

# Florida Realtors Forms Descriptions

## **Commercial Forms**

### **Commercial Contract (CC-5)**

This form may be used for the sale and purchase of commercial property. This form is not designed for complex transactions or the sale of businesses without land.

### **Commercial Contract: Optional Clauses (OC-5)**

This form contains additional clauses that a seller and buyer may want to add to the Commercial Contract.

### **Confidentiality and Non-Disclosure Agreement (CNA-1)**

This form may be used by a listing broker when the listing broker wants the prospect and the prospect's broker (if there is one) to keep confidential the information provided by the listing broker.

### **Designated Sales Associate (DS-5)**

This form may be used in transactions, other than residential sales, where both seller and buyer have assets of one million dollars or more and want the broker to designate different salespersons to represent each of them as single agents.

### **Exclusive Right of Sale Listing Agreement for Commercial Property (ERS-7cp)**

This form is a listing agreement for commercial property in which the seller grants to the listing broker the sole right to sell the property.

### **Exclusive Right to Lease – Commercial (ERLC-1)**

This form is a listing agreement for commercial property in which the seller grants to the listing broker the sole right to lease the property.

### **Exclusive Tenant Brokerage Agreement – Commercial (ETBC-1)**

This form may be used when a broker wishes to act as a tenant's agent and be paid commission by the tenant. It establishes an exclusive representation of a tenant and provides for a retainer fee.

### **Vacant Land Contract (VAC-11)**

This form may be used for the sale and purchase of vacant land.

## **Escrow Forms**

### **Escrow Deposit Receipt Verification (EDRV-1)**

When an attorney or title company holds a deposit pursuant to a sale and purchase contract, this form may be used by the broker, who prepared or presented the offer, to comply with FREC rule 61J2-14.008(2)(b), F.A.C.

### **Monthly Reconciliation Statement Real Estate Trust Account (MSR-5)**

This form may be used for the required monthly reconciliations of the broker's trust accounts.

### **Monthly Reconciliation Statement Real Estate Trust Account Addendum (MSRA-1)**

This form is an addendum to MSR-5. It may be used to report outstanding checks and deposits not credited in paragraph 2 of the MSR-5 and to report an itemized list of trust liability in paragraph 3 of the MSR-5.

**Notice of Escrow Dispute/Good Faith Doubt (NED-6)**

This form may be used by a broker to notify the FREC that the broker has either received conflicting demands for a deposit held in his/her escrow account or has good faith doubt as to which party is entitled to funds held in his/her escrow account.

**Florida Realtors Residential Contract and Addenda****Contract for Residential Sale and Purchase (CRSP-15)**

This form may be used for residential sale and purchase transactions and provides for arbitration of disputes.

**Contract for Residential Sale and Purchase Addenda (CRSP-15)**

29 additional addendums that a seller and buyer may want to add to the Contract for Residential Sale and Purchase.

**Florida Realtors/Florida Bar Residential Contract and Addenda****Residential Contract for Sale and Purchase (FloridaRealtors/FloridaBar-5)**

This form may be used for residential sale and purchase transactions.

**“AS IS” Residential Contract for Sale and Purchase (FloridaRealtors/FloridaBar-ASIS-5)**

This is an “as is” contract form. This form may be used when the seller does not want to be obligated to make repairs and the buyer wants the right to cancel the contract if the buyer is not satisfied with the home inspection.

**Comprehensive Rider to the FloridaRealtors/FloridaBar Contract for Sale and Purchase (CR-5)**

This form contains additional clauses that a seller and buyer may want to add to the Residential Contract for Sale and Purchase (FloridaRealtors/FloridaBar-5) or “AS IS” Residential Contract for Sale and Purchase (FloridaRealtors/FloridaBar-ASIS-5).

**Miscellaneous Contract Addenda****Addendum to FloridaRealtors/FloridaBar Contract for Sale and Purchase (ACSP-4)**

This form may be used with either the Florida Realtors or the FloridaRealtors/FloridaBar residential sale and purchase contract forms when additional terms need to be added.

**Auction Addendum (AA-1)**

This form may be used where residential property is being sold using the auction method. It establishes a Buyer Premium, has no financing contingency, and has check boxes for closing costs and fees. It also contains a provision that deletes the inspection, repair, and walk-through provisions of the contract.

**Community Development District Addendum (CDDA-2)**

This form may be used when the property is subject to taxes and assessments imposed by a Community Development District that are in addition to other taxes/assessments provided by law. The form contains the name of the District and the amount of taxes and/or assessments due to the District.

**Cooperative Addendum (COOP-1)**

This form should be attached to the purchase and sale contract when the property being sold is a cooperative. It includes the statutory disclosure language required by F.S. 719.503.



