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**Trend RE LLC - Addendum, Brokerage Representation Disclosure & Respa Affiliated Business Disclosure**

**Agent Service Provided Referral Disclosure**

Experienced Realtors may have service providers they work with and often refer them to Buyers & Sellers. These service providers are entering into this agreement with the buyer or seller directly and not the Realtor or Brokerage firm. We recommend that the buyers and sellers get several estimates for each service to be performed. Trend RE LLC its members and associates are not liable for work performed by any service providers. Trend RE LLC may recommend but does not require the use of any service providers, and consumers may utilize any service provider they choose.

**RESPA Affiliated Business Disclosure**

Trend RE, LLC has ownership and financial interest in Preferred Settlement Services of Florida, LLC. Compensation is limited to a return on ownership interest. Consumers are not required to use these services. If buyers and sellers prefer to use services of another firm, they are free to use any firm they would like. Buyers and Sellers are have notified their respective agents of any service providers they would like to engage and hold harmless Trend RE LC, its members and licensees from any and all issues.

**Brokerage Representation, File Review Compliance and Transaction Management Fee**

Buyers are hereby engaged in representation with Trend RE LLC and its associates in a brokerage capacity and hereby agree to compensate Trend RE LLC a minimum of 3% of the transaction at the time of closing for all transactions. Sellers engaged in representation with Trend RE LLC will refer to the executed Listing Agreement for terms and commission rates. A $549 Consumer Compliance Brokerage Transaction fee to Trend RE LLC will be paid at the time of closing. Agents, members and associates have notified buyers and sellers of the costs of professional representation. All commissions and fees are set and have been discussed and disclosed and are satisfactory to all parties. Trend RE LLC functions as a transaction broker unless otherwise specified.

**Boat Dock & Building Permits**

The ability to obtain a permit to construct a boat dock or any other building permit is deemed the responsibility of the buyer and or seller. Trend RE LLC advises all buyers and sellers to seek professional advice from a licensed contractor and inspector and appropriate government entities prior to purchasing property. Many sellers make home repairs without the required permits. Trend RE LLC, its members and agents are hereby held harmless and deemed in full disclosure of possible permitting mistakes, errors, oversights or intentional omissions by any and all parties.

**Sexual Offender/Predator Information**

The Public Safety Information Act, Florida Sexual Offender/Sexual Predator Registration and Notification Program established by Florida Statute 775.21 that all sexual offenders and predators names and addresses are public record. Trend RE LLC strongly recommends all buyers and sellers obtain this information before purchasing a home. Call 1-800 FL-PREDATOR (888-357-7332) or refer to FDLE Website at http://www.fdle.state.fl.us for necessary information.

**Condominiums as Investment Property**

The Florida Supreme Court has ruled that Condominium owners, by the rights entitled in their bylaws, have the power to vote to restrict or ban rental units at their complexes. Restrictions can include an outright ban on renting, minimum periods for a lease and a prohibition on renting during the first year or more of ownership. Neither Trend RE LLC nor its agents make any claims as to any Condominium’s current or future rental capability. Please contact the Condominium Association directly to ascertain their position regarding rental units in their complex.

**Pinhole Leaks & Plumbing Systems**

Pinhole leaks in copper plumbing affect property owners throughout the United States. To date, no definitive reason has been determined for the cause of the leaks, although it seems to affect some communities more than others. Some homeowner associations have a website where you may be able to obtain more information if any homes in that community have experienced pinhole leaks. We recommend you contact the Board of Directors for relevant information. Obviously, not all past plumbing repairs are the result of pinhole leaks and only a professional can make such a determination. We recommend that you seek professional advice from a licensed plumber or other appropriate professional. It is our understanding that the Federal Warranty Corporation may provide limited coverage for possible pinhole leaks in copper piping throughout Florida. To get more information contact the Federal Warranty Corporation direct at 1-866-782-9162. This information is being provided to assist you in making an informed decision in the purchase of residential real estate. This Notice is not intended to serve as a warranty on any statement included herein. Older homes have older pipes. Trend RE LLC, its members and associates are not able to see the condition of plumbing systems, nor are they licensed home inspectors or licensed plumbers. Many Licensed home inspectors are not qualified to comment on plumbing systems. Trend RE LLC, its members and associates highly recommend having a licensed plumber scope all underground plumbing systems and conduct a thorough plumbing system review/inspection. Older homes with corroded pipes are common in Florida. Trend RE LLC, its members and associates are hereby held harmless with respect to the property and conditions of plumbing systems.

**Home Inspection Disclosure**

It is your responsibility to be an informed buyer/seller. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or you may follow the time frame allowed in your sales contract for performing the necessary Inspections. Trend RE LLC its members and associates are held harmless from any and all issues with respect to property conditions.

