

THE COMPLETE ORLANDO HOME SELLER'S GUIDE

2026 EDITION

How to Prepare, Price, Market, Negotiate & Close Your Florida Home Sale

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Serving Orlando and Southwest Orlando communities

Windermere • Winter Garden • Horizon West • Clermont • Dr. Phillips

Educational guide - not individualized legal, tax, lending, insurance, or financial advice



Welcome: A Smarter Way to Sell in Orlando

Selling a home is not simply a marketing event. It is a pricing decision, a negotiation, a contract, a title transfer and, for many owners, one of the largest financial transactions they will ever complete. This guide is designed to help Orlando-area homeowners understand the entire process before they sign a listing agreement or accept an offer.

The Orlando market is not one market. A lakefront home in Windermere, a newer home in Horizon West, a golf-course property in Dr. Phillips, a historic-area home near downtown Winter Garden and a hillside home in Clermont can attract different buyers and require different pricing and marketing strategies. The goal is to position your property for the buyers most likely to value it.

As both a Realtor and real estate attorney, I approach a sale from two directions: how to create demand for the property and how to protect the transaction once a buyer is found. The best sale is not necessarily the one with the highest list price or even the highest initial offer. It is the sale that produces a strong net result with manageable risk and a realistic path to closing.

ATTORNEY'S PERSPECTIVE: This guide is educational and general in nature. Real estate, legal and tax issues depend on the facts of the particular transaction. Obtain individualized advice when your circumstances

Table of Contents

Use this guide from beginning to end, or jump directly to the stage of the selling process that matters most to you.

Part	Topics
1. Strategy	Market, timing, goals, valuation, pricing
2. Preparation	Repairs, curb appeal, staging, photography, showings
3. Marketing	MLS, digital exposure, video, open houses, launch
4. Legal & Contract	Listing agreements, disclosure, HOA/condo, title, FAR/ BAR concepts
5. Offers	Offer comparison, financing, inspection, appraisal, repairs
6. Closing	Costs, title insurance, final walk-through, closing day, net proceeds
7. Special Situations	FIRPTA, probate, divorce, tenants, absentee owners
8. Action Plan	30-day plan, interview questions, checklists, next steps

Part 1 - Strategy

Start With the End in Mind

Define the result before choosing the tactics.

Before discussing price, photography or showings, decide what a successful sale looks like. Some sellers want the highest possible price and have flexibility on timing. Others need certainty because they are buying another home, relocating for work, settling an estate or trying to close before a specific date. Those priorities can lead to different strategies.

Write down your ideal closing date, minimum acceptable net proceeds, tolerance for repairs, ability to carry the home for several months and whether you need a post-closing occupancy arrangement. A clear objective helps you evaluate offers based on the whole package rather than reacting to one number.

Also identify your “friction points.” Do you have pets that complicate showings? A tenant? An aging roof? An HOA approval issue? An open permit? The earlier these are identified, the more options you usually have.

- Target closing date
- Minimum net proceeds
- Moving plan
- Repair budget
- Showing restrictions

ATTORNEY'S PERSPECTIVE: A seller who knows the desired outcome can negotiate contract terms intentionally instead of discovering late in the process that the contract does not fit the seller's real-world

Understanding the Orlando Market

Local conditions matter more than national headlines.

National housing stories can be useful context, but buyers do not purchase “the U.S. market.” They purchase a specific property in a specific neighborhood at a specific price. Your competitive set is usually much smaller than the metro area.

For an Orlando-area seller, the most useful questions include: How many comparable homes are currently for sale? How quickly are properly priced homes going under contract? How many listings have reduced their price? What concessions are buyers requesting? How much new construction is competing for the same buyer?

New construction is particularly important in growth corridors. Builders can offer rate buydowns, closing-cost incentives and upgrades that a resale seller cannot always match dollar-for-dollar. Resale homes can compete through location, lot, maturity of the community, upgrades, certainty of completion and compelling pricing.