**Counter Offer (CO-3)**

This form may be used as an addendum to a contract for sale and purchase. This form provides check boxes so that sellers or buyers may specify the terms and conditions of their counter offer.

**Extension Addendum (EA-2)**

This form is may be used with various contract forms to extend time periods, such as closing date, financing period, inspection period, title cure period, short sale approval deadline, feasibility study period, and due diligence period.

**PACE Addendum (PACE-1)**

This form may be used when a non-ad valorem assessment has been levied against the property for a qualifying improvement and has an unpaid balance due.

**Septic Program Replacement Addendum (SRPA-1)**

This form may be used when the buyer wants to conduct an inquiry into the County Septic System Replacement Program to determine availability, connection, capacity fees, hook-up incentives, and/or repair/replacement credits of the septic system. The Addendum allows the buyer to cancel the contract if any fact regarding the Septic System Replacement Program is unacceptable to the buyer.

**Leases and Contract to Lease****Residential Lease for Apartment or Unit in Multi-Family Rental Housing (other than a duplex) Including a Mobile Home, Condominium, or Cooperative (for a term not to exceed one year) (RLAUCC-1x)**

This lease form, approved by the Florida Supreme Court for completion by non-lawyers, may be used for renting units in multi-family housing, mobile homes, condominiums, and cooperatives. Do not use this form for commercial, agricultural, or other types of residential property.

**Residential Lease for Single-Family Home or Duplex (for a term not to exceed one year) (RLHD-3x)**

This lease form, approved by the Florida Supreme Court for completion by non-lawyers, may be used for renting a single-family home or duplex. Do not use this form for commercial, agricultural, or other types of residential property.

**Contract to Lease (CL-6)**

This contract sets forth the terms and conditions that a prospective landlord and tenant agree to include in a lease that will be signed and delivered in the future.

**Listing Agreements, Brokerage Disclosures, and Commission Forms****Brokerage Relationship Disclosure - single agent (BRD-6sa)**

This form may be used to establish a single agent relationship with either the seller or buyer.

**Brokerage Relationship Disclosure - transition from single agent to transaction broker (BRD-7tnx)**

This form may be used where the agent is acting as single agent but obtains consent from the seller or buyer to transition to a transaction broker in the event the brokerage represents the other party in the transaction as a transaction broker as well.

**Commission Agreement (CA-7)**

This form may be used with a seller/landlord who does not list his/her property but agrees to pay commission to the named broker if the buyer/tenant named on the agreement purchases or leases the property. It contains the commercial lien act disclosure in the event the agreement is used for commercial property.

**Exclusive Brokerage Listing Agreement (EBLA-9)**

This is a listing agreement in which the seller authorizes the listing broker to sell the property and to offer cooperation to other agents but reserves the right to sell the property herself/himself.

**Exclusive Buyer Brokerage Agreement – single agency (EBBA-6sa)**

This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive, single agency representation with a buyer and provides for a retainer fee.

**Exclusive Buyer Brokerage Agreement – transaction agency (EBBA-6tb)**

This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive, transaction agency representation with a buyer and provides for a retainer fee.

**Exclusive Buyer Brokerage Agreement – no brokerage relationship (EBBA-6nr)**

This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive, no brokerage agency representation with a buyer and provides for a retainer fee.

**Exclusive Buyer Brokerage Agreement – transition from single agency to transaction agency (EBBA-6tn)**

This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive, single agency representation with a buyer and provides for a retainer fee, with a right to transition into transaction agency.

**Exclusive Right of Sale Listing Agreement – no brokerage relationship (ERS-14nr)**

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell the property and establishes the broker has no brokerage agency relationship with the seller.

**Exclusive Right of Sale Listing Agreement - single agency (ERS-16sa)**

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell the property and establishes the broker is acting as a single agent for the seller.

**Exclusive Right of Sale Listing Agreement - transaction agency (ERS-17tb)**

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell the property and establishes the broker is acting as a transaction agent for the seller.

**Exclusive Right of Sale Listing Agreement - transition from single agent to transaction agency (ERS-17tn)**

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell the property and establishes the broker is acting as a single agent for the seller and includes the consent to transition to transaction agency.

**Exclusive Right to Lease Agreement (ERL-10)**

This form is a listing agreement in which the seller gives the listing broker the sole right to lease a particular property.

**Limited Service Listing Agreement (LSLA-3)**

This form is a listing agreement in which the seller gives the listing broker the right to put the property in the MLS and to offer compensation to cooperating brokers.

**Modification to Listing Agreement (MLA-5x)**

This form is for use with any Florida Realtors listing agreement or Florida Realtors Exclusive Right to Lease Agreement. It can be used to extend the listing or terminate the listing before the termination date.



**No Brokerage Relationship Disclosure (BRD-3nbr)**

This form may be used to establish the licensee has no brokerage relationship with the seller or buyer.

