



CLOSING INSTRUCTIONS, TERMS, AND CONDITIONS

I/We appoint PRONTO TITLES LLC ("Agency") as the settlement agent for this transaction. The Agency is authorized to conduct a title and name search, issue an Owner's Title Insurance Policy, and, if applicable, a Lender's Title Insurance Policy in connection with the purchase, sale, or refinance of the referenced property.

IMPORTANT INFORMATION:

- If HOA or condominium approval is required, the BUYER is responsible for obtaining approval and providing the original document to our office before the closing date.
- For financed transactions, lender information and lender title requests must be submitted before title work can begin.
- Lender documents must be received at least 24 hours before the scheduled closing. If not, the closing will be postponed to the next business day.
- All cash-to-close funds from the BUYER and/or lender must be wired to the Agency's escrow account before closing.
- For same-day funding, the closing must be finalized before 2 PM EST. Closings completed after this time will be funded the next business day.
- The Agency will not release funds until all original documents signed by all parties are received, all funds have cleared, and written authorization from the lender (if applicable) is provided. No exceptions.
- For health and safety reasons, all closings will be conducted via Mobile Notary, Remote Online Notarization (RON), or Mail-Away services, unless previously approved by Agency.

FEES DUE REGARDLESS OF CLOSING:

I/We acknowledge that Agency incurs costs in preparing for the closing, which must be reimbursed, regardless of whether the transaction is completed. These include:

- **Title search and examination** to ensure the title is clear and to determine necessary actions for title clearance.
- **Lien search** to confirm there are no outstanding liens, building violations, code enforcement issues, or unpaid water bills associated with the property.
- **Land survey** to define property boundaries and confirm the absence of encroachments that could impact property value.
- **Estoppel letters** from each applicable condominium or homeowner's association (HOA) to verify that all dues are current and that there are no pending special assessments.
- **Cancellation and Deductible Costs:** In the event the transaction is cancelled or fails to close for any reason, Buyer agrees that Agency may deduct from the escrowed funds any actual costs incurred in processing the transaction. These may include, but are not limited to, lien search fees, estoppel fees, municipal search fees, and title commitment fees, and a

\$495 CANCELLATION FEE payable to Agency. Any remaining escrow balance will be refunded or disbursed per the terms of the contract or mutual instructions.

ESCROW DISPUTE CLAUSE – PRONTO TITLES

In case of any dispute over escrow funds, Agency may hold the funds until receiving joint written instructions or a court order. If no resolution is reached **within 10 days from the date the Agency formally requests a response from the parties**, the Agency may file an interpleader and deposit the funds with the court. All reasonable costs, including attorney's fees and filing fees, may be deducted from the escrow funds. Pronto Titles shall not be liable for actions taken in good faith.

LIMITATION OF LIABILITY

Agency shall not be held liable for any delays or losses caused by third-party service providers, municipal agencies, or circumstances beyond its control, provided Agency acted in good faith.

ADDITIONAL TERMS:

BUYER and SELLER must reimburse Agency for any charges due for services from third-parties in accordance with the terms of the AS IS Purchase and Sale Contract.

In a Refinance, borrower must reimburse Agency for any charges due for services from third-parties in accordance to the lender's request to process such loan.

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.

The BUYER expressly authorizes Agency to pay third-party vendors from escrow, regardless of whether these expenses are the SELLER's responsibility.

If payments are made from the BUYER's escrow funds, the BUYER retains the right to demand reimbursement from the SELLER for any payments that are the SELLER's responsibility.

I/We hereby authorize the Agency to apply any or all monies received on my behalf, including those held in escrow, towards the payment of any monies owed to the Agency for third-party services related to this transaction as well as the cancellation fee.

I/We hereby acknowledge and authorize that all invoices will be delivered to me via email at the email address provided by me.

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