Service Fee **See Fee Schedule Below.

Sale	3.98% Net value
Lease	_____ % Net Value

Additional Services	Rate
Transaction Coordination	0
_____	_____
_____	_____

This is a word document as lines as needed.

- # 10. We are proficient with searching all public records of St. Lucie County including Clerk of the Circuit Court for the recording department and Civil Division cases and proceedings, St. Lucie County Tax Collectors office for real estate taxes due and past due and St. Lucie County Property Appraisers office providing the address, legal descriptions and Owners names for our searches.
- # 11. Rent and Lease assessment will be determined by analysis of comparative properties, market rents vs contract rents. MLS, News Paper ads, craigslist etc.
- # 13. Classified advertising with heavy emphasis on internet via, Realtor.com, Craigslist and the Realtor Multiple Listing Service.

#7

TOP PRODUCERS REPORT

STANDARD REPORT

Addenda Exhibit "2011-2012 to date Track Record"

Published : Apr. 2012*
 Rank by : Total Sales in Units
 Price Range : 0 - No Limit
 Date Range : 1/1/2011 - 3/31/2012
 Prop Type : All property types
 County/Geo Area : St. Lucie County

Rank	ID	Agent	Office Code	Office Name	Total Sales in units	Total Units Mkt %	Total Sales in \$,000	Total \$,000 Mkt %	Listing Sales in units	Listing Units Mkt %	Avg List Sold (\$,000)	Buyer Sales in units	Buyer Units Mkt %	Avg Buyer Sold (\$,000)
1	50666542	Labossiere, Paul	802246	The Keyes	237	1.9%	20,519	1.6%	150	2.4%	88.6	87	1.4%	83.2
2	90328777	Poger, Erin	801872	Ekp Realty.	162	1.3%	14,496	1.1%	155	2.5%	90.7	7	0.1%	62.1
3	50380410	Bradley, Mickey	801666	Bradley &	109	0.9%	11,160	0.9%	87	1.4%	104.4	22	0.4%	94.9
4	50616444	Miret, Chris	500911	Re/max 100	99	0.8%	11,096	0.9%	75	1.2%	113.6	24	0.4%	107.5
5	50150856	Lobrutto, Bill	500113	Re/max	91	0.7%	7,631	0.6%	90	1.5%	83.6	1	0.0%	108.0
6	53079288	Eggeting, Bill	500911	Re/max 100	83	0.7%	10,086	0.8%	48	0.8%	127.0	35	0.6%	114.0
7	53057946	Bezak, Lisa	500901	Prudential	83	0.7%	6,931	0.5%	77	1.2%	81.5	6	0.1%	109.3
8	50371725	Gallo, Paulette	500085	Lakewood	77	0.6%	6,314	0.5%	37	0.6%	81.9	40	0.6%	82.1
9	53097439	Columbo, Susan	800463	Re/max	74	0.6%	5,191	0.4%	65	1.0%	73.4	9	0.1%	46.9
10	20005130	Villipart, Linda	801666	Bradley &	71	0.6%	5,982	0.5%	67	1.1%	86.5	4	0.1%	47.0
11	53015857	Harrington,crs..	801860	Harrington &	65	0.5%	5,207	0.4%	51	0.8%	85.4	14	0.2%	60.9
12	53043612	Horn, Ed Van	500850	Van Horn	65	0.5%	4,235	0.3%	65	1.0%	65.2	0	0.0%	0.0
13	20005773	Silva, Maria	801748	Master Key	60	0.5%	7,021	0.6%	49	0.8%	133.3	11	0.2%	99.0
14	50688463	Rodriguez, Kay	802190	Lang Realty.	59	0.5%	17,577	1.4%	36	0.6%	297.7	23	0.4%	298.3
15	60571729	Pa. Gregory	500911	Re/max 100	59	0.5%	4,876	0.4%	52	0.8%	86.7	7	0.1%	52.3

*All reports are published Apr. 2012, based on data available at the end of Mar. 2012. **No longer with this broker or office info is not available. ***No longer with this office/broker or agent info is not available. All reports presented are based on data supplied by the Realtor Association of The Palm Beaches, Jupiter, Tequesta, Hobe Sound Association of Realtors, St. Lucie Association of Realtors and RMLS (direct members). Neither the Association nor its MLS guarantees or is in anyway responsible for its accuracy. Data maintained by the Association or its MLS may not reflect all real estate activities in the market. COPYRIGHT (c) TRENDGRAPHIX, Inc

8 10-7

UNIVERSITY OF CENTRAL FLORIDA

Upon the Nomination of the Faculty
has conferred upon

Paul EDWARD Zahorsiere

the Degree of
Bachelor of Arts
Legal Studies

With all the rights and privileges therunto appertaining.

*Given under the Seal of the University of Central Florida at
Orlando in the State of Florida this eighth day of May,
in the year Nineteen hundred and Ninety-three.*

Paul S. Dantz
Chairman, Board of Regents

Richard Oesterlin
Provost and Vice President for Academic Affairs



John C. Hill
President

Blanche Mearns
Dean, College of Health and Public Affairs

State University System of Florida

#E 2057



THE FIVE STAR INSTITUTE

FOR DEFAULT SERVICING PROFESSIONALS

CERTIFICATE OF COMPLETION

PAUL LABOSSIERE

COMPLETED

RES. NET AGENT CERTIFICATION

MAY 2009

Mark Hulme

MARK HULME, PRESIDENT

RECEIVED

THE FIVE STAR INSTITUTE FOR DEFAULT SERVICING PROFESSIONALS

#8 3257

CERTIFICATE OF MEMBERSHIP

This certifies that

PAUL LABOSSIERE

Has completed all requirements for admission to the

ST. LUCIE ASSOCIATION OF REALTORS®, INC.

Has been duly sworn in as a member on

This 16TH day OF JULY 1999

And is entitled to all the rights and privileges of membership

Paul Young
President

#B 4017



aspen
Group Learning

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Date Completed : 2011-07-25

8 527



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THE FIVE STAR INSTITUTE

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TO

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[Signature]

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\$799,000
4 Bed, 3 Bath 2,950 Sq Ft 4.35 Acre Lot

New Construction Custom Home with unbelievable views of the intra coastal waterway.25... more



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\$759,900
4 Bed, 4 Bath 2,925 Sq Ft 0.32 Acre Lot

This beautiful water front home represents the absolute best of everything.The seller... more



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1001 Saeger Av Fort Pierce, FL 34982

Call Paul at (772) 343-7260

\$324,900

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- Description updated to **3701 S Indian River Dr** 4/13/2012
 - Description updated to **1712 Rio Vista Dr** 4/13/2012
 - Description updated to **1001 Saeger Av** 4/13/2012
 - Description updated to **3213 SW Solitaire Palm Dr** 4/13/2012
 - Description updated to **3213 SW Solitaire Palm Dr** 4/13/2012
 - Description updated to **1477 SW Gilroy Rd** 4/13/2012
 - Description updated to **1477 SW Gilroy Rd** 4/13/2012
 - Description updated to **10542 SW Westlawn Blvd** 4/13/2012
 - Description updated to **10542 SW Westlawn Blvd** 4/13/2012
 - Description updated to **608 Ramie Lane** 4/13/2012
 - Description updated to **951 SW Jasper Av** 4/13/2012
 - Description updated to **11409 SW Pembroke Dr** 4/13/2012
 - Description updated to **9072 SE Sandridge Av** 4/13/2012



3 Bed, 2 Bath 2,468 Sq Ft 0.98 Acre Lot

Wow!! White City Treasure. One Acre estate site well off the main road with deeded ... more

373 Sw Sun Cir Palm City, FL 34990

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\$309,900



4 Bed, 4 Bath 3,300 Sq Ft

RARE FIND! Situated on an oversized Cul-De-Sac homesite in the prestigious Copper Lea... more

3213 Sw Solitaire Palm Dr Palm City, FL 34990

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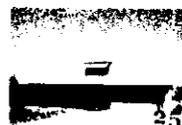
\$189,900

3 Bed, 2 Bath 1,765 Sq Ft 6,970 Sq Ft Lot

This is a Fannie Mae HomePath property. Purchase this property for as little as 3% do... more

1477 Sw Gilroy Rd Port Saint Lucie, FL 34953

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\$164,900

5 Bed, 3 Bath 3,435 Sq Ft 0.31 Acre Lot

Seller to pay closing costs for buyer Don't miss out on this opportunity! *Owner wi... more

10542 Sw Westlawn Blvd Port Saint Lucie, FL 34987

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\$149,900
4 Bed, 3 Bath 2,537 Sq Ft 6,534 Sq Ft Lot

1279 SW CEDAR COVE
PORT SAINT LUCIE, FL 34986

4 BEDROOMS, 3 BATH, 2 CAR GARAGE PLUS APARTMENT OVER THE GARAGE WITH SEPARATE ENTRANC... more



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1279 Sw Cedar Cove Port Saint Lucie FL 34986

Call Paul at (772) 343-7261

\$149,900
3 Bed, 2 Bath 2,152 Sq Ft 0.25 Acre Lot

102 SW ANDOVER CT
PORT SAINT LUCIE, FL 34953

Bank of America pre-qual required on ALL financed offers. 3/2/2 pool home backs to go... more



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102 Sw Andover CT Port Saint Lucie FL 34953

Call Paul at (772) 343-7261



\$145,000
4 Bed, 2 Bath 1,956 Sq Ft 0.68 Acre Lot

608 RAMIE LANE
PORT SAINT LUCIE, FL 34957

Previous offer countered by the Bank at \$150,000 Bring your Offers! A+++ Locati... more



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608 Ramie Lane Port Saint Lucie FL 34957

Call Paul at (772) 343-7261



\$140,600
3 Bed, 3 Bath 2,827 Sq Ft 0.29 Acre Lot

16
608 RAMIE LANE
PORT SAINT LUCIE, FL 34957

Bank of America pre-qual required on ALL financed offers. This is a 3/2.5 pool home l... more



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1091 Sw Mataro Av Port Saint Lucie, FL 34953

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\$139,900

4 Bed, 3 Bath 2,437 Sq Ft 0.23 Acre Lot

Beautiful virtually never lived in 4/3/3 home features formal living, family room, di... more

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951 Sw Jasper Av Port Saint Lucie, FL 34953

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\$134,900

5 Bed, 3 Bath 2,437 Sq Ft 0.23 Acre Lot

This 5/3/2 Liberty Model located in a desirable area off of Paar between Port St Lucie... more

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11409 Sw Pembroke Dr Port Saint Lucie, FL 34953

Call Paul at (772) 243-7261



\$134,900

2 Bed, 2 Bath 1,526 Sq Ft 5,227 Sq Ft Lot

Bank of America pre-qual required on ALL financed offers. This is a Lake Front 2/2/2... more

Keyes

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9072 Se Sandridge Av Holy Spirit, FL 33455

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\$134,000

3 Bed, 3 Bath 1,982 Sq Ft 7,405 Sq Ft Lot

Bank of America pre-qual required on ALL financed offers. This is a Lake Front 3/2/2... more

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3/3/1 home features formal living, formal dining, family room, inside utility, and wo... more

2157 Sw Wayne St Port Saint Lucie, FL 34984

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\$132,920
4 Bed, 2 Bath 2,032 Sq Ft 0.46 Acre Lot

This home is an NSP property, owned by the City of Port St Lucie. The NSP home purcha... more



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Port Saint Lucie, FL 34953

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\$132,500
4 Bed, 2 Bath 2,261 Sq Ft

Normal real estate sale, no short sale, no foreclosure. This 2005 custom built 2,261... more



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2218 Sw Newport Isles Blvd Port Saint Lucie, FL 34953

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\$127,900
4 Bed, 2 Bath 2,731 Sq Ft 6,534 Sq Ft Lot

You'll love this 4 bedroom, 2 1/2 bath, 2 story Beach Comber Model Fml living, fml d... more



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554 Sw Backert Av Port Saint Lucie, FL 34953

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\$119,900
4 Bed, 2 Bath 2,236 Sq Ft 0.23 Acre Lot



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322 Sw Panther Tree Port Saint Lucie, FL 34953

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4/2/2 home features new interior paint, new carpet, new linoleum flooring, formal liv... more

322 Sw Panther Tree Port Saint Lucie, FL 34953

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\$115,000
4 Bed, 2 Bath 2,074 Sq Ft 0.23 Acre Lot



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Buyers should obtain a free prequalification letter from Wells Fargo Home Mortgage or... more

3658 Sw Carmody St Port Saint Lucie, FL 34953

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\$112,860
4 Bed, 2 Bath 2,244 Sq Ft 0.23 Acre Lot



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4/3/2 double door entry to formal living, formal dining, family room, breakfast nook,... more

163 Sw Oakridge Dr Port Saint Lucie, FL 34984

Call Paul at (772) 343-7261



\$109,900
4 Bed, 2 Bath 2,552 Sq Ft 0.23 Acre Lot



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This is a 4/2/2 located in a desirable area close to Turnpike, shopping, resaurants a... more

582 Sw Fields Av Port Saint Lucie, FL 34953

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\$104,900



3 Bed, 2 Bath 1,986 Sq Ft 0.23 Acre Lot

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Buyers should obtain a free prequalification letter from Wells Fargo Home Mortgage or... more



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2113 Sw Idaho Port Saint Lucie, FL 34953

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\$104,900
3 Bed, 2 Bath 1,808 Sq Ft 0.23 Acre Lot

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1502 Sw Lexington Dr Port Saint Lucie, FL 34953

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\$104,225
3 Bed, 2 Bath 1,895 Sq Ft 0.24 Acre Lot

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1949 Sw Flower Av Port Saint Lucie, FL 34953

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\$103,878
3 Bed, 2 Bath 1,758 Sq Ft 0.23 Acre Lot

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2117 Sw Alloway Av Port Saint Lucie, FL 34953

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\$102,579
3 Bed, 3 Bath 2,540 Sq Ft 0.24 Acre
Lot

Bank of America pre-qual required on ALL
financed offers. 2-Story 3/2.5/2 home
featur... more

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362 Sw Duxbury Av Port Saint Lucie, FL 34983

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\$102,300
4 Bed, 2 Bath 1,705 Sq Ft 0.23 Acre
Lot

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City of Port St Lucie. The NSP home
purcha... more

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742 Nw Bristol St Port Saint Lucie, FL 34983

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\$100,700
4 Bed, 2 Bath 1,914 Sq Ft 0.23 Acre
Lot

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purcha... more

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1410 Sw Iffla Av Port Saint Lucie, FL 34983

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\$99,900
4 Bed, 3 Bath 2,792 Sq Ft 0.24 Acre
Lot

Bank of America pre-qual required on ALL
financed offers. 2-Story 4/2.5/2 features fo...
more

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3710 Sw Kistler St Port Saint Lucie, FL 34953

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\$99,000

3 Bed, 2 Bath 1,869 Sq Ft 0.23 Acre Lot

3/2/2 home features formal living, formal dining, family room, breakfast nook area, s...