ATTORNEY'S PERSPECTIVE: A market can favor buyers overall while a particular home still receives strong demand. Property-specific positioning is more useful than relying on a broad label such as “buyer’s market” or “seller’s market.”



Micro-Markets: Windermere to Clermont

Orlando neighborhoods do not move in lockstep.

Windermere often attracts buyers focused on lakes, privacy, luxury communities, established neighborhoods and proximity to major employment and entertainment areas. Winter Garden combines an active historic downtown with newer master-planned communities. Horizon West has substantial newer housing and can compete directly with builders. Dr. Phillips offers established neighborhoods, Restaurant Row access and central convenience. Clermont appeals to buyers who value newer homes, rolling terrain, lakes and access to western Orange County.

These differences affect photography, copy, advertising, comparable sales and even the order in which features should be presented. A generic “4-bedroom Orlando home” campaign leaves value on the table when the property has a location-specific story.

Your pricing analysis should therefore start with the closest true substitutes for your home and expand outward only when necessary.

ATTORNEY'S PERSPECTIVE: Comparable sales are evidence, not automatic answers. Adjustments for condition, lot, view, renovation quality, pool, age, community amenities and builder competition require



When Is the Best Time to Sell?

Timing is a financial and personal decision.

Orlando has year-round transaction activity, but buyer behavior changes with school calendars, holidays, interest rates, tourism patterns, inventory and relocation cycles. Spring can bring more buyers, but it can also bring more competing listings. A quieter period may have fewer buyers but less competition.

The right timing also depends on the condition of your home. Waiting three weeks to complete high-impact repairs and professional preparation may produce a better result than rushing to market. Conversely, delaying for months to complete low-return projects can be counterproductive.

If you are buying another property, timing becomes a two-transaction problem. Discuss whether you will sell first, buy first, use a home-sale contingency, request post-closing occupancy or arrange temporary housing.

ATTORNEY'S PERSPECTIVE: Do not select a closing date casually when another purchase, lease termination, moving company or school transition depends on it. Contract dates can have legal and financial



What Is Your Home Really Worth?

Value is a range supported by evidence—not a website estimate.

A strong pricing analysis uses recent comparable sales, current competition, pending activity when available, condition, upgrades, lot characteristics, location and buyer alternatives. Automated estimates can be a starting point, but they may not know that your kitchen was renovated, your roof is older, your lot backs to conservation or the “similar” home two streets away was substantially updated.

Three numbers matter: likely market value, recommended list price and probable net proceeds. They are related but not identical. A strategic list price may be designed to maximize exposure within a search bracket, while market value reflects the likely range a buyer will support.

The most important valuation question is not “What did I pay?” or “What do I need?” It is “What alternatives can a buyer purchase today for the same money?”

ATTORNEY'S PERSPECTIVE: Appraisers and buyers may analyze the same property differently. The contract price still needs a credible path through appraisal when the buyer's financing depends on one.

Go to HomeValuesOrlando.com for a free personal home valuation - not computer generated.

CMA vs. Online Estimates

A comparative market analysis adds context that algorithms may miss.

A Comparative Market Analysis, or CMA, compares your property with recent sales and active competition. The quality of a CMA depends on the quality of the comparable properties selected and the reasoning behind the adjustments.

A useful CMA should explain why each comparable matters, not simply print a list of sales. It should separate homes that are truly competitive from those that only look similar on paper. It should also show active listings because those properties are competing with you for the next buyer.

Online estimates are convenient, but they should not replace a property-specific analysis. They may be especially unreliable when a neighborhood contains a wide range of lot types, renovation levels, waterfront characteristics, custom construction or rapidly changing builder inventory.

ATTORNEY'S PERSPECTIVE: Ask anyone recommending a list price to show the evidence and explain the strategy. A high suggested price is not a benefit if it is unsupported and causes the property to sit.

The Cost of Overpricing

The first weeks on market are valuable.

