

**Monroe County Local Rider to "As Is" Residential Contract
For Sale and Purchase
(FloridaRealtors/FloridaBar-ASIS-5)**

The terms of this Rider shall control over all conflicting terms of the Contract.

1. **WIRE TRANSFER OF BUYER'S FUNDS/WIRE FRAUD ALERT:** (Amends Paragraphs 2(a), 2(b), and 2(e)) Except for the initial deposit, all payments by Buyer of the Purchase Price shall be by wire transfer. Buyer agrees not to rely on wiring instructions received by e-mail. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails look legitimate, but they are not. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Buyer and Seller should not send personal information such as social security number, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient.

2. **OCCUPANCY AND POSSESSION:** (Amends Paragraph 6 and Standard D)
Unless otherwise agreed, occupancy and possession shall be conveyed to Buyer upon collection of all closing funds, and closing of the transaction. Tenant estoppel letters are not required on vacation rentals.

3. **PRIOR SURVEY AND PRIOR TITLE INSURANCE POLICY:** (Amends Paragraphs 9(c) and 9(d)). Failure to deliver the prior survey and/or the prior title insurance policy shall not be considered a breach of contract by the Seller and shall not constitute grounds for cancellation of the Contract by the Buyer.

4. **GOVERNMENTAL INSPECTIONS:** (Amends Paragraph 12(a))
Seller (check one) [] **ALLOWS** [] **DOES NOT ALLOW** (if not checked, then "DOES NOT ALLOW") the Buyer to conduct Governmental Inspections during the Inspection Period. If governmental inspections are not allowed, Buyer shall conduct inspections only by private inspection firms and contractors.

5. **OPEN AND EXPIRED PERMITS:** (Amends Paragraph 12(c))
Applicable only if checked here [] Seller shall have the obligation, **at Seller's expense** to close all open or expired permits and close any active code violation cases prior to closing; if not closed, closing shall be extended up to 15 days for Seller to close the permits and code violation cases. If not closed by the end of extension period, then the Buyer may cancel or accept the property with the open or expired permits, or active code violation cases.

Buyer's Initials _____
Seller's Initials _____

Date: _____
Date: _____

6. **SPECIES ASSESSMENT:** The property (check one) **IS** ____ **IS NOT** ____ on a species focus list (if not checked, then "IS"). Parcels on this list require species assessments prior to the issuance of a building permit. If "is" is checked, Buyers are advised to seek further information from the relevant building department.

7. **SHORT SALE APPROVAL CONTINGENCY:** (Amends Paragraph G. of Comprehensive Rider)
Applicable only if checked here [] Buyer's deposit shall be due upon the approval of Seller's Lender pursuant to Paragraph 1. of the Rider.

8. **WINDSTORM AND FLOOD INSURANCE:** Buyers are urged to consult with an insurance agent during the period specified in Paragraph 10(d) concerning the availability and pricing of windstorm and flood insurance for the property.

9. **SELLER FINANCING:** (Amends Paragraph C. of Comprehensive Rider)
 In regard to the requirement of the Buyer to maintain insurance, Seller waives the following insurance policies. [] Fire [] Windstorm [] Flood
 (If not checked, the insurance is required):

10. **SEWER AND SPECIAL ASSESSMENTS:** (Amends Paragraph 9 (f))
 During inspection period, Buyers are advised to verify the status of sewer assessments, required filing of easements, and other issues concerning central sewer installation. If Buyer is responsible to pay installments due after closing and if there is a sewer system development fee payable in installments, Buyer may be required to prepay the balance in full if the sewer authority has filed a lien, and will not agree to subordinate the lien to Buyer's mortgage.

11. **KEY COLONY BEACH TRANSACTIONS ONLY:** Seller and Buyer shall each pay one-half (1/2) of the Key Colony Beach sewer transfer fee which is \$200.00 for single family homes, half duplex units, or vacant lots, and \$100.00 for residential condominiums.

12. **BUILDING RIGHTS:** The Florida Keys are governed by State of Florida Rate of Growth (ROGO) restrictions. Buyers contemplating future development of the property are advised to consult with the local Planning or Building Department during the inspection period concerning the procedures for acquisition and availability of building rights.

13. **EFFECTIVE DATE:** *Applicable only if checked here* []
 Seller and Buyer agree that the effective date of the Contract is _____.

Buyer's Initials _____
 Seller's Initials _____

Date: _____
 Date: _____