3/2/2 home features formal living, formal dining, family room, breakfast nook area, s... more



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1207 Sw Bellevue Av Port Saint Lucie, FL 34953

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\$96,700

3 Bed, 2 Bath 2,522 Sq Ft 0.23 Acre Lot

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2071 Sw Judith Lane Port Saint Lucie, FL 34953

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\$95,100

3 Bed, 2 Bath 1,808 Sq Ft 0.23 Acre Lot

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274 Sw Panther Tree Port Saint Lucie, FL 34953

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12

\$94,400

3 Bed, 2 Bath 1,893 Sq Ft 6,970 Sq Ft Lot

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Bank of America pre-qual required on ALL financed offers. 3/2/2 home located in Sawgr... more

2757 Se Grand Dr Port Saint Lucie, FL 34952

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\$91,086
3 Bed, 2 Bath 1,598 Sq Ft 0.37 Acre Lot

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2231 Se Lucaya St Port Saint Lucie, FL 34952

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\$91,025
3 Bed, 2 Bath 1,655 Sq Ft 0.23 Acre Lot

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703 Se Evergreen Ter Port Saint Lucie, FL 34987

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\$89,700
3 Bed, 2 Bath 1,634 Sq Ft 0.27 Acre Lot

Bank approved price.Pool/spa home only needs minor repairs!Fenced backyard! Wood lam... more



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513 Nw Lincoln Av Port Saint Lucie, FL 34983

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\$88,000





4 Bed, 3 Bath 1,816 Sq Ft 0.23 Acre
Lot

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2089 Se Parrot St Port Saint Lucie, FL 34952

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\$86,420
3 Bed, 2 Bath 1,490 Sq Ft 0.23 Acre
Lot



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512 Nw Avens St Port Saint Lucie, FL 34953

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\$86,400
3 Bed, 2 Bath 1,490 Sq Ft 0.23 Acre
Lot



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749 Sw Lansdowne Av Port Saint Lucie, FL 34953

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\$83,490
3 Bed, 2 Bath 1,518 Sq Ft 0.27 Acre
Lot



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826 Sw Duncan Ter Port Saint Lucie, FL 34953

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\$83,105
3 Bed, 2 Bath 1,511 Sq Ft 0.23 Acre
Lot

14692 SW PALEY RD
PORT SAINT LUCIE, FL 34953

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4692 Sw Paley Rd Port Saint Lucie, FL 34953

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\$80,968
3 Bed, 2 Bath 1,396 Sq Ft 0.23 Acre
Lot

4692 SW PALEY RD
PORT SAINT LUCIE, FL 34953

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Port Saint Lucie, FL 34987

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\$79,900
3 Bed, 2 Bath 1,294 Sq Ft
Lot

1410 SE PORTILLO RD
PORT SAINT LUCIE, FL 34952

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1410 Se Portillo Rd Port Saint Lucie, FL 34952

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\$79,500
3 Bed, 2 Bath 1,395 Sq Ft 0.23 Acre
Lot

1410 SE PORTILLO RD
PORT SAINT LUCIE, FL 34952

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502 Sw Bacon Ter Port Saint Lucie, FL 34953

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\$78,000
3 Bed, 2 Bath 1,988 Sq Ft 0.27 Acre
Lot

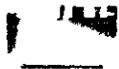
3/2/2 Pool Home located on a corner lot features formal living, formal dining, family... more



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2038 Certosa Rd Fort Saint Lucie, FL 34957

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\$77,740
3 Bed, 2 Bath 1,196 Sq Ft 0.23 Acre
Lot

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1858 Se Vesthaven Ct Fort Saint Lucie, FL 34953

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\$76,900
3 Bed, 2 Bath 1,220 Sq Ft 9,583 Sq
Ft Lot

This Turn-Key is perfect for an Owner Occupant or Investor, 3/2 carport home has been... more



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1842 Ne 22nd Av Jensen Beach, FL 34957

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\$74,900
3 Bed, 2 Bath 1,092 Sq Ft 6,098 Sq
Ft Lot

This is a 3 bedroom, 2 bath, 1 car garage, covered/screened porch features great room... more



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\$73,380

3 Bed, 2 Bath 1,194 Sq Ft 0.23 Acre
Lot

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583 Se Greenway Ter Port Saint Lucie, FL 34983

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\$72,000

2 Bed, 2 Bath 1,200 Sq Ft 0.28 Acre
Lot

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Paul E. Labossiere "DR. SOLD"
Cathy Labossiere
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Specialization

I specialize in representing my clients in the purchases and sales of new and resale single-family residences as well as income property within Port St Lucie, St Lucie West, and all of St Lucie County. I keep current of all transactions in these areas, and I'm also very knowledgeable with the local schools.



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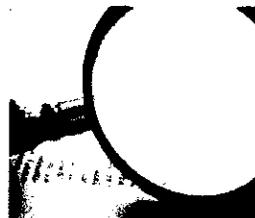
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Listing Plan of Action

My Objectives Are the Following:

1. To assist in getting as many qualified buyers as possible into the property until it is sold.
2. To communicate to the seller the results of our activities.
3. To assist you in negotiating the highest dollar value...between the seller and buyer.

The Following Are the Steps I take to Get a Home Sold... the "Pro-Active Approach":

1. Submit your property to our local Multiple Listing Service.
2. Price your property competitively.... To open the market vs. narrowing the market.
3. Promote your property through my extensive network with professional area realtors.
4. Develop a list of features of the property for the Brokers to use with their potential buyers.
5. Suggest and advise as to any changes you may want to make in your property to make it more saleable.
6. Update you as to any changes in the marketplace.
7. Take a professional digital photo tour of your home and place it on-line at the following web sites: www.HomesInPortStLucie.com, www.Realty.com and in the Multiple Listing Service.
8. Create You Tube Video Presentation on all listed properties that may be viewed on Youtube.com, linked to our web-sites or e-mailed to our clients and customers.
9. Add additional exposure through a professional sign and lock-box.
10. Prospect four hours per day and talk to 40 people per day looking for potential buyers.
11. Contact my buyer leads, sphere of influence and past clients for their referrals and prospective buyers.
12. Keep you aware of the various methods of financing that a buyer might want to use.
13. Follow-up on the salespeople who have shown your property.... for their feedback and response.
14. Represent you on all offer presentations.... to assist you in negotiating the best possible price and terms.
15. Handle all the follow-up upon a contract being accepted.... all mortgage, title and other closing procedures.

#17 Proposed Cost Schedule

Sales:

COOPERATIVE COMMISSION: Allows placement in the Multiple Listing Service (MLS) for all Realtor participation.

Net Sales Price < or = \$ 53,000 Based on Flat Fee.

Listing Broker-\$ 999.00

Selling Broker- \$ 799.00 Co Op

Net Sales Price \$53,001 and up

Total Commission 3.98%

Listing Broker-1.99%

Selling Broker-1.99% Co Op

Lease:

First Month Rent to secure tenant.

(Example: \$800.00 monthly rent)

Lease fee would be \$800.00

Rental Listing Agent \$400.00

Co-Op Leasing Agent \$400.00

Management of Lease: 10% of
Monthly Rent.

Tennant Application Fee: \$75.00

(paid by prospective tenant)

covers Tri-Merge Credit Report,

Criminal Background check and

Employment verification.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) THE KEYES COMPANY	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 2121 SW 3RD AVENUE 5TH FLOOR	Requester's name and address (optional)
City, state, and ZIP code MIAMI, FLORIDA 33129	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
59 0897518

Part II Certification

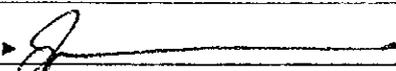
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶



Date ▶ **12-7-07**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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COMMERCIAL LISTING AGREEMENT



Seller's Name _____



Property Address: _____

Date: _____

In this Agreement, the terms "you", "your" or "yours" refer to The Keyes Company and, the terms "we", "us", "our", "ours" refer to the undersigned Seller(s) and the term Branch Office refers to your branch office listed below

1. In consideration of your agreement to use your efforts to find a Buyer for our Property situated in _____ County, Florida, described as follows:

_____ and to list it with other real estate brokers in accordance with the program outlined below, we the undersigned Seller(s) hereby give you, FOR A PERIOD OF TWELVE MONTHS FROM THIS DATE, the exclusive right and authority to find a Buyer for our Property at the following price and terms, or at any other price and terms acceptable to us.

Sales Price: _____

Terms: _____

Interest on encumbrances, taxes, insurance premiums, other expenses, and rents shall be prorated as of the date of closing of sale. Certified improvement liens are to be paid by the Seller, and pending improvement liens are to be assumed by Buyer. The Property is to be sold subject to zoning ordinances and regulations; building restrictions; and conditions, restrictions and easements of public record. Except as set forth in Owner's Disclosure Form signed by Us Seller represents that Seller knows of no violations of any laws, rules or regulations (including building, zoning and hazardous waste and material laws and regulations) imposed by any governmental authority to which the Property in its existing use is subject, that there is no known contamination of the Property and that the Seller and its agents have done nothing to contaminate the Property.

2. When a Buyer¹ is found for our Property, we agree to enter into a contract with the Buyer, the form of which may be your customary contract, the Florida Association of Realtors' current contract, or the local Board of Realtors' contract. Copies of the contract forms are available to us upon our request. The contract will include the terms and conditions of sale, the customary provisions regarding Seller delivering to Buyer title evidence; the examination thereof by the Buyer, Buyer's right to inspect the physical condition of the Property and applicable information regarding the Property and its operations and to conduct an environmental audit to determine the presence of any hazardous materials or waste, and the Seller's curing of any defects therein; and the Buyer's forfeiture of any deposit in the event of Buyer's breach of the Agreement. We agree to execute and deliver to Buyer a Statutory Warranty Deed conveying to Buyer a good, marketable and insurable title to the Property, free and clear of all liens and encumbrances except as set forth in this Agreement. If sale

¹ As used herein, the term "Buyer" includes the successors, assigns or Affiliates of a Buyer, and any person acting for or on behalf of a Buyer, or if more than one Buyer, then on behalf of any Buyer.

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terms include the assumption or transfer of an existing mortgage and the mortgage charges a fee for the assumption or transfer. we agree to pay one-half of any such fees.

3. In consideration of this Agreement, you, The Keyes Company, agree:
 - A. To use your efforts to find a Buyer for the Property.
 - B. To publish the Property in the multiple listing service of the Local Board of Realtors for the area in which our Property is located.
 - C. To advertise the Property, its description, external and internal views of the property, the listing terms, and the terms of any sale of the Property, as you deem advisable in the local newspaper or other media, including the Internet.
 - D. To notify other real estate brokers selected by you that the Property is for sale upon the above terms and conditions.
 - E. To furnish general information regarding the Property and the terms of sale when requested by any cooperating real estate broker or any other person in accordance with the terms of your cooperating agreements, that may include confidentiality and non-circumvention provisions, as you deem advisable, and to assist cooperating brokers in the sale of the Property when you are requested to do so.
 - F. When received from us, to pay promptly a portion of your commission to the licensed real estate broker who cooperates with you in finding a Buyer or tenant for the Property, regardless of whether such cooperating broker is acting as agent or transaction broker for the buyer.

4. In consideration of this Agreement, we, the Sellers, jointly and severally agree:
 - A. To pay you a commission of 7.5% of the sales price of the Property or any interest therein including but not limited to joint-venture and partnership interests, plus applicable sales tax in accordance with this Agreement. Your commission is to be paid whether the Buyer is found by you, by us or by any other person at the price and terms set forth above or at any other price or other terms acceptable to us including any voluntary or involuntary (condemnation) transfer for consideration; or if, we agree to sell or otherwise transfer for consideration the Property or any interest therein within 180 days after the expiration of this Agreement to a Buyer to whom you, we or any other person submitted the Property for sale during the term of this Agreement, or if we prevent your performance under this Agreement.
 - B. To pay you a Transaction Brokerage fee in the amount of \$349.00 at the closing of the sale of the Property.
 - C. To pay for the first \$_____ of marketing expenses as a *marketing allowance* for the initial marketing activities and materials described above. Unless otherwise agreed, in writing we shall pay the applicable vendor for such marketing activities and materials upon our receipt of the vendor's invoice, not to exceed the marketing allowance.
 - D. We have reviewed the information contained in the above description of the Property and represent to you that it is correct and *we know of no adverse fact materially affecting the value of the Property, unless set forth in your Owner's Disclosure Form signed by us which is incorporated herein by reference.* In the event that we subsequently discover any such adverse information we will give you prompt written thereof and we will amend our disclosure statement to reflect it. Upon receipt of the listing brochure, we will promptly review it and will notify you in writing of any inaccurate statements contained in it. Until you receive our written notice, you may rely upon the information contained in the brochure.
 - E. We agree _____ do not agree _____ [initial one] that if under the terms of the Purchase and Sale Contract accepted by us during the term of this Agreement we are required at our expense to provide title insurance to the Buyer, Keyes Title Services shall issue such title insurance on our behalf. ***We understand that You have an indirect 50% ownership interest in Keyes Title Services through one of your subsidiaries, that because of this relationship, a referral to Keyes Title Services may provide You with a financial or other benefit, that there are other providers available with similar services and that we are free to shop around to determine for ourselves***

that we are receiving a competitive price for these services.

- F. We are the Owners of the Property and the undersigned are authorized to enter into this Agreement on behalf of all of the Owners of the Property and to convey title to the Property to a Buyer in accordance herewith, and we hereby give you a lien in our real Property described above to secure payment of your fees.
- G. We agree to cooperate with you in making our Property available for showing to brokers and prospective Buyers at reasonable hours. To the extent within our possession or control, we agree to give you and prospective buyers reasonable access to any surveys, plans, specifications, and engineering documents applicable to the condition of the Property as well as to the reasonable and customary documents applicable to the income and expenses of the Property for the current and preceding two calendar years, including but not limited to (a) the rent roll, (b) income and expense statements (c) service contracts, (d) maintenance contracts and management contracts Unless otherwise stated herein, you may release the key to the Property to the listing salesperson and any cooperating broker for the purpose of showing the Property We will take all reasonable precautions to prevent damage or loss to our Property when making it available for showing; we understand that damage or loss may occur as a result thereof and we release you from all liability and responsibility in connection with any loss or claim that may occur in showing our Property or from advertising our Property.
- H. To refer immediately to you all inquiries of brokers or other persons interested in buying, exchanging, or leasing the Property.
- I. We authorize you to place your "For Sale" sign on the Property, and to place a "Sold" sign thereon prior to the closing of our contract for sale and purchase, and to advertise the Property, including interior and exterior views, in accordance with this Agreement.
- J. If, because of a change in our circumstances, we decide not to sell our Property, we may withdraw this Agreement by giving you seven days prior written notice of withdrawal; in the event we agree to sell the Property after that date of withdrawal but before the original expiration date of this Agreement or within 180 days thereafter to any person to whom you, we, or any other person submitted the Property for sale prior to the original expiration date, then we will pay you your commission. If we terminated this Agreement for any reason other than your failure to abide by it, we shall pay you a fee for your services equal to your commission based upon the sales price set forth in this Agreement.
- K. If during the term of this exclusive listing we lease or sublease the Property or any part thereof, we will pay you, in full, at the commencement of the lease term, and any renewals thereof, or new leases with any such Tenant, a leasing commission at your standard leasing commission of ten percent of the gross rent. If during the term of the lease, or any renewals thereof, the Lessee, its successors, assigns or affiliates² buy the Property or any part thereof, we will pay you your sales commission less any unearned leasing commission received by you. If we trade or exchange our Property or any part thereof, you may represent and receive commissions from both parties to the trade or exchange, but our commission obligation to you shall be limited to the amount stated in this Agreement.
5. As our real estate broker you are authorized to accept, receipt for and hold until closing all money paid as a deposit or binder on any such sale of our Property, and if such deposit is forfeited by the Buyer, you are entitled to receive one-half of such deposit or any other deposit (not to exceed your full commission) for finding the Buyer. If any dispute arises between Buyer, Seller or Broker as to the final disposition of a deposit, you may institute any action permitted under Chapter 475, Florida Statutes to determine who is entitled to it, and the cost of that action including reasonable attorney's fees incurred by you for filing such action shall be paid out of the deposit. You may request the issuance of an Escrow Disbursement Order from the Florida Real Estate Commission notwithstanding the arbitration provisions of this or any other Agreement and in such event we agree to be bound by such

² As used herein the term *Affiliate* means any person or business entity that controls or is controlled by another person or business entity.

