

## **CLOSING INSTRUCTIONS, TERMS AND CONDITIONS**

I/We hereby appoint **PRONTO TITLES, LLC** ("Agency") to represent me in this transaction, acting as settlement agent, for the purpose of performing a title and name search, issuing an owners Title Insurance Policy and Lender's Title Insurance Policy (if applicable), in connection with the purchase, sale or refinance of the above property.

## I AM BEING INFORMED THAT:

- If HOA or Condo approval is required, Buyer is responsible for obtaining such approval and provide the original document to our
  office before the closing date.
- For financed transactions, Lender information and Lender Title Requests must be provided in order to start title work.
- The Lender documents must be in our possession at least **24 hours prior** to the closing date. Please note that otherwise, the closing will be scheduled for the next business day.
- All cash to close funds required from the buyer and/or lender must be wired to the Agency escrow account **before closing.**
- For same day funding, closing must be finalized **before 2PM EST**. After such time file will be funded the next business day.
- For everyone's protection, the Agency will not fund until all the original documents, signed by all parties are in our office, all funds are received, and the Lender authorizes in writing the release of funds (no exceptions)
- Due to health safety, all closings will be performed via Mobile Notary, RON or Mail Away.

## **FEE DUE IRRESPECTIVE OF CLOSING:**

I/We acknowledge that **PRONTO TITLES, LLC** will expend considerable time in providing closing services which may result in incurred costs. These include:

- Title search and examination it in order to ensure that the title is clear and/or what stipulations are required to clear title.
- Lien search to confirm that there are no liens, building violation(s), code enforcement violation(s), water bill and/or water lien(s) attached to the subject property.
- **Land survey** to stipulate the boundaries of the subject property and/or to confirm there are no encroachments which may affect the property value
- **Estoppel letter**(s) for each condominium/homeowner's association ("HOA") to confirm all dues are paid current and that there are no pending HOA special assessment(s).

## **PLEASE NOTE:**

Pursuant to Fla. Stat. Sec. 626.9541 and Rule 69B-186.010, Fla. Admin. Code, a buyer/borrower or seller MUST reimburse any charges for services due from the buyer/borrower or seller in accordance with the terms of the AS IS Purchase and Sale Contract. These services are ordered from third-party vendors, and the Agency will incur charges on behalf of the buyer(s), borrower(s) or seller(s). These costs are typically paid at closing by the parties pursuant to the terms of the AS IS Purchase and Sale Contract. If the transaction fails to close for any reason whatsoever, I/We understand that the Agency is entitled to collect all costs incurred irrespective of whether the transaction closes, including a cancellation fee of \$395 due and payable to Pronto Titles LLC. I/We hereby authorize the Agency to apply any portion, or all monies received on my behalf by the Agency, including those held in escrow towards the payment of any monies owed to the Agency for third parties in connection with this transaction, for services rendered. I/We hereby acknowledge and authorize for all invoices to be delivered to me via email at the email address provided by me.

BY CKECKING THE (ACCEPT) BOX I AFFIRM THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE ABOVE TERMS AND CONDITIONS