New listings receive attention because buyers and agents have alerts set for new inventory. If the home enters the market noticeably above competing properties, qualified buyers may skip it rather than negotiate. The result can be fewer showings, longer market time and later price reductions.

Overpricing can also create an appraisal problem even if a buyer eventually agrees to the number. If financing is involved and the appraisal is lower than the contract price, the parties may have to renegotiate, the buyer may bring additional cash, or the transaction may face termination rights depending on the contract.

Pricing correctly does not mean pricing cheaply. It means choosing a number that is defensible, competitive and aligned with the marketing strategy.

- Avoid “testing” a price with no adjustment plan
- Review showing volume after launch
- Compare feedback with competing listings
- Pre-plan price review dates

ATTORNEY'S PERSPECTIVE: A listing price is an asking price, not a legal determination of value. The market response provides new evidence; good sellers use that evidence quickly.

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Strategic Pricing

Price for the search results buyers actually see.

Buyers often search in price bands. A home listed just above a common search ceiling may be invisible to buyers who would otherwise consider it. This is one reason pricing should account for how buyers search, not merely a desired round number.

Aggressive pricing can be useful when the property is highly desirable and the goal is to generate competition, but it is not appropriate in every situation. Aspirational pricing may make sense for a truly unique property, but it requires patience and a clear understanding of the risks.

Your strategy should also consider concessions. A buyer may care more about a closing-cost credit or interest-rate buydown than an equivalent price reduction. The seller should evaluate the net effect rather than focusing only on the headline price.

ATTORNEY'S PERSPECTIVE: Any concession should be documented correctly and evaluated for lender and appraisal implications. The economic effect and the contract language both matter.



Part 2 - Preparation

Preparing the Home

Preparation should remove buyer objections, not chase perfection.

The goal of preparation is to make the property feel cared for, easy to understand and easy to imagine owning. Start with deferred maintenance and obvious defects before spending heavily on cosmetic projects.

Fresh neutral paint, working lights, clean grout, repaired doors, trimmed landscaping and a deep cleaning often provide more practical value than a major renovation immediately before sale. Buyers tend to discount visible problems by more than the actual repair cost because uncertainty makes them nervous.

Create three categories: must fix, should improve and leave alone. The decision should consider cost, buyer expectations at your price point, time to market and whether the issue is likely to arise during inspection.

- Repair active leaks
- Replace burned-out bulbs
- Service obvious malfunctioning items
- Deep clean
- Remove excess personal items

ATTORNEY'S PERSPECTIVE: Known defects can create disclosure issues. "Covering up" a problem is not a preparation strategy. Address the condition or disclose it appropriately.

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Repairs With the Best Return

Spend where buyers notice and where inspections create leverage.

High-return work is usually work that improves first impressions, eliminates uncertainty or prevents a predictable inspection objection. Exterior maintenance, paint touch-ups, HVAC servicing, plumbing leaks and safety issues often fall into this category.

Large renovations are more complicated. A new kitchen may not return its full cost if the existing kitchen is functional, and the seller's design choices may not match the buyer's taste. Before replacing major components, compare the expected price improvement with the cost and delay.

For older roofs, HVAC systems, water heaters or electrical components, obtain information before listing. Knowing age, condition and replacement cost allows you to decide whether to repair, replace, price accordingly or prepare for negotiation.

ATTORNEY'S PERSPECTIVE: Receipts, permits and warranties can become important. Keep records for material work and do not assume that a repair automatically eliminates a disclosure obligation about the

Pre-Listing Inspection

Find problems before the buyer controls the clock.

A pre-listing inspection can identify issues that would otherwise appear after the property is under contract. It may be useful for older homes, properties with deferred maintenance or sellers who want more certainty before accepting an offer.

The advantage is time. Before listing, you can obtain multiple quotes, choose contractors and decide whether to repair or disclose. During a short contractual inspection period, the same issue can become an urgent negotiation.