Order.

- 6. Where applicable, plural pronouns shall include singular pronouns and the use of any gender shall include all genders. The contract shall be binding on the parties, their heirs, executors, administrators and assigns and shall be governed by the laws of the State of Florida.
- 7. We understand that you and other cooperating brokers are independent contractors and not our agents and that the performance of your services under this or any other agreement or transaction is not subject to our control regardless of any other designation or description in this or any other document or agreement to the contrary and that you are acting as a transaction broker as defined below; that neither your sales personnel nor cooperating brokers are authorized to make, modify or alter this or any other Agreement on your behalf; that they are each solely responsible for their own statements, representations and actions; that you will not investigate, screen or otherwise verify the social, financial or employment background of any party to any transaction and make no representation regarding same; that you may be employed as a broker by the Buyers of Property presented to us and that you may be employed by other Sellers to sell similar Property for them during the term of this Agreement.
- 8. Any controversy or claim arising out of or relating to this Contract, or any transaction contemplated by it, shall any controversy or claim arising out of or relating to this Contract, or any transaction contemplated by it, including but not limited to escrow disputes and any debt collection issues, prior to the expiration of the applicable statute of limitations shall be settled by domestic, and not international, arbitration in the county wherein the property or your Branch Office is located in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association. However, the arbitrator shall be approved by all parties and shall have no authority to modify, alter or amend the terms of this Contract or to award any remedy or relief contrary to the express terms of this Contract. Discovery shall take place in accordance with the Florida Rules of Civil Procedure. The attorneys of record for the respective parties, who shall be members in good standing of the Florida Bar, shall be appointed as umpires for the limited purpose of issuing subpoenas for such discovery and for the final hearing upon filing of a notice of appearance of such attorney with the American Arbitration Association; all disputes related to such subpoenas or other discovery requests shall be resolved by the arbitrator(s). The parties may, by agreement, designate any person to act as neutral arbitrator and at their quest of any party, the dispute shall be heard by a panel of three neutral arbitrators, the cost of which shall be shared equally between the parties. The arbitrator's award shall be based upon the greater weight of the evidence and shall state the specific factual finding made and contractual authority upon which it is based.
- 9. It is agreed that you are not an insurer of the sale of our Property and your fee is based solely upon the value of your services described in the Agreement; if at any time you should become liable by virtue of this Agreement or the transactions contemplated by it whether due to your negligence, intentional conduct or otherwise, your liability is and shall be limited to a sum not to exceed \$250.00 or the commission received by you as a result of this Agreement or such transaction whichever is greater and this sum shall be complete and exclusive.
- 10. This Agreement is the complete and final expression of the understandings between the parties, you have agreed to perform only the services stated herein and there are no other agreements, representations, statements or warranties, expressed or implied, oral or written, of any kind upon which the parties have relied unless reduced to writing and attached to this Agreement. The terms of this Agreement may not be modified or waived unless such modification or waiver is in writing and signed by the party bound thereby. The language of this Agreement shall be construed according to its plain meaning and not strictly for or against either party. The singular of any term includes the plural.
- 11. You will send all notices to us at our mailing address stated below and we will send all notices to you, attention listing supervisor, at your address listed below with a copy to your Branch Office. Either party may change their mailing address by sending written notice to the

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other in accordance herewith. ***If we believe you have failed to abide by this Agreement, we will give you written notice thereof and thereafter you shall have 15 days within which to cure such failure. FAILURE TO GIVE YOU SUCH WRITTEN NOTICE SHALL WAIVE OUR OBJECTION.***

DISCLOSURE OF KNOWN DEFECTS BY THE SELLER

12. We acknowledge and understand that under Florida law where the Seller of improved Property knows of facts materially affecting the value of the Property that are not readily observable the Seller *may* have a duty to disclose them to the buyer/tenant. The failure to disclose such known facts *may* constitute fraud and *may* result in substantial liability as well as significant legal expense to the Seller.
13. In order to reduce the risk of such liability exposure, and the expenses of litigation related thereto THE KEYESCOMPANY urges the Seller to disclose in Keyes Owner's Disclosure Statement Form all adverse facts known to the Seller which may affect the value of the Property, and the presence of any lead based paint or mold hazard or other environmental hazard.
14. As our broker under this listing Agreement we understand that THE KEYES COMPANY will not conduct a physical inspection of our Property to discover concealed defects or the presence of any lead hazard, toxic substances and building materials, including but not limited to mold, it will not examine our financial records relating to the Property and its operations to determine the accuracy of our representation and it will not examine the public records to determine the Property's compliance with applicable zoning and building codes and other laws, that THE KEYES COMPANY relies upon our written disclosure of all such known facts as set forth below, will utilize our disclosure in the marketing of our Property and THE KEYES COMPANY expressly disclaims any responsibility for the accuracy or completeness of our disclosure. Any representations to the contrary cannot be relied upon.
- 15 WE, THE UNDERSIGNED SELLERS REPRESENT THAT WE KNOW OF NO FACT MATERIALLY AFFECTING THE VALUE OF THE PROPERTY DESCRIBED IN THIS AGREEMENT EXCEPT AS SET FORTH IN THE KEYES OWNER'S DISCLOSURE STATEMENT SIGNED BY US. IF THERE IS ANY CHANGE TO THIS INFORMATION OR IF WE LEARN OF ANY ADDITIONAL INFORMATION WE WILL GIVE YOU PROMPT WRITTEN NOTICE THEREOF SIGNED BY US.

TRANSACTION BROKER NOTICE

As a transaction broker, THE KEYES COMPANY and its Associates, provide to you a limited form of representation that includes the following duties:

- 1 Dealing honestly and fairly
- 2 Accounting for all funds;
- 3 Using skill, care, and diligence in the transaction;
- 4 Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
- 5 Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
- 6 Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying Property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and

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7 Any additional duties that are entered into by this or by separate written agreement.

The Keyes Company sales associates and other cooperating Brokers are independent contractors who are not authorized to make, modify or alter any agreement on behalf of The Keyes Company and who are solely responsible for their own statements, representations and actions.

COMMERCIAL REAL ESTATE SALES COMMISSION LIEN LAW NOTICE

The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with the owner of commercial property as defined by the Act, the broker may claim a lien against the owner's net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

In witness thereof, we have signed this Agreement on the date set forth above.

SELLERS:

SELLERS:

Signature _____	Date _____	Signature _____	Date _____
³ Name _____		³ Name _____	
³ Mailing Address _____		³ Mailing Address _____	
³ Phone Number _____		³ Phone Number _____	
³ Email Address _____		³ Email Address _____	

THE KEYES COMPANY

Sales Associate

Branch Office and Address

District Sales Manager Signature Date

Name

³ Mandatory

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Contract
OF REALTORS



1. PURCHASE AND SALE: _____ ("Buyer")

agrees to buy and _____ ("Seller")

agrees to sell the property described as: Street Address:

4.

Legal Description:

6.

and the following Personal Property:

8.

(all collectively referred to as the "Property") on the terms and conditions set forth below. **The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

2. PURCHASE PRICE: \$ _____

(a) Deposit held in escrow by _____ \$ _____

(b) Additional deposit to be made within _____ days from Effective Date \$ _____

(c) Total mortgages (as referenced in Paragraph 3); \$ _____

(d) Other: _____ \$ _____

(e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn certified or cashier's check or wire transfer. \$ _____

3. THIRD PARTY FINANCING: Within 5 days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for third party financing in the amount of \$ _____ or _____% of the purchase price to be amortized over a period of _____ years and due in no less than _____ years and with a fixed interest rate not to exceed _____% per year or variable interest rate not to exceed _____% at origination with a lifetime cap not to exceed _____% from initial rate, with additional terms as follows:

24.

Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within 45 days from Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be returned to Buyer in accordance with Paragraph 9.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

2015

31' **4. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed
32' other _____, free of liens, easements and encumbrances of record or known to Seller,
33' but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34' other matters to which title will be subject)
35'
36' provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37'

38' (a) Evidence of Title: Seller will, at (check one) Seller's Buyer's expense and within 15 days from Effective Date
39' prior to Closing Date from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40' a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41' the amount of the purchase price for fee simple title subject only to exceptions stated above.
42' an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43' However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44' a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45' acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46' documents recited in the prior policy and in the update.

47' (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48' defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49' written notice and Seller cures the defects within 120 days from receipt of the notice ("Curative Period"). If the defects are
50' cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51' elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52' not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53' elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54' purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55' charges and title examination.

56' (c) Survey: (check applicable provisions below)
57' Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
58' engineering documents, if any, and the following documents relevant to this transaction:
59' _____, prepared for Seller or in Seller's
60' possession, which show all currently existing structures.
61' Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence,
62' obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63' Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing
64' encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

65' (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

66' (e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67' **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in _____ County, Florida on
68' or before the _____, _____ or within _____ days from Effective Date ("Closing Date"), unless otherwise extended
69' herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within 60 days from Effective Date, deliver to
70' Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71' requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72' (a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73' Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74' any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75' (b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
76' tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of
77' the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
78' regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors
79' authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth
80' facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer
81' will provide the closing statement, mortgages and notes, security agreements and financing statements.

82' Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.



83* (c) Taxes, Assessments, and Prorations: The following items will be made current and prorated as of Closing Date
84* as of _____; real estate taxes, bond and assessment payments assumed by Buyer, interest,
85* rents, association dues, insurance premiums acceptable to Buyer, operational expenses and _____
86* If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
87* allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially
88* affecting the Property: _____

89* Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
90* improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.

91* (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a
92* portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined
93* by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94* appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95* and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds
96* and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

97* 6. ESCROW: Buyer and Seller authorize _____
98* Telephone: _____ Facsimile: _____ Address: _____
99* _____

100* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101* Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing escrow account with
102* interest accruing to _____ with interest disbursed (check one) at closing
103* at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104* Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105* agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106* escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107* notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108* previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109* 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110* interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111* such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112* of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of
113* escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114* 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary
115* wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties
116* other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the
117* property. (Check (a) or (b))

118* (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
119* (b) Due Diligence Period: Buyer will, at Buyer's expense and within 15 days from Effective Date ("Due Diligence Period"),
120* determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of
121* the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and
122* investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering,
123* architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
124* regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
125* growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126* American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems
127* appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice
128* to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.
129* Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
130* Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131* Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132* Property and conduct Inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,
133* claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134* any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien
135* being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall
136* repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of
137* the Inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the
138* Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be
139* immediately returned to Buyer and the Contract terminated.



140* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

141 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,
142 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all
143 Property is on the premises.

144 (d) **Disclosures:**

145 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
146 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state
147 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
148 from your county public health unit.

149 2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building, if any is located on the Real
150 Property.

151 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any business
152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the
153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or
154 Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.

155 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and
156 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in
157 accordance with applicable Florida laws and regulations.

158 10. **DEFAULT:**

159 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title
160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If
161 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

162 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s)
163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the
165 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained
166 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

167 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party,
168 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and
169 expenses.

170 12. **BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:

172 (a) **Listing Broker:** _____
173 who is an agent of _____ a transaction broker a nonrepresentative
174 and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify)

175
176
177 (b) **Cooperating Broker:** _____
178 who is an agent of _____ a transaction broker a nonrepresentative
179 and who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a
180 cooperating broker other (specify)
181
182
183
184

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
186 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker
187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and
188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)
189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or
190 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services
191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

192 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not assignable
193 is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195 Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.



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- 196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):
- 197* Arbitration
 - 198* Section 1031 Exchange
 - 199* Property Inspection and Repair
 - 200* Seller Representations
 - Seller Warranty
 - Coastal Construction Control Line
 - Flood Area Hazard Zone
 - Seller Financing
 - Existing Mortgage
 - Other Other Terms & Cond.
 - Other _____
 - Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of
 202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
 203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
 204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
 205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
 206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
 207 written notice to any party's agent will be deemed delivery to that party.

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**
 209 **PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
 210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,**
 211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF**
 212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
 213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
 214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC**
 215 **RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY**
 216 **SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY**
 217 **CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by _____ check other _____ received on
 219* _____ by _____
 220 _____
Signature of Escrow Agent

221 **OFFER:** **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a
 222 signed copy delivered to **Buyer** or **Buyer's** agent no later than _____ a.m. p.m. on _____,
 223 **Buyer** may revoke this offer and receive a refund of all deposits.

224* Date: _____ **BUYER:** _____ Tax ID No: _____
 225* Title: _____ Telephone: _____ Facsimile: _____
 226* Address: _____

227* Date: _____ **BUYER:** _____ Tax ID No: _____
 228* Title: _____ Telephone: _____ Facsimile: _____
 229* Address: _____

230* **ACCEPTANCE:** **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions (subject to the
 231 attached counter offer).

232* Date: _____ **SELLER:** _____ Tax ID No: _____
 233* Title: _____ Telephone: _____ Facsimile: _____
 234* Address: _____

235* Date: _____ **SELLER:** _____ Tax ID No: _____
 236* Title: _____ Telephone: _____ Facsimile: _____
 237* Address: _____

238* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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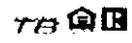


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CONTRACT TO LEASE



Owner's Name _____
 Tenant's Name _____
 Property Address _____
 Date _____



RECEIPT is hereby acknowledged of the sum of \$ _____ (U.S. Dollars) from _____ as a deposit on the account of the Lease of the following described property, upon the terms and conditions stated herein. (DEPOSIT SHALL BE MADE BY CHECK OR MONEY ORDER (NO CASH) AND SHALL BE MADE PAYABLE TO THE KEYES COMPANY TRUST ACCOUNT THIS ESCROW IS SUBJECT TO CLEARANCE OF FUNDS).

Keyes Company Sales Associate Name _____

Upon the following terms, Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following property built in year ____ (prior to 1978, if blank)

Legal Description of property located in Florida County of _____

Street Address _____

Personal Property included _____

1. PROPERTY TO BE USED ONLY FOR:

Total rent to be paid _____	Security deposit _____	Number of occupants _____
Monthly payments _____	Sales Tax _____	Pets are <input type="checkbox"/> are not <input type="checkbox"/> permitted
Prepayments if any _____	Option fee if any _____	(if left blank, pets are not permitted)

2. EXPENSES TO BE PAID BY: (check the appropriate column)

	TENANT	LANDLORD		TENANT	LANDLORD
TAXES			MAINTENANCE		
Real Estate	<input type="checkbox"/>	<input type="checkbox"/>	A/C & Heat Equip	<input type="checkbox"/>	<input type="checkbox"/>
Personal Property	<input type="checkbox"/>	<input type="checkbox"/>	Building Exterior	<input type="checkbox"/>	<input type="checkbox"/>
Sales, Florida	<input type="checkbox"/>	<input type="checkbox"/>	Building Interior	<input type="checkbox"/>	<input type="checkbox"/>
INSURANCE			Grounds & Planting	<input type="checkbox"/>	<input type="checkbox"/>
Personal Prop	<input type="checkbox"/>	<input type="checkbox"/>	Pool & Equipment	<input type="checkbox"/>	<input type="checkbox"/>
Public Liability	<input type="checkbox"/>	<input type="checkbox"/>	Condo Maint. & Assessment	<input type="checkbox"/>	<input type="checkbox"/>
Fire & Ext. Cov	<input type="checkbox"/>	<input type="checkbox"/>	UTILITIES		
Flood	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Furnishings	<input type="checkbox"/>	<input type="checkbox"/>	Electric	<input type="checkbox"/>	<input type="checkbox"/>
Plate Glass	<input type="checkbox"/>	<input type="checkbox"/>	Gas/Fuel	<input type="checkbox"/>	<input type="checkbox"/>
			A/C & Heat	<input type="checkbox"/>	<input type="checkbox"/>
			Sewer	<input type="checkbox"/>	<input type="checkbox"/>
			Water	<input type="checkbox"/>	<input type="checkbox"/>
			Refuse Collection	<input type="checkbox"/>	<input type="checkbox"/>
			Cable	<input type="checkbox"/>	<input type="checkbox"/>

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3. **OTHER MATTERS** to be included in Lease Agreement.