**Referral Agreement (RA-3)**

This is an agreement that may be used between brokers, where one broker agrees to pay a fee to the other for a referral. In order for the referring broker to receive the fee, the prospect must enter into a real estate contract and a real estate brokerage fee must have been paid.

**Short Sale Addendum to Exclusive Right of Sale Listing Agreement (ERSA-1)**

This form should be used in conjunction with the Exclusive Right of Sale Listing Agreement when the seller is in default of loan or lien obligations and the net sale proceeds after payment of customary closings costs are insufficient to pay outstanding mortgage or other liens in full at closing. The purpose of the form is to advise seller of her/his obligations in the short sale.

**Showing Agreement (SA-3x)**

This form may be used to create a buyer's commission agreement based on a one-time showing of property.

**Vacant Land Listing Agreement (VLLA-3)**

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell vacant land.

**MARS Forms****MARS Consumer Specific Commercial Communication Disclosure (MARS-CSCCD-1)**

This form is not required. If you use this form, it should be used at a listing presentation before any negotiations for a short sale listing agreement take place. For guidance on filling out the form and where and how to use the disclosure in other forms of communication, please see "Instructions for Consumer Specific Commercial Communication" on Florida Realtors' MARS Info Center.

**MARS Short Sale Agreement Disclosure (MARS-SSAD-1)**

This form is not required. If you use this form, it should be attached to the short sale lender's offer before the offer is presented to the seller. For guidance on filling out the form or creating your own form, please see "Instructions for Short Sale Agreement Disclosure" on Florida Realtors' MARS Info Center.

**Disclosures****Buyer's Disclosure Statement (BDS-1x)**

This form is designed to assist the seller in evaluating the buyer's ability to purchase the property.

**Complying with the Lead-Based Paint Law: Licensee Notice to Seller/Landlord (LBPL-1x)**

This form contains a description of the duties of sellers and landlords under the federal Lead-Based Paint Law and regulations.

**Flood Insurance Notice (FIN-2)**

This form contains a disclosure statement about flood insurance rate increases and a recommendation to the buyer to obtain flood insurance rate information.

**Home Inspection Disclosure (HID-2)**

This form contains a recommendation to the buyer to obtain a survey, appraisal, and a home inspection. It also details the scope of the home inspection and contains a release of liability if buyer elects not to perform a home inspection.

**Lead-Based Paint Warning Statement (LBPS-2x)**

This form contains the language HUD requires to be in sales contracts for properties built before 1978. The buyer must sign this form on or before the date he/she signs the sales contract.

**Lead-Based Paint Warning Statement for Rental Housing (LBPR-1x)**

This form contains the federally mandated language for leases of property built before 1978. There are some circumstances where this form is not required to be given.

**Seller's Property Disclosure – Condominium (SPDC-1)**

This form allows the seller of a condominium to disclose facts relating to the condition of the condominium property and to disclose defects or facts that materially affect the value of the property which are not readily observable by or known to the buyer. It also allows the seller to disclose known facts regarding alterations to the common elements, condominium fees, and other issues related to the condominium. Though this disclosure is not required to be given in writing, this form aids the seller in disclosing latent facts that materially affect the value of the property. It should be used instead of the Seller's Property Disclosure – Residential form.

**Seller's Property Disclosure - Residential (SPDR-2)**

This form may be used by the seller to disclose facts relating to the condition of the property and to disclose defects or facts that materially affect the value of the property but which are not readily observable by or known to the buyer. Though this disclosure is not required to be given in writing, this form aids the seller in disclosing latent facts that materially affect the value of the property.

**Sexual Offender Disclosure (SOD-2)**

This form may be used to provide information to a buyer regarding FDLE's sexual offender website and phone number.

**Sinkhole Disclosure (SD-1)**

This form contains the disclosure required by law regarding whether the seller has knowledge of sinkhole problems or related insurance claims.

**Vacant Land Disclosure Statement (VLDS-1)**

This form allows the seller to disclose facts relating to the vacant land and to disclose defects or facts that materially affect the value of the property which are not readily observable by or known to the buyer. It should be used instead of the Seller's Property Disclosure – Residential form.

**Office Management Forms****FREC Audit Checklist (FAC-1)**

This is a list of items a FREC investigator seeks in an office audit.

**Independent Contractor Agreement between Broker and Associate (ICA-6)**

This form may be used to define the rights and obligations between a broker and a sales/broker associate.

**Transaction Record (TR-1)**

Input pertinent data and contact information on this optional form.



## **Property Management Forms**

### **Exclusive Property Management Agreement (EPM-6)**

This is a form in which a property owner authorizes a real estate licensee to manage the owner's property. This form should be used in conjunction with the Exclusive Right to Lease Agreement when the property manager wants to be compensated for procuring a tenant.

