



COLDWELL BANKER

SCHMITT  
REAL ESTATE CO.

## Monroe County Local Rider to "As Is" Residential Contract For Sale and Purchase (FloridaRealtors/FloridaBar-ASIS-6)

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- WINDSTORM AND FLOOD INSURANCE:** Buyers are urged to consult with an insurance agent during the period specified in in Paragraph 10(d) concerning the availability and pricing of windstorm and flood insurance for the property. Upon request of the Buyer, Seller shall provide a copy of Seller's flood insurance policy and allow Buyer to assume the policy at closing. In such event, the policy premium shall be prorated at closing.

Buyer's Initials

Seller's Initials

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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- 8. **IMPROVEMENTS AND REPAIRS:** Buyers are advised that many homes are subject to restrictions on the value of improvements and repairs. For more information, Buyers may wish to consult with the applicable building department.
- 9. **SELLER FINANCING:** (Amends Rider C – Seller Financing)  
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. **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.
- 12. **SEASONAL AND VACATION RENTALS:** (Amends Paragraph 6 and Rider DD – Seasonal and Vacation Rentals After Closing)  
When providing Occupancy Agreements to the Buyer, the Seller and/or Property Manager shall be permitted to redact the names and contact information of the occupants/renters.
- 13. **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. Key Colony Beach has a mandatory residential sewer line inspection that must be completed by June 23, 2023. Seller (check one) **HAS**  **HAS NOT**  (if not checked, then “HAS NOT”) performed the inspection.
- 14. **UNINCORPORATED MONROE COUNTY TRANSACTIONS ONLY:** Monroe County Ordinance 026-2022, Section 122-15, effective March 7, 2023, requires a governmental inspection of downstairs enclosures prior to the transfer of ownership of properties where construction commenced on or after June 15, 1973. As of the effective date of the Ordinance, Monroe County does not provide such inspections, however the Ordinance creates a right to a civil action against a seller where the inspection has not been conducted. Buyer acknowledges that the inspection has not been conducted, receipt of Section 122-15, and waives the civil remedies contained in the Ordinance. Buyer agrees to seek only the civil remedies set forth in the Contract, or otherwise provided by Florida Law. This provision shall survive the closing.
- 15. **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes 2023 ("the Act") in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act. At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer’s Initials

Seller’s Initials

Date: \_\_\_\_\_

Date: \_\_\_\_\_