- a. Zoning restrictions, if any _____
- b. Customary remedies for default _____
- c. Application of deposit money _____
- d. Compliance with Condo docs, if condo unit _____
- e. _____
- f. _____

4. **DATE OF CONTRACT AND ACCEPTANCE:** For performance purposes, the date of this Contract (effective date) shall be the date when the last one of the Parties has signed the Contract. Acceptance of this Contract is made by any Party by delivery of an executed original hereof or by delivery of an executed copy hereof by telecopier or facsimile machine to the other Party. If acceptance is by telecopy, an executed original shall be delivered promptly thereafter; but such subsequent delivery is not a condition of acceptance. If not accepted by all parties on or before _____ any money deposited shall be refunded and the proposed transaction shall terminate.

5. **OCCUPANCY DATE** and term of lease is _____ through _____.

6. **BY SIGNING THE LEASE AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

7. **ASSOCIATION APPROVAL/USE RESTRICTIONS:** It is understood and agreed that the above mentioned property is subject to the zoning ordinances and restrictions and limitations of record (including Condominium Declaration, if a condo) and subject to any easements for public utilities which may be of record; provided, however, final acceptance is contingent on there being no zoning or deed restrictions which will prohibit the intended use as above stated, and on the approval of Tenant by the Condominium Association if the property is a condominium which requires approval of Tenant. If such approval is required, Tenant agrees to make prompt and complete application for such approval within _____ days (three banking days if not filled in) from the effective date and thereafter to comply with any reasonable requirements to obtain such approval. Any fees charged for obtaining such approval shall be paid by Tenant.

8. **RADON GAS AND OTHER ENVIRONMENTAL RISKS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over 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 county public health units. Most buildings built before 1950 contain lead in existing paint and plaster, almost half of those buildings built between 1950 and 1980 contain lead in existing paint. In buildings built between 1982 and 1988 the tap water may contain lead from solder used for plumbing pipes. Lead is poisonous if consumed. Lead contamination may occur by eating lead paint chips, by breathing lead dust from plaster and paint and by drinking contaminated water. If lead contaminated products are present in the building, precautions should be taken to reduce risk of lead poisoning especially if any occupant is pregnant or young; and if any renovations are contemplated. Additional information regarding lead and other environmental risks may be obtained from any public health unit, from the Department of Veteran Affairs or from the EPA.

9. **LANDLORD'S DISCLOSURE:** Landlord represents that Landlord knows of no violations of any laws, rules or regulations (including building, zoning and hazardous waste and material laws and regulations) imposed by any governmental authority to which the property in its existing use is subject, that there is no known contamination of the property, that the Landlord and its agents have done nothing to contaminate the property and that the Landlord knows of no facts materially affecting the value or use of the property which are not readily observable and that the Landlord knows of *no lead based paint hazard or other toxic substance hazard* except as otherwise set forth herein or in the Owner's Disclosure form: _____.

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- 10. PROPERTY MAINTENANCE AND INSPECTIONS:** Tenant may have the status of Landlord's title examined and the property inspected by duly qualified and licensed inspectors at Tenant's expense prior to the occupancy date. Landlord shall provide reasonable access for such inspections upon Tenant's written request. Valid functional defects shall be corrected by Landlord at Landlord's expense not to exceed \$_____ [if this space is blank, then zero] [Landlord's Repair Limit]. If any such inspections reveal defects in title, material functional defects, infestations or contamination in the property, Tenant shall notify Landlord and Brokers thereof in writing and furnish each of them a copy of the written report made by such inspectors describing the specific objection, functional defect, infestation, or contamination and the estimated cost to correct it, if applicable. Failure to notify the Landlord in writing of any such matters within the Inspection Period shall constitute Tenant's acceptance of the status of Landlord's title and the condition of such property and the Tenant's waiver of any objections to such matters. If the Landlord has agreed to a Repair Limit greater than zero, in the event Landlord disagrees with Tenant's inspection reports, Landlord may have similar inspections made at Landlord's expense. If Tenant's and Landlord's inspection reports do not agree, Landlord and Tenant shall agree, or the applicable inspectors employed by Tenant and Landlord shall agree, upon a third inspector whose report shall be binding upon, and the cost of which shall be born equally by Tenant and Landlord.
- 11. PROPERTY REPAIRS:** Valid functional defects, infestations and contamination reported in writing to Landlord within the Inspection Period shall be corrected at Landlord's expense not to exceed the Landlord's Repair Limit with funds therefore escrowed at closing if not corrected prior thereto. All repairs to be made hereunder shall comply with applicable law, building codes and local standards. If such expense exceeds the Landlord's Repair Limit, Landlord shall notify Tenant in writing whether Landlord is willing to pay all or any portion of such expense. Unless Tenant accepts Landlord's offer to pay for such expense or such other objections by giving Landlord and Brokers written notice thereof within 5 business days after Tenant's receipt of Landlord's notice, this Contract shall terminate and Tenant shall receive the refund of the deposit. If Tenant accepts Landlord's offer regarding such expenses or other matters as provided herein, Tenant shall accept the property in its existing condition and shall receive at closing a credit against the cash to close in an amount equal to the Repair Limit plus the excess amount, if any, offered by Landlord in Landlord's notice. The term "Functional Defects" does not mean cosmetic defects or other imperfections that do not affect the manner in which the item was designed to operate or to be used. In the event the Contract is terminated for any reason, Landlord shall be entitled to receive from the portion of the deposit that is payable to Tenant an amount equal cost incurred to repair any damage to the Property caused by Tenant's inspections and to duplicate any documents Tenant received from Landlord during the inspection period but failed to returned to Landlord in good condition within _____ days [5 days if blank not filled in] after the termination of the Contract.
- 12. BINDING ARBITRATION:** Tenant, Landlord and Broker agree that any controversy or claim arising out of or relating to this Contract, or any transaction contemplated by it, including but not limited to escrow disputes and any debt collection issues, prior to the expiration of the applicable statute of limitations shall be settled by domestic, and not international, arbitration in the county wherein the property is located in accordance with the Arbitration Rules for the Real Estate industry of the American Arbitration Association. However, the arbitrator shall be approved by all parties and shall have no authority to modify, alter or amend the terms of this Contract or to award any remedy or relief contrary to the express terms of this Contract. Discovery shall take place in accordance with the Florida Rules of Civil Procedure. The attorneys of record for the respective parties, who shall be members in good standing of the Florida Bar, shall be appointed as umpires for the limited purpose of issuing subpoenas for such discovery and for the final hearing upon filing of a notice of appearance of such attorney with the American Arbitration Association; all disputes related to such subpoenas or other discovery requests shall be resolved by the arbitrator(s). The parties may, by agreement, designate any person to act as neutral arbitrator and at the request of any party, the dispute shall be heard by a panel of three neutral arbitrators, the cost of which shall be shared equally between the parties. The arbitrator's award shall be based upon the greater weight of the evidence and shall state the specific factual finding made and contractual authority upon which it is based.
- 13. DEFAULT OR FAILURE BY TENANT:** Should the transaction not be consummated as herein provided, due to any default or failure on the part of the Tenant, (1) the Landlord may, at his option,

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take legal action to specifically enforce the Contract or in the alternative, the Landlord may demand and receive from the escrow agent one-half of all deposits herein paid as consideration for the release of the Tenant by the Landlord and as agreed and liquidated damages between them in either of which events Tenant shall pay all costs incurred by Landlord in any enforcement actions, and (2) the Tenant shall become liable to the real estate broker for his brokerage commission which, unless otherwise stated herein, is 10% of the aggregate lease amount, and the Broker may demand and receive from the escrow agent one-half of all deposits paid not exceeding the broker's commission as part payment of such obligation. Tenant shall pay all costs incurred by Broker in any enforcement actions. Tenant agrees to keep Broker fully informed as to status and progress of transaction

14. **DEFAULT BY LANDLORD:** If Landlord fails to perform any of the covenants of this contract the deposit at the option of the Tenant, shall be returned to the Tenant on demand or the Tenant may take action to specifically enforce the terms of this contract and Landlord shall pay Broker the commission upon demand. Landlord agrees to pay all costs incurred in the collection of Broker's fee.
15. **DEFAULT OR FAILURE BY BROKER:** If at any time Broker should become liable to Landlord or Tenant by virtue of this Contract or the transactions contemplated by it whether due to Broker's negligence, intentional conduct or otherwise, such Broker's liability is and shall be limited to a sum not to exceed \$250.00 or the commission received by such Broker as a result of this Contract or Transaction whichever is greater and this sum shall be complete and exclusive. Broker shall pay all costs incurred in any enforcement action.
16. **DEPOSIT:** The recipient ("holder") receiving the deposit or other funds under this Contract is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with the terms and conditions of this Contract including brokerage fee and applicable sales tax. Failure of clearance of funds shall not excuse performance by Tenant. In the event of doubt as to holder's duties or liabilities under the provisions of this Contract, holder may, in holder's sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or holder may deposit all the monies held pursuant to this Contract with the Clerk of the Circuit court of the County having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of holder shall fully terminate except to the extent of accounting for any monies thereto for delivered out of escrow. If a licensed Broker, holder will comply with the provisions of section 475.25(1) (d), F.S., as amended, and may request the issuance of an Escrow Disbursement Order from the Florida Real Estate Commission notwithstanding paragraph (12) hereof and in such event, the parties agree to be bound by such Order. In addition, at the request of any party, Landlord, Tenant and Broker agree to participate in mandatory, nonbinding mediation of the escrow dispute before a Florida certified mediator approved by the parties or Florida Conflict Resolution Group, Inc., (a neutral third party), the cost of which shall be shared equally between the parties asserting a claim to the deposit. Broker may retain in the Broker's escrow account, a portion of the deposit equal to the brokerage commission payable hereunder until the Contract has been completely closed. Deposits held by The Keyes Company will be deposited in a Florida financial institution selected by it and The Keyes Company may obtain from the financial institution a direct or indirect benefit in connection therewith, including interest or other earnings. In the event of any proceeding between Tenant and Landlord wherein holder is made party by virtue of acting as holder hereunder, or in the event of any proceeding wherein holder files an action in the nature of interpleader of a strict interpleader regarding the subject matter of this escrow, the holder is authorized to pay the filing fees and costs thereof from the deposit and shall be entitled to recover a reasonable attorney's fee for filing such action to be paid out of the escrow with such costs and fees to be charged and assessed as court costs in favor of the prevailing party. All parties agree that holder shall not be liable to any party or person whomever for misdelivery to Tenant, Landlord or Broker of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence of the holder.
17. **FORMAL CLOSING:** The Landlord shall have prepared at Landlord's expense a Lease Agreement incorporating the provisions of this contract on a form approved by the Florida Supreme Court, if this is a residential transaction, or such other form as may be reasonable and customary in the county

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where the property is located, and the same shall be executed by the Landlord and the Tenant on or before the date of the occupancy and delivery of possession to the Tenant. **NOTWITHSTANDING THE TERMS OF SAID LEASE, THIS CONTRACT SHALL GOVERN THE PAYMENT OF THE BROKERAGE COMMISSION AND FEES; AND ALL DEPOSITS HELD BY BROKER SHALL BE DEEMED TO BE, AND SHALL BE A CREDIT AGAINST, THE RENT DUE UNDER THE LEASE FOR THE INITIAL RENTAL PERIOD AND NEXT IMMEDIATE RENTAL PERIOD.**

AT THE CLOSING OR UPON LANDLORD'S DELIVERY OF POSSESSION OF THE PROPERTY TO TENANT, WHICH EVER OCCURS FIRST, BROKER SHALL DISBURSE THE DEPOSIT HELD UNDER THIS CONTRACT TO LANDLORD AFTER DEDUCTING THE BROKER'S COMMISSION AND FEES THEREFROM. THE LANDLORD SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH SECTION 83.49, FLORIDA STATUTES, WHICH REQUIRES THE LANDLORD IN A RESIDENTIAL LEASE TO HOLD THE SECURITY DEPOSIT AND ADVANCE PAYMENT OF RENT (USUALLY THE LAST MONTH'S RENT) IN A SEPARATE ACCOUNT IN A FLORIDA BANKING INSTITUTION FOR THE BENEFIT OF THE TENANT AND TO NOTIFY THE TENANT THEREOF WITHIN 30 DAYS AFTER RECEIPT OF SUCH PAYMENTS.

18. PERSONS BOUND: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, assigns (where assignment is permitted) and successors of the parties hereto, including Broker. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. This contract and the Lease shall not be assigned by Tenant without the written consent of the Landlord.

19. OTHER AGREEMENTS: No agreements, unless incorporated in this contract, shall be binding upon any of the parties. TIME IS OF THE ESSENCE of this contract and of each of the covenants, and provisions thereof

20. SPECIAL CLAUSES:

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT (CONSULT AN ATTORNEY TO EXPLAIN ANY TERMS NOT UNDERSTOOD.) The Keyes Company sales personnel and other cooperating brokers are independent contractors who are not authorized to make, modify or alter any agreement on behalf of The Keyes Company and who are solely responsible for their own statements, representations and actions. The Keyes Company and its sales personnel are acting as a broker without representing any party, or if indicated below, as a transaction broker and that unless otherwise agreed in writing The Keyes Company will be paid by the Landlord. In addition, The Keyes Company has been employed as a transaction broker and an independent contractor (not as an agent) by the Landlord and/or by the Tenant [**check as applicable**] pursuant to the terms of The Keyes Company's written brokerage agreement, if either or both blocks have been checked.

The Keyes Company has not conducted a physical inspection of the property to discover concealed defects or to determine the presence of any lead hazard or other toxic substance hazard or to determine the accuracy of the Landlord's disclosures regarding the property or of any other brochure or property description and has not examined the public records to determine the status of the Landlord's title to the property, the pendency of any foreclosure proceedings, or the property's compliance with applicable zoning and building codes or other laws. Any representations to the contrary cannot be relied upon

TRANSACTION BROKERAGE FEE: The undersigned, Tenant, agrees to pay the Keyes Company a Transaction Brokerage fee for its services in finding the rental property and the negotiation of this contract to lease in the amount of **\$75.00** upon the execution of a lease for the Property or upon the delivery of possession of the Property to Tenant which ever occurs first.

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I, or we, agree to execute and accept a Lease to the above described property on the above stated terms and conditions, and agree to use reasonable diligence to obtain any consents or approvals necessary to lease said proper.