The tradeoff is that the inspection may reveal conditions you did not previously know about. That information may affect disclosure obligations. Discuss the strategy before ordering an inspection rather than treating it as an automatic step for every property.

ATTORNEY'S PERSPECTIVE: Once you obtain actual knowledge of a material condition, you should not assume you can ignore it simply because the report was “for your information.”



Curb Appeal

The sale begins before the buyer reaches the front door.

Buyers form impressions quickly. Pressure washing, fresh mulch, trimmed landscaping, a clean entry, visible house numbers and a freshly painted front door can improve the arrival experience without a major renovation budget.

In Florida, exterior condition also signals maintenance. Stained roofs, damaged screens, overgrown vegetation, standing water and neglected pool areas can cause buyers to anticipate larger hidden problems.

Walk from the street to the front door as if you were a buyer seeing the home for the first time. Then repeat the exercise at night. Lighting, walkway safety and the appearance of the entry after dark matter for evening showings.

ATTORNEY'S PERSPECTIVE: If exterior work involves an HOA-controlled element, architectural review or permit requirement, verify the rules before making changes.



Staging for Orlando Buyers

Sell the use of the space.

Staging is not simply decorating. It helps buyers understand room size, traffic flow and function. Remove furniture that makes rooms feel smaller, create a clear purpose for ambiguous spaces and highlight the features buyers are likely to value.

For Orlando-area homes, outdoor living often deserves special attention. Clean patios, pools, lanais and summer kitchens. Open blinds to show natural light and views. If the home has a conservation view, lake access or premium lot, make sure furniture placement directs attention to it.

Depersonalizing does not require making the home sterile. The objective is to reduce distractions so the buyer remembers the property rather than the seller's belongings.

ATTORNEY'S PERSPECTIVE: Secure medications, firearms, valuables, financial records and sensitive documents before showings. A showing is access by prospective buyers—not a reason to leave private property

Professional Photography

Your first showing usually happens online.

Professional photography is one of the highest-leverage marketing investments because buyers often decide whether to schedule a showing based on the listing presentation. Good photography should be bright, accurate and sequenced to tell the story of the home.

The opening images matter most. Lead with the strongest visual reason to click: exterior architecture, a dramatic kitchen, a lake view, a pool, a great room or another defining feature. Avoid wasting the first positions on secondary rooms.

Photography should be truthful. Wide-angle lenses can help show space, but images should not materially misrepresent room size or condition. The goal is to create interest that survives the in-person showing.

ATTORNEY'S PERSPECTIVE: Marketing should be persuasive without becoming misleading. Material facts should be described accurately, and virtual alterations should be clearly handled so buyers are not deceived.



Video, Drone & Floor Plans

Help remote and relocation buyers understand the property.

Orlando attracts relocation and second-home buyers who may begin their search from outside Florida. Video tours, aerial footage and floor plans can reduce uncertainty and make it easier for a buyer to decide whether the property belongs on a short list.

Drone photography can be particularly useful for lakefront property, acreage, golf-course locations, conservation lots and proximity stories. Floor plans help buyers understand layout in a way that individual room photographs cannot.

The content should answer buyer questions: Where is the primary suite? How does the kitchen connect to the living area? What does the backyard back to? How close are community amenities? Strong marketing converts features into an understandable lifestyle.

ATTORNEY'S PERSPECTIVE: Drone operations and advertising should comply with applicable rules and community restrictions. Obtain appropriate permission before capturing images where privacy or access is an

Part 3 - Marketing

Getting the MLS Launch Right

A listing launch should feel coordinated, not improvised.

Before the property goes active, confirm the price, showing instructions, property facts, exclusions, inclusions, HOA information, room measurements, photography and marketing copy. A listing that goes live with missing photos or incorrect information wastes the “new listing” window.

The first several days should be monitored closely. Track online engagement, showing requests, buyer-agent questions and feedback. If buyers consistently raise the same objection, treat that as market information.