### **Notice from Landlord to Tenant – Termination for Failure to Pay Rent (FPR-4)**

This is a 3 day notice approved by the Florida Supreme Court for completion by non-lawyers who assist a landlord in demanding payment for late rent.

### **Notice from Landlord to Tenant – Notice of Noncompliance for Matters other than Failure to Pay Rent (TNC-4x)**

This is a 7 day notice to the tenant to remedy a noncompliance with F.S. 83.52, material provisions of the rental agreement, or reasonable rules and regulations. The form was approved by the Florida Supreme Court for use by non-lawyers.

### **Notice from Tenant to Landlord – Termination for Failure of Landlord to Maintain Premises as Required by Florida Statute 83.51(1) or Material Provisions of the Rental Agreement (TFMP-4)**

The Florida Supreme Court approved this form for use by non-lawyers who assist tenants who wish to terminate a lease if the landlord fails, within seven days after the notice is sent, to comply with maintenance requirements of the lease agreement or F.S. 83.51(1).

### **Notice from Tenant to Landlord – Withholding Rent for Failure of Landlord to Maintain Premises as Required by Florida Statute 83.51(1) or Material Provisions of the Rental Agreement (WFMP-5)**

The Florida Supreme Court approved this form for use by non-lawyers assisting tenants who wish to withhold rent from a landlord who fails, within 7 days after notice is sent, to comply with maintenance requirements of the lease agreement or F.S. 83.51(1).

### **Notice of Intention to Impose Claim on Security Deposit (CSD-5x)**

This notice, required by F.S. 83.49(3), informs tenant of landlord's intention to impose a claim on the tenant's security deposit.

### **Notice of Right to Reclaim Abandoned Property (NRAP-3)**

This form contains statutory notices to be given when property is abandoned by a tenant. This form contains both the notice to former tenants and the notice to property owners other than former tenants and instructions for delivery.

## **Miscellaneous**

### **Authorization to Release TILA-RESPA Integrated Disclosures (TRID-1)**

This form may be used by agents with either a buyer or seller so that the brokerage can obtain closing disclosures and other settlement statements in relation to the sale of the property that the brokerage is transacting.

### **Buyer's Request for Repairs and/or Remedies (BRR-1)**

This form may be used by the buyer for requesting repairs in accordance with the seller's repair limit in a contract. This form is designed to complement the standard Florida Realtors/FloridaBar and CRSP contracts, not the ASIS Florida Realtors/FloridaBar contract.

### **Buyer's Walk-Through Inspection/Reinspection (BWTIR-1)**

This form may be used by the buyer when conducting the walk-through inspection/reinspection before closing. It should not be used for the home inspection. This form is designed to complement both of the Florida Realtors/FloridaBar contracts and the CRSP contract.

**Coastal Construction Control Line Affidavit (CCCLA-2)**

This form may be used when the property is partially or totally seaward of the coastal construction control line and the buyer does not waive his/her legal right to receive an affidavit or survey delineating the coastal construction control line.

**CRSP Manual**

Preparation manual for Contract for Residential Sale and Purchase

**DBPR Condominium Q&A sheet****DBPR Cooperative Q&A sheet****DBPR FL Condo Governance Form****Energy Efficiency Brochure****ERS Manual**

Preparation manual

**Form Notice and Disclosure (FND-1)**

This form is for optional use by agents in the event that the contract form being used in the transaction is one the agent does not use in the regular course of business, i.e. a party's attorney has drafted it or the form is coming from a REO lender. It provides that the party may want to seek appropriate legal, tax or other professional advice before moving forward in the transaction.

**Lead Info Pamphlet****Multiple Offer Disclosure to Seller (MODS-1)**

This form may be used to inform the seller(s) of potential options in the event the seller(s) receives more than one offer on the property. This form could be given to the seller(s) at the time the listing is taken or at the time the seller(s) has actually received multiple offers.

**Notice of Multiple Offers to Buyers (NMOB-1)**

This form may be used in the event the seller(s) in a transaction has received multiple offers on a property and would like the buyer(s) to submit his/her "highest and best" offer by a certain deadline.

**Notice to Association (NTA-2)**

This form provides notice to the association's governing body that the licensee is authorized to receive the indicated information on behalf of the property owner/shareholder.

**Proposed Terms Sheet (PTS-1)**

This form is a worksheet and may be used to record most of the essential information needed to fill in the blanks of a standard, residential contract form.

**Receipt of Condominium/Cooperative Documents (RCD-6)**

This form may be signed by a buyer to acknowledge that the buyer received the condominium or cooperative documents.

**Release and Cancellation of Contract for Sale and Purchase (RC-3x)**

This form may be used when a seller and buyer agree to cancel a sale contract or when a contingency fails and the contract automatically terminates. This form also releases the buyer, seller, and brokers from further liability.