_____ TENANT: (Signature)	_____ DATE	_____ TENANT: (Signature)	_____ DATE
(Print Name)		(Print Name)	

Florida Commercial Real Estate Leasing Commission Lien Act Notice

The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

I, or we, agree to execute a lease to the above described property on the above stated terms and conditions, and further agree to pay the Broker a Brokerage Leasing fee of _____% of the gross rents payable under the lease which may be deducted from the escrow deposit unless otherwise funded by the Landlord at the time of closing. In the event Tenant, his heirs or assigns, purchase the property from Landlord, Landlord agrees to pay Broker a Real Estate Brokerage fee in the amount of 7.5% 8.0% 8.5% _____ % of the purchase price less a proportionate credit for the unearned portion of the leasing fee paid on the rental. In the event of any extension, or renewal of said lease, new lease or continued occupancy of the property or other premises of the Landlord by the Tenant, his heirs, successors or assigns, the Landlord shall pay Broker the lease fee on such extension, renewal, new lease or continued occupancy. **WE UNDERSTAND BROKER HAS NOT INVESTIGATED, SCREENED OR OTHERWISE VERIFIED THE SOCIAL EMPLOYMENT OR FINANCIAL BACKGROUND OF TENANT AND MAKES NO REPRESENTATIONS REGARDING SAME. ANY REPRESENTATION TOTHE CONTRARY CANNOT BE RELIED UPON**

_____ LANDLORD: (Signature)	_____ DATE	_____ LANDLORD: (Signature)	_____ DATE
(Print Name)		(Print Name)	

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"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1. PARTIES: and agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract").

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip:
(b) Property is located in: St. Lucie County, Florida Real Property
(c) Legal description of the Real Property:

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

(d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door openers, and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. If left blank, the item below is not included:

- Refrigerator(s), Microwave oven, Washer, Dryer, Stand-alone ice maker, Smoke detector(s), Security system, Window/wall a/c, Generator, Pool barrier/fence, Pool equipment, Pool heater, Spa or hot tub with heater, Above ground pool, Storage shed, TV antenna/satellite dish, Water softener/purifier, Storm shutters and panels

The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: All existing fixtures and attachments

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer (e) The following items are excluded from the purchase:

2. PURCHASE PRICE (U.S. currency):

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$

The initial deposit made payable and delivered to "Escrow Agent" named below (CHECK ONE): [] accompanies offer or [X] is to be made upon acceptance (Effective Date) or [] is to be made within (if blank, then 3) days after Effective Date

Escrow Agent Information: Name: Seller's Title Company Address: Phone: E-mail: Fax:

(b) Additional deposit to be delivered to Escrow Agent within (if blank, then 3) days after Effective Date \$

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds \$

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on ("Closing Date"), at the time established by the Closing Agent.

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50 **5. EXTENSION OF CLOSING DATE:**

51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA)
52 notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,
53 not to exceed 7 days.

54 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:
55 (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'
56 insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days
57 after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind,
58 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not
59 occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this
60 Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
61 releasing Buyer and Seller from all further obligations under this Contract.

62 **6. OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall at Closing, have removed all
63 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,
64 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or
65 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant
66 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from
67 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have
68 accepted Property in its existing condition as of time of taking occupancy.

69 **7. ASSIGNABILITY: (CHECK ONE)** Buyer may assign and thereby be released from any further liability
70 under this Contract; may assign but not be released from liability under this Contract; or may not assign
71 this Contract

72 **FINANCING**

73 **8. FINANCING:**

74 (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing
75 contingency to Buyer's obligation to close

76 (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
77 VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan
78 Commitment Date") for: **(CHECK ONE)** fixed, adjustable, fixed or adjustable rate loan in
79 the principal amount of \$ _____ or _____ % of the Purchase Price, at an initial interest rate
80 not to exceed _____ % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a
81 term of _____ years ("Financing")

82 Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after
83 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing
84 ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about
85 the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and
86 Buyer's lender to disclose such status and progress to Seller and Broker.

87 If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written
88 notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
89 further obligations under this Contract.

90 If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of
91 this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by
92 delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and
93 Seller from all further obligations under this Contract.

94 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not
95 thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;
96 (2) Property related conditions of the Loan Commitment have not been met (except when such conditions
97 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is
98 insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of
99 Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller
100 from all further obligations under this Contract.

101 (c) Assumption of existing mortgage (see rider for terms).

102 (d) Purchase money note and mortgage to Seller (see riders, addenda, or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

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9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Other: _____
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid as set forth below (CHECK ONE):

- (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select), or
- (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing, or
- (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) HOME WARRANTY: At Closing, Buyer Seller N/A will pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

- (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over 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 department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) **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. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**

(a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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209 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
210 to time of Closing, as specified by Buyer. Buyer or Buyer's representative may perform a walk-through (and
211 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
212 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
213 Maintenance Requirement and has met all other contractual obligations.

214 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
215 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
216 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
217 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
218 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
219 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
220 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
221 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
222 become obligated to expend, any money.

223 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
224 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
225 to Buyer.

228 ESCROW AGENT AND BROKER

227 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
228 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
229 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
230 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
231 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent
232 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties
233 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow
234 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall
235 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction
236 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such
237 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,
238 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate
239 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve
240 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
241 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
242 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
243 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
244 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is
245 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
246 or termination of this Contract.

247 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
248 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
249 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
250 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
252 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
253 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
254 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
255 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
256 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
257 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees
258 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection
259 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
260 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
261 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
262 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
263 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
264 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such
265 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors
266 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not
267 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

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268 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this
269 Contract.

270 **DEFAULT AND DISPUTE RESOLUTION**

271 **15. DEFAULT:**

272 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
273 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the
274 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this
275 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further
276 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity
277 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon
278 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
279 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay
280 to Cooperating Broker.

281 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
282 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
283 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
284 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
285 performance. This Paragraph 15 shall survive Closing or termination of this Contract.

286 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
287 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be
288 settled as follows:

289 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
290 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under
291 Paragraph 16(b)

292 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
293 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
294 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
295 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
296 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16
297 shall survive Closing or termination of this Contract

298 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
299 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
300 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to
301 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
302 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

303 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

304 **18. STANDARDS:**

305 **A. TITLE:**

306 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
307 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
308 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or
309 before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the
310 amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
311 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
312 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat
313 or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry;
314 (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in
315 width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent
316 years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum);
317 provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any
318 violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be
319 determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with
320 law.

321 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
322 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it
323 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
324 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
325 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,
326 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

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deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). 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 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. 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, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: 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 described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting, (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 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.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

388 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

389 (ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale,
390 certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective
391 instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract.
392 Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements,
393 survey, base elevation certification, and other documents required by Buyer's lender.

394 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title
395 Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the
396 escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to**
397 **COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to
398 Seller.

399 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
400 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow
401 and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period
402 of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer
403 shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt
404 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds
405 paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with
406 such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to
407 Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the
408 Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be
409 available to Buyer by virtue of warranties contained in the deed or bill of sale.

410 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
411 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
412 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
413 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in
414 which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by
415 prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to
416 Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current
417 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing
418 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be
419 prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then
420 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of
421 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated
422 based upon prior year's millage and an equitable assessment to be agreed upon between the parties, failing which,
423 request shall be made to the County Property Appraiser for an informal assessment taking into account available
424 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of
425 current year's tax bill. This STANDARD K shall survive Closing.

426 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
427 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
428 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

429 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
430 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
431 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
432 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
433 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of
434 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
435 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
436 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
437 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
438 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

439 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with
440 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
441 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
442 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
443 upon, nor extended or delayed by, such Exchange.

444 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any
445 notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the
446 parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

447 and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real
448 estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in
449 writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or
450 electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an
451 original.
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453 P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement
454 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
455 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
456 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
457 to be bound by it.
458 Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
459 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
460 rights.
461 R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten
462 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.
463 S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received,
464 including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent
465 or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by
466 Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.
467 T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and
468 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower
469 U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of
470 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in
471 which the Real Property is located.
472 X. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by
473 law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other
474 damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone
475 claiming by, through, under or against the Buyer.

ADDENDA AND ADDITIONAL TERMS

476 19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this
477 Contract (Check if applicable):
478

- A. Condominium Assn
B. Homeowners' Assn
C. Seller Financing
D. Mortgage Assumption
E. FHA/VA Financing
F. Appraisal Contingency
G. Short Sale
H. Homeowners' Insurance
I. FIRPTA
J. Interest-Bearing Acct.
K. RESERVED
L. RESERVED
M. Defective Drywall
N. Coastal Construction Control Line
O. Insulation Disclosure
P. Pre-1978 Housing Statement (Lead Based Paint)
Q. Housing for Older Persons
R. Rezoning
S. Lease Purchase/ Lease Option
T. Pre-Closing Occupancy
U. Post-Closing Occupancy
V. Sale of Buyer's Property
W. Back-up Contract
X. Kick-out Clause
Y. Seller's Attorney Approval
Z. Buyer's Attorney Approval
AA. Licensee-Personal Interest in Property
BB. Binding Arbitration
Other

479 20. ADDITIONAL TERMS:
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COUNTER-OFFER/REJECTION

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- 495* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
- 496 deliver a copy of the acceptance to Seller).
- 497* Seller rejects Buyer's offer.

498 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE**
499 **OF AN ATTORNEY PRIOR TO SIGNING.**

500 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

501 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*
502 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*
503 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested*
504 *persons.*

505 **AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO**
506 **BE COMPLETED.**

507* Buyer: _____ Date: _____

508* Buyer: _____ Date: _____

509* Seller: _____ Date: _____

510* Seller: _____ Date: _____

511 Buyer's address for purposes of notice
512* _____
513* _____
514* _____

Seller's address for purposes of notice

515 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
516 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
517 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
518 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
519 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
520 made by Seller or Listing Broker to Cooperating Brokers.

521* _____
522 **Cooperating Sales Associate, if any**

Paul Labossiere/Steve Brown
Listing Sales Associate

523* _____
524 **Cooperating Broker, if any**

Keyes Company Realtors
Listing Broker

1046

The Keyes Company
EXCLUSIVE LISTING AGREEMENT
 For SPECIAL SALES SERVICE



Seller's Name: City of Port St. Lucie



Property Address: _____

Date: _____

In this Agreement, the terms "you", "your" or "yours" refer to The Keyes Company and, the terms "we", "us", "our", "ours" refer to the undersigned Seller(s) and the term Branch Office refers to your Branch office listed below.

1. In consideration of your agreement to use your efforts to find a Buyer for our Property situated in _____ County, Florida, built in year _____ (prior to 1978 if blank) described as follows:

and to list it with other real estate brokers in accordance with the program outlined below, we the undersigned Seller(s) hereby give you, FOR A PERIOD OF TWELVE MONTHS FROM THIS DATE, the exclusive right and authority to find a Buyer for our Property at the following price and terms, or at any other price and terms acceptable to us:

Sales Price: _____

Terms: CASH/CONVENTIONAL

- A. Interest on encumbrances, taxes, insurance premiums, other expenses, and rents shall be prorated as of the date of closing of sale. Certified improvement liens are to be paid by the Seller, and pending improvement liens are to be assumed by Buyer. The Property is to be sold subject to zoning ordinances and regulations; building restrictions; and conditions, restrictions and easements of public record. Except as set forth in Sellers' Real Property Disclosure Statement signed by Us, Seller represents that Seller knows of no violations of any laws, rules or regulations (including building, zoning and hazardous waste and material laws and regulations) imposed by any governmental authority to which the Property in its existing use is subject, that there is no known contamination of the Property and that the Seller and its agents have done nothing to contaminate the Property.
- B. **Personal Property included:** All fixed items including all landscaping, window screens, window treatments and hardware, wall to wall or attached floor coverings and attached lighting fixtures as now installed on the Real Property. Also included are the following checked items:

- | | | |
|--|--|--|
| <input type="checkbox"/> range | <input type="checkbox"/> oven | <input type="checkbox"/> washer |
| <input type="checkbox"/> disposal | <input type="checkbox"/> trash compactor | <input type="checkbox"/> dryer |
| <input type="checkbox"/> ceiling fans, (number of fans _____), | <input type="checkbox"/> refrigerator | <input type="checkbox"/> security alarm system |
| <input type="checkbox"/> built-in telephone system | <input type="checkbox"/> microwave oven | <input type="checkbox"/> solar equipment |
| <input type="checkbox"/> satellite dishes | <input type="checkbox"/> dishwasher | <input type="checkbox"/> pool cleaning equipment described as follows: _____ |

C. **Additional Personal Property included:** Described as follows:

D. **Personal Property Excluded:** Described as follows:

E. **Personal Property included but subject to lease:**

- security alarm system, propane tanks, solar equipment, satellite dishes,
 other: _____

- 2. When a Buyer¹ is found for our Property, we agree to enter into a contract with the Buyer, the form of which may be your customary contract, the Florida Association of Realtors' current contract, or the local Association of Realtors' contract. Copies of the contract forms are available to us upon our request. The contract will include the terms and conditions of sale, the customary provisions regarding Seller delivering to Buyer title evidence; the examination thereof by the Buyer, Buyer's right to inspect the physical condition of the Property and applicable information regarding the Property and its operations and to conduct an environmental audit to determine the presence of any hazardous materials or waste, and the Seller's curing of any defects therein; and the Buyer's forfeiture of any deposit in the event of Buyer's breach of the Agreement. We agree to execute and deliver to Buyer a Statutory Warranty Deed conveying to Buyer a good, marketable and insurable title to the Property, free and clear of all liens and encumbrances except as set forth in this Agreement. If sale terms include the assumption or transfer of an existing mortgage and the mortgage charges a fee for the assumption or transfer, we agree to pay one-half of any such fees.
- 3. In consideration of this Agreement, you, The Keyes Company, agree:
 - A. To use your efforts, at your expense, to find a Buyer for the Property. You may _____ withhold verbal offers; _____ withhold all offers once we accept a contract for the sale of the Property.
 - B. To publish the Property in the multiple listing service of the Local Association of Realtors for the area in which our Property is located.
 - C. To advertise the Property, its description, external and internal views of the property, the listing terms, and the terms of any sale of the Property, as you deem advisable in the local newspaper or other media, including the Internet and Social Media sites.
 - D. To notify other real estate brokers selected by you that the Property is for sale upon the above terms and conditions.
 - E. To furnish general information regarding the Property and the terms of sale when requested by any cooperating real estate broker, and to assist cooperating brokers in the sale of the Property when you are requested to do so.
 - F. When received from us, to pay promptly a portion of your commission to the licensed real estate broker who cooperates with you in finding a Buyer or tenant for the Property, upon such terms as you may agree, regardless of whether such cooperating broker is acting as agent or transaction broker for the buyer.
 - G. Your services under this Agreement exclude all real estate brokerage services that are performed for a buyer or tenant in conjunction with the sale or lease of our property. We understand that you and cooperating brokers may receive a fee from such buyers or tenants for such services in addition to any fee that is payable by us under this Agreement.

City of Port St. Lucie 3.98%

- 4. In consideration of this Agreement, we, the Sellers, jointly and severally agree:
 - A. To pay you a commission of ~~7.0%~~ ~~6%~~ of the sales price of the Property or any interest therein including but not limited to joint-venture and partnership interests, plus applicable sales tax in accordance with this Agreement. Your commission is to be paid whether the Buyer is found by you, by us or by any other person at the price and terms set forth above or at any other price or other terms acceptable to us including any voluntary or involuntary (condemnation) transfer for consideration; or if, we agree to sell or otherwise transfer for consideration the Property or any interest therein within 180 days after the expiration of this Agreement to a Buyer to whom you, we or any other person submitted the Property for sale during the term of this Agreement, or if we prevent your performance under this Agreement.
 - B. To pay you a transaction brokerage fee in the amount of ~~\$349.00~~ at the closing of the sale of the Property. City of Port St. Lucie Exempt
 - C. **We have reviewed the information contained in the above description of the Property and represent to you that it is correct and we know of no adverse fact materially affecting the value of the Property, unless set forth in your Sellers' Real Property Disclosure Statement signed by us which is incorporated herein by reference.** Upon receipt of the listing brochure, we will promptly review it and will notify you in writing of any inaccurate statements contained in it. Until you receive our written notice, you may rely upon the information contained in the brochure.