**Square Footage Disclosure**

Trend RE LLC advises all buyers/sellers that square footage information conveyed from Trend RE LLC agents, sellers and other agents may be incorrect or inaccurate. Trend RE LLC its members and associates make no guarantees or warranties regarding square footage of any real estate. Measurements can vary greatly and should be verified by the buyer and seller of any property. It is the obligation of buyer and/or seller to measure themselves and or hire a professional to verify the square footage. All buyers and sellers hereby agree to hold Trend RE LLC its members and associates harmless with regard to any and all square footage estimates or quotes throughout any and all rooms, homes, condos or any real estate transacted. Buyer and seller understands that any square footage, boundaries, and/or measurements used in marketing the property are understood to be estimates and are not to be relied upon by the Buyer or Seller to determine the value of property. Buyer and seller have personally observed the property as to the adequacy and acceptability for the intended use based upon such personal inspections. Trend RE LLC does not warranty the accuracy of Multiple Listing Service information, or that of any public records. Buyer has the right to professional inspections of the property at Buyer's expense. Buyer and seller assume all obligations associated with square footage measurements. Buyers agree to have inspections done as agreed upon in the sale contract. Buyer must deliver findings to the seller as set forth in the sale contract inspection period. Based on the findings of the inspection, Seller is subject to standards for Real Estate Transactions as outlined on the Contract for Sale and Purchase, unless otherwise noted on a separate addendum.

**Property Condition Disclosure**

Trend RE LLC, its members and associates have typically not conducted a home inspection, mold inspection, lead based paint, asbestos inspection, radon inspection or any other environmental inspections at time of representation. Trend RE LLC its members and associates have limited knowledge regarding the home. Typically Trend RE LLC its members and associates have not spent significant time in the home, nor have they lived there. Trend RE LLC, its members and associates can not see behind the walls or under floors. Older and existing homes require maintenance and are imperfect in nature. Please always get a home inspection and understand Trend RE LLC and members/agents are not licensed contractors, inspectors or engineers. Please note acceptance of addendum deems Trend RE LLC, its members and associates held harmless for any future or current issues with the home. Please consult a licensed property inspector prior to purchase. Trend RE LLC, its members and associates have no knowledge of permitting status of any repairs to the Property. Trend RE LLC is not in a position to know if a permit was obtained for any repairs or if a permit was required for any repairs. All buyers should refer to public records, their own inspector's report, the seller's disclosure and the corresponding governmental agency for information about repairs and permits.

**Roof Inspection Disclosure**

Trend RE LLC, its members and associates advise all buyers/sellers to obtain a professional roof inspection of the subject property within the inspection period. Trend RE LLC, its members and associates can only rely on the representations of the seller as to the condition, age, and watertight security of any roof. FHA Inspectors, VA Inspectors and Professional Home Inspectors may not be qualified to advise about the future economic lifespan of a roof. Any dispute or negotiation resulting from a roof problem will be the sole responsibility of the buyer/seller.

**Mold and Mildew Inspection Disclosure**

Trend RE LLC, its members and associates advise all buyers who are purchasing property, who may have concerns about mold/mildew in that property to have the appropriate inspections and/or treatment completed prior to closing. Trend RE LLC agents can only rely on the representations of the seller concerning this matter. Trend RE LLC, it’s members and associates are held harmless with regard to all issues concerning mold and mildew.

**Economic Forecast Disclosure**

Trend RE LLC, its members and associates advise all buyers who are purchasing property, and sellers who are selling, to consider carefully the potential financial losses from any transaction. Trend RE LLC, its members and associates do not have the ability to predict market performance. Trend RE LLC, its members and associates are held harmless with regard to market performance. It’s the opinion of Trend RE LLC, its members and associates that the market can swing wildly and crash or surge at any time without warning. Economic loss or gain is a function of forces far beyond the reach or control of Trend RE LLC, its members and associates. Please proceed with any transaction with caution. Trend RE LLC its members and associates are hereby held harmless of any potential economic loss associated with this or any other real estate transaction.

**Flood Insurance Disclosure Statement**

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program (NFIP) provides for the availability of flood insurance, but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to recent amendments to federal law governing the NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums paid for flood insurance on this property previously, as an indication of the premiums that will apply after you complete your purchase. In considering your purchase of this property, you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

**Lead Based Paint Disclosure**

Buyers and Sellers have received a copy of the “Lead Based Paint Pamphlet/Disclosure” and all issues regarding Lead Based Paint disclosure have been satisfied. URL: https://www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards

**Water Level Disclosure**

Buyer/Seller hereby indemnifies and holds harmless Tred RE LLC, its members and associates with regard to any water level estimates and or disclosures. Water levels vary from season to season and randomly throughout time. Trend RE LLC, its members and associates are incapable of determining water depths as it pertains to any and all bodies of water. Trend RE LLC, its members and associates are held harmless with regard to water level estimates.

**Wire Disclosure // Financial Disclosure**

Buyers and Sellers are instructed to work directly with Title company/closing company with regard to any transfer of funds, wiring of funds, disclosure of financial information, etc. Trend RE LLC, its members and associates are held harmless with regard to all financial information disbursed, communicated or electronically or otherwise disseminated. Buyer and seller are instructed in no uncertain terms to keep any and all financial information private. Convey information only after consulting an attorney.

