



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 the approval and submitting the original document to our office prior to the closing date.
- For financed transactions, lender information and title requests must be submitted before title work can begin.
- Lender documents must be received at least 24 hours prior to 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 prior to closing.
- For same-day funding, closing must be finalized by **2:00 PM EST**. Closings completed after this time will be funded on the next business day.
- The Agency will not release funds until all original documents are received, all funds have cleared, and—if applicable—written authorization from the lender is provided. No exceptions.
- **Remote and Mobile Closings:** If the **Buyer** or **Seller** chooses to utilize a Mobile Notary, Remote Online Notarization (RON), or Mail-Away service, they agree to reimburse the Agency for any related costs incurred on their behalf.

FEES DUE REGARDLESS OF CLOSING:

I/We acknowledge that the Agency incurs certain costs in preparation for closing, which must be reimbursed regardless of whether the transaction closes. These may include:

- **Title search and examination** to confirm marketable title and determine required curative actions.
- **Lien search** to verify no outstanding liens, code violations, or unpaid utilities exist.
- **Land survey** to confirm boundary lines and ensure no encroachments.
- **Estoppel letters** from applicable HOAs or condominium associations to confirm dues status and pending assessments.

CANCELLATION AND DEDUCTIBLE COSTS:

If the transaction is cancelled or fails to close for any reason, **Buyer** and **Seller** agree to reimburse the Agency for the expenses each is responsible for under the terms of the contract, within **three (3) calendar days** of receiving notice of cancellation.

If the **Seller** fails to do so, the **Buyer hereby authorizes** the Agency to deduct from escrowed funds any actual costs incurred, **including those that are the responsibility of the Seller**. These may

include, but are not limited to, lien search fees, estoppel fees, municipal search fees, survey fees, title commitment fees, and a **\$495 cancellation fee** payable to the Agency.

The **Buyer** retains the right to seek reimbursement directly from the **Seller** for any amount paid that were the **Seller's** contractual responsibility. If payment is not made within three (3) calendar days of cancellation, the **Buyer** may pursue legal action or any available remedies to recover the amounts.

Upon receipt of a fully executed **Release and Cancellation**, any remaining escrow funds will be refunded or disbursed in accordance with the contract or mutual written instructions, **within seven (7) calendar days**.

ESCROW DISPUTE CLAUSE:

In the event of a dispute over escrow funds, the Agency may hold the funds until it receives either a fully executed Release and Cancellation, mutually agreed written instructions, or a court order. If no resolution is reached within **ten (10) calendar days** of the Agency's written request for a response including a failure by either party to respond, the Agency may file an interpleader action and deposit the **remaining funds** with the court **after deducting all reasonable costs and expenses**, including but not limited to attorney's fees, court filing fees, Agency cancellation fee and any outstanding third-party service fees incurred in connection with the transaction. The Agency shall not be held liable for any 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 events beyond its control, provided Agency acted in good faith.

ADDITIONAL TERMS:

- **Buyer** and **Seller** agree to reimburse the Agency for all third-party service costs in accordance with the **AS IS Residential Contract for Sale and Purchase**.
- In a **refinance**, the borrower must reimburse the Agency for third-party service charges incurred to process the loan as requested by the lender.
- These services are ordered from outside vendors, and the Agency incurs costs on behalf of the **Buyer(s)**, **Borrower(s)**, or **Seller(s)**. These amounts are typically paid at closing according to the terms of the contract.
- The **Buyer expressly authorizes** the Agency to pay third-party vendors directly from escrow, even if those charges are ultimately the **Seller's** responsibility.
- If funds are paid from the **Buyer's** escrowed amount for services contractually owed by the **Seller**, the **Buyer** retains the right to seek reimbursement from the **Seller**.

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.