¹ As used herein, the term "Buyer" includes the successors, assigns or Affiliates of a Buyer, and any person acting for or on behalf of a Buyer, or if more than one Buyer, then on behalf of any Buyer.

- D. We agree do not agree [initial one] that if the Property is a single family residence at our expense to provide the buyer at the time of the closing of Our sale with an American Home Shield (AHS) home warranty contract with seller/buyer coverage on our Property for one (1) year; and we authorize you to include this warranty program offer in your advertising of our Property. We understand that an American Home Shield home warranty contract repairs or replaces an existing home's *covered* systems and major built-in appliances that break down due to normal wear and tear during the policy period; that **there are limitations and conditions applicable to the home warranty program described in the current AHS home warranty brochure the terms of which are incorporated herein by reference**; that the use of the warranty program is not a substitute for our disclosure of known defects in the condition of our property that are required; that you will receive a fee from AHS in conjunction with our enrollment in the warranty program; that there are other providers available with similar services and that we are free to shop around to determine for ourselves that we are receiving a competitive price for the warranty program.
- E. We agree do not agree [initial one] that if under the terms of the Purchase and Sale Contract accepted by us during the term of this Agreement we are required at our expense to provide title insurance to the Buyer, Keyes Title Services shall issue such title insurance on our behalf. **We understand that You have an indirect 50% ownership interest in Keyes Title Services through one of your subsidiaries, that because of this relationship, a referral to Keyes Title Services may provide You with a financial or other benefit, that there are other providers available with similar services and that we are free to shop around to determine for ourselves that we are receiving a competitive price for these services.**
- F. *We are the owners of the Property and the undersigned are authorized to enter into this Agreement on behalf of all of the owners of the Property and to convey title to the Property to a Buyer in accordance herewith, and we hereby give you a lien in our real Property described above to secure payment of your fees.*
- G. We agree to cooperate with you in making our Property available for showing to brokers and prospective Buyers at reasonable hours. Unless otherwise stated herein, you may release the key to the Property to the listing salesperson and any cooperating broker for the purpose of showing the Property and you may utilize a lock system to facilitate the showing of the Property by other brokers. We take all reasonable precautions to prevent damage or loss to our Property when making it available for showing and we understand that damage or loss may occur as a result thereof and we release you from all liability and responsibility in connection with any loss or claim that may occur in showing our Property, including the use of any lock system in conjunction therewith and from advertising our Property.
- H. We agree to refer immediately to you all inquiries of brokers or other persons interested in buying, exchanging or leasing the Property.
- I. We authorize you to place your "For Sale" sign on the Property, and to place a "Sold" sign thereon prior to the closing of our contract for sale and purchase, and to advertise the Property, including interior and exterior views, in accordance with this Agreement. We authorize you to advertise the Property in Social Media sites at your discretion.
- (Seller opt-out) (Check one if applicable)**
- (i) Display the Property on the internet except the street address of the Property shall not be displayed on the internet.
- (ii) We do not authorize you to display the Property on the internet. We understand and acknowledge that if we select option (ii), consumers who conduct searches for listings on the internet will NOT see the information about the listed Property in response to their search.
- / **Initials of Seller(s)**
- J. **Virtual Office websites:** Some real estate brokerages offer real estate brokerage services on line. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
- We do not authorize an automated estimate of the market value of this listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

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_____ We do not authorize third parties to write comments or reviews about the listing (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

_____/_____
Initials of Seller(s)

- K. If, because of a change in our circumstances, we decide not to sell our Property, we may withdraw this Agreement by giving you seven days prior written notice of withdrawal; in the event we agree to sell the Property after that date of withdrawal but before the original expiration date of this Agreement; or within 180 days thereafter to any person to whom you, we, or any other person submitted the Property for sale prior to the original expiration date, then we will pay you your commission. If we terminated this Agreement for any reason other than your failure to abide by it, we shall pay you a fee for your services equal to your commission based upon the sales price set forth in this Agreement.
- L. If during the term of this exclusive listing we lease or sublease the Property or any part thereof, we will pay you, in full, at the commencement of the lease term, and any renewals, thereof, or new leases with any such Tenant, a leasing commission at your standard leasing commission of ten percent of the gross rent. If during the term of the lease, or any renewals or substitutions thereof, the Lessee, his successors, or assigns buy the Property or any part thereof, we will pay you your sales commission less any unearned leasing commission received by you. If we trade or exchange our Property or any part thereof, you may represent and receive commissions from both parties to the trade or exchange, but our commission obligation to you shall be limited to the amount stated in this Agreement.
5. As our real estate broker you are authorized to accept, receipt for and hold until closing all money paid as a deposit or binder on any such sale of our Property, and if such deposit is forfeited by the Buyer, you are entitled to receive one-half of such deposit or any other deposit (not to exceed your full commission) for finding the Buyer. If any dispute arises between Buyer, Seller or Broker as to the final disposition of a deposit, you may institute any action permitted under Chapter 475, Florida Statutes to determine who is entitled to it, and the cost of that action including reasonable attorney's fees incurred by you for filing such action shall be paid out of the deposit. You may request the issuance of an Escrow Disbursement Order from the Florida Real Estate Commission notwithstanding the arbitration provisions of this or any other Agreement, and in such event we agree to be bound by such Order.
6. Where applicable, plural pronouns shall include singular pronouns and the use of any gender shall include all genders. The contract shall be binding on both parties, their heirs, executors, administrators and assigns and shall be governed by the laws of the State of Florida.
7. *We understand that you and other cooperating brokers are independent contractors and not our agents and that the performance of your services under this or any other agreement or transaction is not subject to our control regardless of any other designation or description in this or any other document or agreement to the contrary and that you are acting as a transaction broker as defined below; that neither your sales personnel nor cooperating brokers are authorized to make, modify or alter this or any other Agreement on your behalf, that they are each solely responsible for their own statements, representations and actions; that you will not investigate, screen or otherwise verify the social, financial or employment background of any party to any transaction and make no representation regarding same; that you may be employed as a broker by the Buyers of Property presented to us and that you may be employed by other Sellers to sell similar Property for them during the term of this Agreement.*
8. Any controversy or claim arising out of or relating to this Contract, or any transaction contemplated by it, including but not limited to escrow disputes and any debt collection issues, prior to the expiration of the applicable statute of limitations shall be settled by domestic, and not international, arbitration in the county wherein the property or your Branch Office is located in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association. However, the arbitrator shall be approved by all parties and shall have no authority to modify, alter or amend the terms of this Contract or to award any remedy or relief contrary to the express terms of this Contract. Discovery shall take place in accordance with the Florida Rules of Civil Procedure. The attorneys of record for the respective parties, who shall be members in good standing of the Florida Bar, shall be appointed as umpires for the limited purpose of issuing subpoenas for such discovery and for the final hearing upon filing of a notice of appearance of such attorney with the American Arbitration Association; all disputes related to such subpoenas or other discovery requests shall be resolved by the arbitrator(s). The parties may, by agreement, designate any person to act as neutral arbitrator and at the request of any party, the dispute shall be heard by a panel of three neutral arbitrators, the cost of which shall be shared equally between the parties. The arbitrator's award shall be based upon the greater weight of the evidence and shall state the specific factual finding made and contractual authority upon which it is based.

9. It is agreed that you are not an insurer of the sale of our Property and your fee is based solely upon the value of your services described in the Agreement; if at any time you should become liable by virtue of this Agreement or the transactions contemplated by it whether due to your negligence, intentional conduct or otherwise, your liability is and shall be limited to a sum not to exceed \$250.00 or the commission received by you as a result of this Agreement or such transaction whichever is greater and this sum shall be complete and exclusive.
10. This Agreement is the complete and final expression of the understandings between the parties, you have agreed to perform only the services stated herein and there are no other agreements, representations, statements or warranties, expressed or implied, oral or written, of any kind upon which the parties have relied unless reduced to writing and attached to this Agreement. The terms of this Agreement may not be modified or waived unless such modification or waiver is in writing and signed by the party bound thereby. The language of this Agreement shall be construed according to its plain meaning and not strictly for or against either party.
11. You will send all notices to us at our mailing address stated below and we will send all notices to you, attention listing supervisor, at your address listed below with a copy to your Branch Office. Either party may change their mailing address by sending written notice to the other in accordance herewith. **If we believe you have failed to abide by this Agreement, we will give you written notice thereof and thereafter you shall have 15 days within which to cure such failure. FAILURE TO GIVE YOU SUCH WRITTEN NOTICE SHALL WAIVE OUR OBJECTION.**

DISCLOSURE OF KNOWN DEFECTS BY THE SELLER

12. We acknowledge and understand that under Florida law where the owner of improved residential Property knows of facts materially affecting the value of the Property which are not readily observable the owner is under a duty to disclose them to the buyer/tenant. The failure to disclose such known facts constitutes fraud and may result in substantial liability as well as significant legal expense to the owner.
13. In order to comply with Florida and Federal law and to reduce the risk of such liability exposure, THE KEYES COMPANY urges the owner to disclose in the Seller's Disclosure Statement all adverse facts known to the owner which may affect the value of the Property, the presence of any lead-based paint hazard, any hazardous material risk, or contamination and any environmental risks.
14. As our broker under this listing Agreement, THE KEYES COMPANY will not conduct a physical inspection of the Property to discover concealed defects, or the presence of any chemical hazard, material hazard, or toxic substance hazard or environmental risks, nor will it examine the public records to determine the Property's compliance with applicable zoning and building codes and other laws. THE KEYES COMPANY relies upon our written disclosure of all such known facts as set forth in the Disclosure Statement signed by one or more of us, and will utilize our Disclosure Statement in the marketing of our Property. THE KEYES COMPANY expressly disclaims any responsibility for the accuracy or completeness of our disclosure. Any representations to the contrary cannot be relied upon.
15. **We understand** that under Federal Law, 42U.S.C.4852(d) and the regulations of the Department of Housing and Urban Development, and the Environmental Protection Agency, promulgated thereunder, 35 C.F.R. sections 35.88;35.90 and 35.92; and 40 C.F.R. section 745.107, the **owner** of any interest in residential real Property built prior to 1978 is required (1) to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the owner's possession, (2) to notify the buyer/tenant of any known lead-based paint hazards, (3) to provide the buyer/tenant with an EPA approved lead hazard information pamphlet such as *Protect Your Family From Lead in Your Home*, and (4) to disclose the same information to each person employed to sell or lease such housing (broker), including such information as the basis for the determination that lead-based hazards exist, the location of the lead-based paint hazards and the condition of the painted surfaces, and **WE AGREE TO DO SO.**

COMPLIANCE WITH FAIR HOUSING LAWS

16. We understand that under the 1968 Fair Housing Act as amended we are required to sell (or lease) our residential Property to a qualified person regardless of race, color, creed, national origin, family status, handicap or sex and we agree to do so.

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TRANSACTION BROKER NOTICE

As a transaction broker, **THE KEYES COMPANY** and its Associates, provide to you a limited form of representation that includes the following duties:

- A. Dealing honestly and fairly;
- B. Accounting for all funds;
- C. Using skill, care, and diligence in the transaction;
- D. Disclosing all known facts that materially affect the value of residential real Property and are not readily observable to the buyer;
- E. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
- F. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying Property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
- G. Any additional duties that are entered into by this or by separate written agreement.

RELOCATING? Will your next move be out of this area? If "yes" – where? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has your sales associate told you about our Relocation Service?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Would you like more information regarding this service?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

In witness thereof, we have signed this Agreement on the date set forth above.

SELLERS:

SELLERS:

Signature _____ Date _____

Signature _____ Date _____

*Name _____

*Name _____

*Mailing Address _____

*Mailing Address _____

*Phone Number _____

*Phone Number _____

*Email Address _____

*Email Address _____

THE KEYES COMPANY

Paul E. Labossiere
Sales Associate

District Sales Manager Signature _____ Date _____

Keyes Co. Realtors

Dave Dahne
Name

910 SW Gatlin Blvd.

Port St. Lucie, FL 34953
Branch Office and Address

* Mandatory



Date:

10/3

TRANSACTION BROKERS

In this Agreement, the terms "you", "your" or "yours" refer to Keyes Commercial and, the terms "we", "us", "our", "ours" refer to the undersigned Landlord(s) and the term Branch Office refers to your branch office listed below.

1 In consideration of your agreement to use your efforts to find a Tenant for our property situated in _____ County, Florida, built in year _____ (prior to 1978 if blank), described as follows:

and list it with other real estate brokers in accordance with the program outlined below, we, the undersigned Landlord(s) hereby give you, FOR A PERIOD OF TWELVE MONTHS FROM THIS DATE, the exclusive right and authority to find a Tenant for our property at the following rental rate and terms, or at any other rate and terms acceptable to us:

Rental: _____ Terms: _____

Water/Sewer to be paid by:	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Refuse to be paid by:	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Electricity to be paid by:	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Real Estate taxes to be paid by:	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Property Insurance to be paid by:	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Air-conditioning to be paid by:	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Pool, grounds/landscaping to be maintained by:	_____	
Other:	_____	

Except as set forth in our Disclosure Form, we represent that we know of no violations of any laws, rules or regulations (including building, zoning and hazardous waste and material laws and regulations) imposed by any governmental authority to which the Property in its existing use is subject, that there is no known contamination of the Property and that neither we nor our agents have done anything to contaminate the Property.

2 When a Tenant is found for our property, we agree to enter into a contract with the Tenant, the form of which may be either your customary contract, the Florida Association of Realtor's current contract or the local Board of Realtors contract. Copies of the contract forms are available to Us upon our request. The contract to lease with the Tenant will include the terms and conditions of the lease. We agree to prepare, execute and deliver to the Tenant a lease on a form approved by the Florida Supreme Court if a residential lease or such other form mutually acceptable to us and the Tenant to the property.

- 3 In consideration of this Agreement, you, Keyes Commercial, agree:
- A. To use your efforts, at your expense, to find a Tenant for the property.
 - B. To publish the property in your Special Sales Service as well as in the multiple listing service of the Local Board of Realtors for the area in which our property is located.
 - C. To advertise the property and the terms of any lease as you deem advisable in the local newspaper or other media of merit, including the internet.
 - D. To notify other real estate brokers selected by you that the property is for lease upon the above terms and conditions.
 - E. To furnish general information regarding the property your lease of the property when requested by any cooperating real estate broker.
 - F. When received from us, to pay promptly a portion of your commission to the licensed real estate broker who cooperates with you in finding a Buyer or tenant for the Property, regardless of whether such cooperating broker is acting as agent or transaction broker for the buyer.