**Tax Disclosure**

NOTE: A 1992 Florida constitutional amendment caps real estate assessment increases on homesteaded property to the lesser of the rate of inflation or 3% per year. This cap does not apply when properties are sold. Therefore, it is important for you to confirm for yourself an estimate of the future real estate assessment associated with the purchase of this property. In regards to this, it is recommended that you contact the county in which the property is located:

* Charlotte County Property Appraisers (941) 474-3161
* Manatee County Property Appraisers (941) 748-8208
* Sarasota County Property Appraisers (941) 861-8200
* Hillsborough County Property Appraisers (813) 272-6100
* Lee County Property Appraisers (239) 533-6100

Prior year’s assessments bear no relationship to future assessments and should not be relied upon by you for such purposes.

**Price Change & Negotiations**

Any and all price changes have been agreed to by all parties. All Negotiations on behalf of the seller or buyer have been agreed to and are represented by the finalized contract. Trend RE LLC, it’s members and associates have properly represented all parties per contractual obligation. Trend RE LLC, its members and associates are held harmless with regard to any and all communication and price changes.

**MLS Information and Input procedures**

Any and all information input in the MLS (Multiple Listing Services) has been reviewed by all parties to the contract. Verification of any and all information noted in the MLS has been reviewed by buyer/seller and is the sole responsibility of buyer and seller. Trend RE LLC, the members and associates are held harmless from any and all inaccurate information associated with the MLS and the listing.

**HOA / Condo Approval / CDD Fees**

Most HOA and Condo Associations require an application and approval. Please apply in a timely fashion. Community Development District (CDD) fees may apply. It is the sole responsibility of the buyer or seller to verify any and all CDD and HOA Fees and to apply within a timely fashion. Trend RE LLC, its members and associates have advised all parties regarding this process and are held harmless regarding this matter.

**Land Parcel Purchases**

Land parcels in Florida may have protected species abiding on them. Protected species, wetlands and marsh areas may prohibit development of parcels. It is the buyer and seller’s sole liability to conduct a feasibility study with regard to development, use and future potential of any parcel. There are several online resources as well as companies that may provide a feasibility study for a parcel. Utilities may not be available for some land parcels. Buyer and Seller are hereby notified that all due diligence and fact finding is their sole responsibility. Land use, the ability to construct or develop land are not guaranteed. There may be restrictions regarding the use of a land parcel. Trend RE LLC, the members and associates are held harmless with regard to the feasibility, zoning and functionality of future use of any land parcel.

**Appliances**

Many home appliances can be negotiated in conjunction with the sale of any home. Please review diligently with your licensed agent and reflect your wishes with regard to contract negotiation on your contract. Any and all disagreements between buyer and seller are the sole responsibility of the parties to the contract. Trend RE LLC, the members and associates are held harmless with regard to conveyance of appliances.

**Agent Interest**

Many licensees convey property in the state of Florida. Some inactive and active licensees may intentionally or unintentionally fail to disclose their licensure. A complete list of Florida licensees is available at <http://www.myfloridalicense.com/dbpr/>. Buyer and seller agree that it is their sole responsibility to verify licensure of all parties to the contract. Trend RE LLC, its members and associates are held harmless with regard to licensee disclosure.

**Final Walk Throughs**

Buyer and Seller agree to convey property in the condition it was represented at time of contract. Many buyers may choose to conduct a final walk through, however this is not a requirement. Final walk throughs are highly recommended as a means to verify the condition of the home. Buyer and seller take sole responsibility with regard to maintaining and conveying the property in the proper condition. Trend RE LLC, its members and associates are held harmless with regard to the condition of the home.

**Survey**

Buyer and Seller agree to convey property with an understanding that lot line disputes and boundary issues are an inherent risk associated with real estate. Buyer and seller take sole responsibility with regard to liability surrounding the parcel and it is expressly noted that Trend RE LLC always recommends the purchase of a survey with the transfer of all real estate. Trend RE LLC, its members and associates are held harmless with regard to any and all survey issues that may arise.

**Verification of Funds & Mortgage Approvals**

Trend RE LLC, its members and associates advise all parties to conduct due diligence with regard to their transactions. Mortgage pre-approvals, approvals and pre-qualifications may not be accurate. Buyer and seller are advised to conduct their due diligence with regard to the financial ability of the parties to the contract. Obtaining a verification of funds or mortgage approval is recommended. Trend RE LLC, its members and associates are held harmless with regard to this matter.

**Sellers Disclosures**

Trend RE LLC, its members and associates hereby notify all parties that the State of Florida requires proper disclosure of all known material defects regarding real property. Buyer and Seller are hereby notified of this fact. A Seller Disclosure form or document may not be provided or available, although proper disclosure of material defects and condition of property is always required. Trend RE LLC, its members and associates always recommend that buyers request a seller’s disclosures from sellers, and sellers provide disclosures to buyers. Trend RE LLC, its members and associates are held harmless regarding property disclosure.

**Conveyance of Personal Property**

Trend RE LLC, its members and associates hereby notify all parties that the State of Florida requires proper disclosure of conveyance of personal property between parties. Sales taxes and other applicable taxes may be due as a result of conveying personal property. All personal property is to convey via bill of sale outside of the real estate particular to this transaction. Trend RE LLC, its members and associates are held harmless pertaining to the conveyance of personal property and any liabilities associated with such sales.

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Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_