- 4 In consideration of this Agreement, we, the Landlords, jointly and severally agree:
- A. To pay you a commission of 10% of the total rent for the lease, and for any expansion, or renewals of said lease or new leases with Tenant, plus applicable sales tax. Your commission is to be paid whether the Tenant is found by you, by us or by any other person at the rental and terms set forth above or at any other rental and terms acceptable to us including any voluntary or involuntary (condemnation) transfer for consideration; or if, we agree to lease or otherwise transfer for consideration the property or any interest therein within 180 days after the expiration of this Agreement to a prospect to whom you, we or any other person submitted the property for lease during the term of this Agreement, or if we prevent your performance under this Agreement.
 - B. To pay you a transaction brokerage fee in the amount of \$75 upon the execution of a lease or upon the delivery of possession of the Property to Tenant, which ever occurs first.
 - C. We have reviewed the information contained in the above description of the property and represent to you that it is correct and that we know of no adverse fact materially affecting the value of the property, no lead hazard or other toxic substance hazard unless set forth on the reverse side of this agreement. Upon our receipt of the listing brochure, we will promptly review it and will notify you in writing of any inaccurate statements contained in it. Until you receive our written notice, you may rely upon the information contained in the brochure.
 - D. We are the owners of the property and we are authorized to enter into this Agreement on behalf of all of the owners of the property and to convey title to the property to a buyer in accordance herewith.
 - E. To cooperate with you in making our property available for showing to brokers and prospective Tenants at reasonable hours. Unless otherwise stated herein, you may release the key to the property to the listing salesperson and any cooperating broker for the purpose of showing the property and you may utilize a lock box system to facilitate the showing of the property by other brokers. We will take all reasonable precautions to prevent damage or loss to our property when making it available for showing and we understand that the damage or loss may occur as a result thereof. We release you from all liability in connection with any loss or claim that may occur in or result from showing our property, and from advertising our property.
 - F. To refer immediately to you all inquiries of brokers or other persons interested in leasing the property.
 - G. We authorize you to place your "For Lease" sign on the property, and to advertise the property interior and exterior views, in accordance with this Agreement.
 - H. If, because of a change in our circumstances, we decide not to lease our property, we may withdraw this Agreement by giving you seven days prior written notice of withdrawal; in the event we agree to lease the property after the date of withdrawal but before the original expiration date of this Agreement or within 180 days thereafter to any person, to whom you, we, or any other person submitted the property for lease prior to the original expiration date of this Agreement, then we will pay you your commission. If we terminate this Agreement for any reason other than your failure to abide by it, we shall pay you a fee for your services equal to your commission based upon the annual rental rate set forth in this Agreement.
 - I. If during the term of this exclusive listing we sell the property or any part thereof, we will pay you, a commission of 7 1/2% of the sale price. If during the term of the lease, or any new lease with the Tenant, his successors, or assigns buy the property or any part thereof from us, we will pay you your sales commission less any unearned leasing commission received by you. If we trade or exchange our property or any part thereof, you

may represent and receive commissions from both parties to the trade or exchange, but our commission obligation to you shall be limited to the amount stated in this Agreement.

- 5 As our real estate broker you are authorized to accept, receipt for and hold until closing all money paid as a deposit or binder on any such lease of said property, and if a deposit shall be forfeited by a Buyer or Tenant, you are authorized to receive one-half of such deposit or any other deposit (not to exceed your full commission) for finding the Tenant or Buyer. If any dispute arises between Tenant (or Buyer), Landlord (or Seller) or Broker as to the final disposition of the deposit, you may institute any action permitted under Chapter 475, Florida Statutes to determine who is entitled to it, and the cost of that action including reasonable attorney's fees incurred by you for filing such action shall be paid out of the deposit. You may request the issuance of an Escrow Disbursement Order from the Florida Real Estate Commission notwithstanding the arbitration provisions of this or any other Agreement, and in such event we agree to be bound by such Order.
- 6 We understand that you and other cooperating brokers are independent contractors and not our agents and that the performance of your services under this or any other agreement or transaction is not subject to our control regardless of any other designation or description in this or any other document or agreement to the contrary and that you are acting as a transaction broker as defined below; that neither your sales personnel nor cooperating brokers are authorized to make, modify, or alter this or any other agreement on your behalf, that they are each solely responsible for their own statements, representations and actions; that you will not investigate, screen or otherwise verify the social, financial or employment background of any party to any transaction and make no representation regarding same; that you may be employed as a transaction broker by the Buyers and Prospective Tenants whose offers are presented to us and that you may be employed by other Sellers or Landlords to lease or sell similar property for them during the term of this Agreement.
- 7 Where applicable, plural pronouns shall include singular pronouns, and the use of any gender shall include all genders. The contract shall be binding on both parties, their heirs, executors, administrators and assigns and shall be governed by the laws of the State of Florida.
- 8 Any controversy or claim arising out of or relating to this Contract, or any transaction contemplated by it, shall be settled by arbitration in the county wherein the property is located in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association. However, the arbitrator shall be approved by all parties and shall have no authority to modify, alter or amend the terms of this Contract or to award any remedy or relief contrary to the express terms of this Contract. Discovery shall take place in accordance with the Florida Rules of Civil Procedure. The attorneys of record for the respective parties, who shall be members in good standing of the Florida Bar, shall be appointed as umpires for the limited purpose of issuing subpoenas for such discovery and for the final hearing upon filing of a notice of appearance of such attorney with American Arbitration Association; all disputes related to such subpoenas or other discovery requests shall be resolved by the arbitrator(s). The parties may, by agreement, designate any person to act as neutral arbitrator and at the request of any party, the dispute shall be heard by a panel of three neutral arbitrators, the cost of which shall be shared equally between the parties. If any such action is for the specific enforcement of this Contract, then any party may file a notice of such arbitration in the public records of the county wherein the property is located. The arbitrator's award shall be based upon the greater weight of the evidence and shall state the specific factual finding made and contractual authority upon which it is based.
- 9 It is agreed that you are not an insurer of the sale or lease of our property and your fee is based solely upon the value of your services described in the Agreement; if at any time you should become liable by virtue of this Agreement or the transactions contemplated by it whether due to your negligence, intentional conduct or otherwise, your liability is and shall be limited to a sum not to exceed \$250.00 or the commission received by you as a result of this Agreement or such transaction, whichever is greater, and this sum shall be complete and exclusive.
- 10 This Agreement is the complete and final expression of the understandings between the parties, you have agreed to perform only the services stated herein and there are no other agreements, representations, statements or warranties, expressed or implied, oral or written, of any kind which the parties have relied unless reduced to writing and attached to this Agreement. The terms of this Agreement may not be modified or waived unless such modification or waiver is in writing and signed by the party bound thereby. The language of this Agreement shall be construed according to its plain meaning and not strictly for or against either party.
- 11 You will send all notices to us at our mailing address stated below and we will send all notices to you at your address with a copy to your Branch Office. Either party may change their mailing address by sending a written notice to the other in accordance herewith. If we believe you have failed to abide by this Agreement, we will give you written notice thereof and thereafter you shall have 15 days within which to cure such failure.

DISCLOSURE OF KNOWN DEFECTS AND THE PRESENCE OF LEAD-BASED PAINT HAZARDS BY THE SELLER

- 12 **We understand that under Federal Law, 42 U.S.C. 4852(d) and the regulations of the Department of Housing and Urban Development, and the Environmental Protection Agency, promulgated thereunder, 35 C.F.R. sections 35.88; 35.90 and 35.92; and 40 C.F.R. section 745.107, the owner of any interest in residential real property built prior to 1978 is required (1) to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the owner's possession, (2) to notify the buyer/tenant of any known lead-based paint hazards, (3) to provide the buyer/tenant with an EPA approved lead hazard information pamphlet such as Protect Your Family From Lead in Your Home, and (4) to disclose the same information to each person employed to sell or lease such housing (broker)luding such information as the basis for the determination that lead-based hazards exist, the location of the lead-based paint hazards and the condition of the painted surfaces, and WE AGREE TO DO SO.**
- 13 We understand that under the 1968 Fair Housing Act as amended we are required to lease (or sell) our residential property to a qualified person regardless of race, color, creed, national origin, family status, handicap or sex and we agree to do so.
- 14 We acknowledge and understand that under Florida law where the owner of improved property knows of facts materially affecting the value of the property which are not readily observable the owner is under a duty to disclose them to the Buyer/Tenant. The failure to disclose such know facts constitutes fraud and may result in substantial liability as well as significant legal expense to the owner.
- 15 In order to comply with Florida and Federal law and to reduce the risk of such liability exposure, Keyes Commerical. urges the Owner to disclose, in the space provided below, all adverse facts known to the Landlord which may affect the value of the property, and the presence of any lead-based paint hazard.
- 16 As our broker under this listing agreement, Keyes Commerical. will not conduct a physical inspection of the property to discover concealed defects, the presence of any lead hazard or other toxic substance, nor will it examine the public records or to determine the property's compliance with applicable zoning and building codes and other laws. Accordingly, Keyes Commercial. relies upon our written disclosure of all such known facts as set forth below, will utilize our disclosure in the marketing of our property and Keyes Commercial. expressly disclaims any responsibility for the accuracy or completeness of our disclosure. Any representation to the contrary cannot be relied upon.

17 WE, THE UNDERSIGNED OWNERS, REPRESENT THAT WE KNOW OF NO FACTS MATERIALLY AFFECTING THE VALUE OF THE PROPERTY DESCRIBED IN THIS AGREEMENT EXCEPT THE FOLLOWING. IF THERE IS ANY CHANGE TO THIS INFORMATION WE WILL GIVE YOU PROMPT WRITTEN NOTICE THEREOF.

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE. You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation

TRANSACTION BROKER NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

As a transaction broker, Keyes Commercial and its Associates, provide to you a limited form of representation that includes the following duties:

- 1 Dealing honestly and fairly;
- 2 Accounting for all funds;
- 3 Using skill, care, and diligence in the transaction;
- 4 Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
- 5 Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
- 6 Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
- 7 Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

RELOCATING? Will your next move be out of this area? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "yes" - where? _____	
Has your sales associate told you about our Relocation Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Would you like more information regarding this service? <input type="checkbox"/> Yes <input type="checkbox"/> No	(County, State)

In witness whereof, we have signed this Agreement on the date set forth above.

OWNERS:

Name _____

OWNER'S NAME AND MAILING ADDRESS (Please Print):

Keyes Commercial
Attention: Supervisor of Listings

Sales Associate

Print Name

By: _____
Authorized Representative

Branch Office: _____
Branch Office Address: _____

Evaluation Committee Meeting
RFP# 20120049
Real Estate Broker

In Attendance:

Cheryl Shanaberger, OMB
Renee Major, Risk Management
Ed Fry, Finance
Azlina Goldstein, Legal

Cheryl: Each person on the committee has provided me with a individual score. I've tallied those and will now be handing those out to everybody. The goal for us today is to select a firm to take to Council so we can hire the contractor. On the back of the page, as you can see, is a composite of the scores and also of the rankings. We seem to have a clear winner, but that doesn't mean the committee can't discuss and look at some of the areas that might not have been clear about. Also, I was asked by a committee member to verify the MLS question with All Connect and also with CBRE and neither one of them are MLS members (I have that in writing).

Ed: That would certainly make a difference in their score then.

Cheryl: But neither one are in the running anyway.

Ed: Correct, but that obviously would make a difference in terms of the points that they would have been awarded on that.

Cheryl: If you'll see, sometimes you see number one twice or a number twice in the ranking; that is because they had the same score. So I gave them the top ranking both the same. I'll let you review, if you have any questions, let me know.

Azlina: I guess it was harder on All Connect. Can we discuss why or ...?

Cheryl: If you'd like to, we certainly can. Although, they didn't do well so...

Azlina: It really doesn't matter, so... It's noted on here anyway. Now did CBRE, were they MLS?

Cheryl: No they were not.

Azlina: They were not either? That's something. They had an awesome package. That would have bumped them up on my scoring.

Ed: This thing that I looked at a little bit more on all of them was their presence in Port St. Lucie. That weighed a little bit more. I think CBRE had tremendous resources, but they really didn't have a Port St. Lucie presence. That was one of the issues that I looked at, so that was a factor that weighed a little bit more when I was looking at their real estate experience; I was

looking really at what was their experience in the City then it was overall. I weighed that factor more heavily for Keyes and ME Goode Realty. The one that kind of separated it a little bit for me between ME Goode and for The Keyes is that the difference, if we were to move forward with the lease rather than the sales. They were pretty comparable 3.98 and 4 percent on their commission for sales, but, Keyes was looking at 10 percent for on the lease, whereas ME Goode Realty was looking at 8 percent. My feeling is either one of them would be good. I liked the fact that Keyes has handled a lot of the NSP sales for the City, so they've worked with the City. That was one that I thought was favorable for them. I thought that the approach that both of them were looking on their market method was good. For me I am comfortable with selecting Keyes as the top rank, they were pretty close for me. The only thing that really was a difference for me was just that the difference in the rate for the lease.

Renee: I didn't think Keyes had said they would not TBD their lease by comparatives. Is that allowed by the bid package, because, they didn't give a percentage on what they actually charge for a lease. I see it's 3.98 for sales, but...

Ed: Yeah, the lease was buried.

Azlina: In the addendum or something that was the first month rent and then the management of the lease is 10 percent of the per monthly rate.

Ed: It was kind of buried back there a little bit. You really had to actually go back here and look.

Renee: Ok, I made a note there so that I will score them higher on that.

Ed: You had to go back and their taking what the first month, they would look at that and then 10 percent of the monthly rent.

Cheryl: If you're going to change your scores, you would do it in the other column which is next to it. That's your group score. You don't have to score on your group score, unless you change it.

Renee: I do think B&O they actually had GL, I think they were one of the only ones that had GL and they had Workers Comp too, although really for real estate, most of them were individual/independent contractors they don't need it. They had everything else as good. They were one of the only two bidders that supplied commercial forms as back up versus everybody else that supplied pretty much residential forms, which I also thought was good. Yes, because they had experience with NSP commercial and residential experience and they had 86 years in Florida. I know that you like the presence in PSL a lot, which I think is good; likewise though, the CBRE because of all of their commercial experience ('cause I know one of the things is we just don't want to be locked in too much to PSL and only our exposure here). We want to market statewide, nationally and even internationally to try to get it rented and not just hope for somebody here locally to get it rented. That was one of the good things about CBRE, but, if you read through some of the wording in there, they had really cool marketing stuff, but it said they *can* market for you with this, it didn't really say that that was going to be part of the plan. It

almost made me think that those were going to be for additional expenses they could do some of those cool things. And how much that would be, that wasn't necessarily included in there. There presentation pack was really good. Now ME Goode Realty though, although again similar, very close with Keyes, I thought she could have done a better job. She hand wrote her bid packet out. The things that she did supply to us, were blurred copies and that; I would hope that somebody who is marketing themselves to us would market better to kind of give us an example of how they want to market our property and I thought Keyes did a better job between the two.

Azlina: I see Doctor Sols everywhere. He's got offices everywhere, like he said, in Dade, Broward, Palm Beach, Martin, St. Lucie, all through out, so I thought that was also a little bit of a one up on the ME Goode. I think those were my two high ones in the rankings.

Cheryl: Who had all this, Keyes or the ...?

Azlina: Yeah, throughout South Florida.

Cheryl: That would give them more areas to market to.

Renee: Yeah, that was one of the good things, they had several throughout the state.

Ed: I'm comfortable.

Renee: So am I, Keyes.

Ed: I'm comfortable with Keyes. I felt either one of them would work. They were pretty close for me, so I think my scores ...

Cheryl: You had Keyes as number 2. That may have been because you had a tie... Your number 1 was ME Goode .

Ed: Part of that, I think, was just that _____. That was really the differential that I saw between the two of them. Just in terms of the lease rate.

Cheryl: Well, this committee agreed to offer the award to Keye's?

Ed: I think so, yes.

Renee: Yes.

Azlina: Yes.

Cheryl: If there is anything you do want me to change for the group score, just mark them, but I don't think there is going to be any changes that will change the scores anyway.

Ed: The only thing that I would see is on the two that since they were not in the MLS, and I had thought they were.

Cheryl: If you want me to do that just mark in this column, and I will do that. If you don't want me to you can leave them as they are.

Ed: I think I did on both of those change it to a zero as opposed to a five.

Cheryl: So the committee selects Keyes.

Renee: The only thing I would like to change is, I would like to take it from 3 to 5 on the proposed amount for Keyes because I didn't see where they ranked on what they were going to charge for commissions for the lease.

Cheryl: So Keyes would end up with a higher score.

Renee: Exactly, Keyes would rate higher. The MLS stuff was the stuff I kept digging and digging and finally I was like ...

Cheryl: Thank you, the meeting is now adjourned.

The changes made did not change the ranking of the companies.

Desc	All connect	CBRE	Fleischman	HW	Keyes	KELLER William	ME Good
Sale Fee %	5	6	4.75	4	3.98	6	4
Lease Fee %	10	5W/o Co & w Co bro	8		10% of m/r	10	8
Additional fees							
Seller & Buyer	4						
Property Mang	10		8				
Marketing		??					
Drug free	1	1	1	1	1	1	1
Insurance Cert		1	1	1	1	1	1
Questionnaire	1	1	1	1	1	1	1
SF License	1	1	1	1	1	1	1
Sub-contractors		1	1	1	1	1	1
Sample Sale	1	1	1	1	1	1	1
Sample Lease	1	1	1	1	1	1	1
Accept City T & C	1	1	1	1	1	1	1
W-9 Form	1	1	1	1	1	1	1

Scores

		AG		EF		RM		TOTAL	Rank
Keller Williams Realty									
Criterion	WTG	Points	Total	Points	Total	Points	Total		
Qualifications	4	2	8	4	16	3	12		
Proposed Amounts	5	4	20	1	5	1	5		
Member MLS	1	5	5	5	5	0	0		
Real Estate Experience	6	5	30	3	18	2	12		
Market Method	4	5	20	3	12	2	8		
Total		83		56		37		176	
Ranking		3		5		5			
		AG		EF		RM		TOTAL	Rank
Keys									
Criterion	WTG	Points	Total	Points	Total	Points	Total		
Qualifications	4	5	20	4	16	5	20		
Proposed Amounts	5	5	25	4	20	3	15		
Member MLS	1	5	5	5	5	5	5		
Real Estate Experience	6	5	30	5	30	5	30		
Market Method	4	5	20	4	16	4	16		
Total		100		87		86		273	
Ranking		1		2		1			
		AG		EF		RM		TOTAL	Rank
ME Good									
Criterion	WTG	Points	Total	Points	Total	Points	Total		
Qualifications	4	3	12	4	16	3	12		
Proposed Amounts	5	4	20	5	25	5	25		
Member MLS	1	5	5	5	5	5	5		
Real Estate Experience	6	5	30	5	30	3	18		
Market Method	4	5	20	4	16	3	12		
Total		87		92		72		251	
Ranking		2		1		3			
All Connect Realty LLC		6	145	4	6				
CBRE		5	228	4	1				
Fleschman Realty Group LLC		2	4 251	3	2				
HW Real Estate Inc		7	154	6	4				
Keller Williams Realty		3	176	5	5				
Keys		1	1 273	2	1				
ME Good Realty Inc.		2	2 251	1	3				
Committee selected Keys									

Cheryl Shanaberger

From: allconnectrealty@gmail.com on behalf of Bogumila Kowalec [bk@allconnectrealty.com]
Sent: Tuesday, April 24, 2012 10:23 AM
To: Cheryl Shanaberger
Subject: Real Estate Broker Services RFP#20120049

Hello Cheryl,

I am a member of MLXchange of "Realtor Association of Greater Fort Lauderdale"

User ID: 3128344

Broker Code: ACNR

My plan to get second MLS membership of "Regional MLS" on May2012

--

Sincerely,

Bogumila Kowalec, ACP, Broker

All Connect Realty

C: 772 -342 -2585

P: 561-299-0063

F: 866 -399 -2580

bk@allconnectrealty.com

<https://AllConnectRealty.com>

Commercial & Residential

Property Management & Rental

Cheryl Shanaberger

From: Krasnow, Ken @ Boca Raton [Ken.Krasnow@cbre.com]
Sent: Thursday, April 26, 2012 11:19 AM
To: Cheryl Shanaberger
Subject: RE: 20120049 Real Estate Broker

Cheryl,

We are not a member of the Multiple Listing Service which is primarily used for residential properties.

Please let me know if you need anything else.

Regards,

Ken Krasnow | Managing Director
CBRE | South Florida
5355 Town Center Road, Suite 701 | Boca Raton, FL 33486
T 561 393 1649 | F 561 393 1650 | C 914 589 5321
ken.krasnow@cbre.com | www.cbre.com
Miami-Dade: 305 374 1000 | Ft. Lauderdale 954 462 5655 | Boca Raton: 561 394 2100 | North Palm Beach:
561 227 1800

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From: Cheryl Shanaberger [<mailto:CherylS@cityofpsl.com>]
Sent: Tuesday, April 24, 2012 1:02 PM
To: Krasnow, Ken @ Boca Raton
Subject: 20120049 Real Estate Broker

Ken, are you a member of MLS???? I cannot locate that information in your proposal. Thanks

Cheryl Shanaberger, MPA, CPPO
Deputy Director OMB
772 871 7390

Respondent:

Keyes

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 2 3 4 5	0 1 2 3 4 5
Comments: <i>3.98% sale 10% lease</i>			
C. Member of MLS	1	0 5	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: <i>Has been broker for N's P sales in City</i>			
E. Market Method (9,13 & 14)	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Edwin M. Fry, Jr.*

Dept.: *Finance*

Signature: *Edwin M. Fry, Jr.* please print

Date: *2/25/12*

Respondent: *ME Good Realty*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments: <i>Qualified for sales & leases Extensive experience in sales and leasing</i>			
B. Proposed Amount Page 24	5	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments: <i>Lowest overall costs 4% sales 8% lease</i>			
C. Member of MLS	1	0 <u>5</u>	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments: <i>35 years, past 5+ years presence</i>			
E. Market Method (9,13 & 14)	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Edwin M. Fry, Jr.* Dept.: *Finance*
 Signature: *Edwin M. Fry, Jr.* (please print) Date: *4/25/12*

Respondent: Fleischman Realty

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <u>Sale 4.75% Lease 8%</u>			
C. Member of MLS	1	0 <u>5</u>	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments: <u>25 years</u>			
E. Market Method (9,13 & 14)	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Edwin M. Fry Jr. Dept.: Finance

Signature: Edwin M. Fry Jr. (please print) Date: 4/25/12

Respondent:

HW Real Estate

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 <u>2</u> 3 4 5	0 1 2 3 4 5
Comments: <i>Strong qualifications for sales, none for leases</i>			
B. Proposed Amount Page 24	5	0 1 <u>2</u> 3 4 5	0 1 2 3 4 5
Comments: <i>Does not provide leasing services</i>			
C. Member of MLS	1	0 <u>5</u>	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments: <i>11 years PSL presence</i>			
E. Market Method (9,13 & 14)	4	0 1 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <i>Does not provide leasing services</i>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Edwin M. Fry Jr.*

Dept.: *Finance*

Signature: *Edwin M. Fry Jr.*
(please print)

Date: *4/25/12*

Respondent: Keller Williams

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 <u>1</u> 2 3 4 5	0 1 2 3 4 5
Comments: <u>sale 10% lease 10% Highest of all respondents</u>			
C. Member of MLS	1	0 <u>1</u>	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <u>6 years Port St Lucie presence</u>			
E. Market Method (9,13 & 14)	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <u>Not well defined</u>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Edwin M. Fry, Jr. Dept.: Finance

Signature: Edwin M. Fry, Jr. (please print) Date: 4/25/12

Respondent:

All Connect Realty

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 <u>2</u> 3 4 5	0 1 2 3 4 5
Comments: <i>Sales 50% Leases 100%</i>			
C. Member of MLS	1	0 <u>1</u>	<u>0</u> 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <i>7 years Part of Lucie presence</i>			
E. Market Method (9,13 & 14)	4	0 1 2 3 <u>4</u>	0 1 2 3 4 5
Comments: <i>Good list of marketing tools</i>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Edwin M. Foy Jr.* Dept.: *Finance*
 Signature: *Edwin M. Foy Jr.* (please print) Date: *7/25/12*

Respondent:

CBRE

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments: <i>Very large firm, lots of resources</i>			
B. Proposed Amount Page 24	5	0 1 <u>2</u> 3 4 5	0 1 2 3 4 5
Comments: <i>Sales 6% Leases 5% w/o co broker 7% w/co-broker</i>			
C. Member of MLS	1	0 <u>1</u>	<u>0</u> 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 <u>4</u> 5	0 1 2 3 4 5
Comments: <i>Extensive firm experience, as Port St Lucie presence</i>			
E. Market Method (9,13 & 14)	4	0 1 2 3 <u>4</u>	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Edwin M. Fry, Jr.* Dept.: *Finance*
(please print)
 Signature: *Edwin M. Fry* Date: *4/25/12*

Respondent: *[Handwritten Signature]*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: <i>Previous work with the city. Commercial experience company well established in Fla - 86 yrs. EIC + E/L Good. W/C (although expired) + personal auto.</i>			
B. Proposed Amount Page 24	5	0 1 2 (3) 4 5	0 1 2 3 4 (5)
Comments: <i>3.98 sale ——— lease / rent TBD by comparatives</i>			
C. Member of MLS	1	0 (5)	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: <i>EIP with the city through the NSP program. Comm. + residential exp. 26 yrs. Offices throughout Florida</i>			
E. Market Method (9,13 & 14)	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: <i>Normal methods of marketing. Was one of only two bidders to supply commercial forms as back-up versus residential only.</i>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Renee Major* Dept.: *Risk Mgt + Special Projects*
 Signature: *Renee Major* (please print) Date: *4.23.12*

Respondent: *M/E Local Realty, Inc.*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <i>35 yrs in business. Also she manages 167 homes, but didn't supply listing info to assess comm. experience. E+O low term, no G/L on acct.</i>			
B. Proposed Amount Page 24	5	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments: <i>1/ sale / 8 lease</i>			
C. Member of MLS	1	0 <u>5</u>	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <i>Manages 167 homes, and info on listings on comm exp.</i>			
E. Market Method (9,13 & 14)	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <i>Various methods of marketing. Brochures handwritten, blurred Xerox copies</i>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Terrie Major*
(please print)

Dept.: *Marketing - Special Projects*

Signature: *Terrie Major*

Date: *4-23-12*

Respondent: *ELL Connect Realty LLC*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 <u>1</u> 2 3 4 5	0 1 2 3 4 5
Comments: <i>Time in Business. Did not answer several questions in the bid packet DB insurance provided</i>			
B. Proposed Amount Page 24	5	0 <u>1</u> 2 3 4 5	0 1 2 3 4 5
Comments: <i>5% sale, 10% lease</i>			
C. Member of MLS	1	0 <u>X</u>	0 5
Comments: <i>Attached info on MLS so I will give them the benefit they have it.</i>			
D. Real Estate Experience (5,7 & 6)	6	0 <u>1</u> 2 3 4 5	0 1 2 3 4 5
Comments: <i>Time in Business... 13 listings provided since 2008 sales/leases - all residential</i>			
E. Market Method (9,13 & 14)	4	0 <u>1</u> 2 3 4 5	0 1 2 3 4 5
Comments: <i>They did not answer the questions contained in the bid packet, but rather attached info from the internet which I guess we are to assume are their marketing techniques</i>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Renee Major Dept.: Risk Mgt + Spec Projects
 Signature: Renee Major (Please print) Date: 4-23-12

Respondent: BRE

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments: Good knowledge of commercial real estate. Nice resumes. On "Team" what would be assigned PL as agent. Recent listing sales - no dates. ETC Good 2/11/12 Auto?			
B. Proposed Amount Page 24	5	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments: Sales 6, lease 5/7			
C. Member of MLS	1	<u>0</u> 5	0 5
Comments: Unable to locate MLS ??			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments: Good knowledge in commercial and the Fla market - in as coast, Palm Bch, Broward & So. Fla. National Company.			
E. Market Method (9,13 & 14)	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments Very professional proposal. Are some of the marketing methods such as property web page & E-flyers - do they require the seller to pay additional for these marketing methods			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Rebecca Meyer

Dept.: Public Works & Spec Projects

Signature: Rebecca Meyer (please print)

Date: 4-23-12

Respondent: *Troschman Realty Group, LLC*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 <u>(4)</u> 5	0 1 2 3 4 5
Comments: <i>Commercial experience based on repeat sales in C. Good. Appears to have GL coverage but provide quote for coverage for an office in Coral Gables. Auto. 25 yrs in real estate</i>			
B. Proposed Amount Page 24	5	0 1 2 3 <u>(4)</u> 5	0 1 2 3 4 5
Comments: <i>Sale 475, lease 8</i>			
C. Member of MLS	1	0 <u>(5)</u>	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 <u>(5)</u>	0 1 2 3 4 5
Comments: <i>25 yrs in real estate of the 7 listings provided which were from Nov 2011. 1000 were commercial and sold within a few months</i>			
E. Market Method (9,13 & 14)	4	0 1 2 <u>(3)</u> 4 5	0 1 2 3 4 5
Comments: <i>Normal methods of marketing</i>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Renee Mayor*

Dept.: *Busk 11/pt + Spec Projects*

Signature: *Renee Mayor*
(please print)

Date: *4-23-12*

Respondent: *H.W. Real Estate Inc.*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 <u>1</u> 2 3 4 5	0 1 2 3 4 5
Comments: <i>Does not handle renting or leasing</i>			
B. Proposed Amount Page 24	5	0 <u>1</u> 2 3 4 5	0 1 2 3 4 5
Comments: <i>Sales only 4%, no renting/leasing (rated 1 due to the fact we are looking for someone that can do both).</i>			
C. Member of MLS	1	0 <u>(5)</u>	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 <u>(3)</u> 4 5	0 1 2 3 4 5
Comments: <i>11 yrs all sales since Oct 2011 were residential, none commercial.</i>			
E. Market Method (9,13 & 14)	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: <i>Normal methods of marketing not impressed with bid package, as it contained by mentioned listing. our "normal" didn't take the time to customize it for a commercial bid.</i>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Renée Major*
(please print)
 Signature: *Renée Major*

Dept.: *Risk Mgt & Spec. Projects*
 Date: *4.23.12*

Respondent: Keller Williams Realty

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments: 6 yrs in business E+O + 6/11 Good 470 auto.			
B. Proposed Amount Page 24	5	0 <u>1</u> 2 3 4 5	0 1 2 3 4 5
Comments: Dale 6, lease 10			
C. Member of MLS	1	<u>0</u> , 5	0 5
Comments: ? No info on MLS			
D. Real Estate Experience (5,7 & 6)	6	0 1 <u>2</u> 3 4 5	0 1 2 3 4 5
Comments: 4 yrs without recent listing history, difficult to determine experience			
E. Market Method (9,13 & 14)	4	0 1 <u>2</u> 3 4 5	0 1 2 3 4 5
Comments: 470 normal methods of marketing, is a packet response a blend of handwritten + word - of very professional looking			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Renée Naylor

Dept.: Marketing + Spec Projects

Signature: Renée Naylor
(Please print)

Date: 4-23-12