Coordinate social media, email, video and open-house activity around the launch so the property receives concentrated exposure rather than a series of disconnected posts.

ATTORNEY'S PERSPECTIVE: Accuracy matters in MLS data and advertising. Verify material facts rather than relying on memory, prior listings or assumptions.

Digital Marketing That Reaches Buyers

Distribution matters, but message matters more.

Syndication puts a listing on major consumer portals, but exposure alone does not create demand. The presentation must give buyers a reason to choose your property over competing homes.

Digital marketing can include targeted social content, YouTube video, email campaigns, retargeting and neighborhood-specific advertising. For relocation buyers, content about the community can be as important as the house itself.

Effective copy should lead with differentiators rather than a generic list of bedrooms and bathrooms. Explain the premium lot, remodeled kitchen, walkability, school proximity where appropriate, lake access, community amenities or commuting advantage in concrete terms.

ATTORNEY'S PERSPECTIVE: Advertising must comply with fair housing laws. Marketing should describe the property and lawful amenities rather than expressing preferences for particular types of people.

Open Houses

Useful tool, not a complete marketing plan.

Open houses can create convenient access, attract unrepresented buyers and generate neighborhood awareness. They are most effective when the property is well prepared, correctly priced and actively promoted.

An open house should have a purpose: capture feedback, create urgency, answer questions and make it easy for serious buyers to take the next step. It should not substitute for responsive private-showing access.

Sellers should secure valuables and sensitive information. Discuss pet arrangements and whether cameras or recording devices are present. Florida privacy and recording issues can be fact-specific, so avoid assuming that every form of recording is permissible.

ATTORNEY'S PERSPECTIVE: Do not use an open house to make off-the-cuff promises about repairs, personal property or contract terms. Material deal points belong in the written transaction documents.



Showing Strategy

Make it easy for qualified buyers to say yes.

Every additional obstacle to showing can reduce the buyer pool. When possible, provide reasonable access, maintain the home in showing condition and respond quickly to requests.

Before a showing, turn on lights, adjust temperature, open appropriate blinds and remove odors. Leave the property so buyers can speak freely. If you work from home, develop a backup location during high-traffic showing periods.

After showings, feedback is useful but should be interpreted carefully. One buyer's dislike of a paint color is noise; repeated comments about price, condition or layout are data.

ATTORNEY'S PERSPECTIVE: Showing access should be controlled through appropriate systems and instructions. Do not casually distribute lockbox codes or access information.

Part 4 - Legal & Contract

The Listing Agreement

Understand the business relationship before you sign.

The listing agreement establishes the broker's authority, compensation, term, marketing obligations and other important rights and responsibilities. Read the entire agreement and ask questions about provisions you do not understand.

Important topics include the listing period, cancellation provisions, broker compensation, protection periods, authorization to market, handling of offers, property exclusions and the brokerage relationship.

A seller should also understand what services are included. Professional photography, video, staging consultation, open houses, paid advertising and transaction coordination are not automatically identical from one brokerage to another.

ATTORNEY'S PERSPECTIVE: A listing agreement is a contract. Treat promises made outside the written agreement carefully; if a service or obligation is important, make sure the documents accurately reflect the arrangement.

Florida Brokerage Relationships

Know who represents whom and in what capacity.

Florida real estate brokerage relationships have defined legal frameworks. Sellers should understand the relationship being offered and the duties associated with it. The terminology can sound technical, but the practical question is simple: what duties does the brokerage owe you in this transaction?

Ask how confidential information is handled, how offers are presented and what happens if the brokerage is involved with both sides of a transaction under a permitted relationship.

Your comfort with the relationship matters because the listing agent will be involved in pricing, negotiations, inspection issues and the path to closing.

ATTORNEY'S PERSPECTIVE: Do not assume that common real-estate words have the same legal meaning in every state. Florida law and the written disclosures control the brokerage relationship.

Seller Disclosure Obligations

Disclosure is about material facts—not making the home perfect.

Florida sellers can have obligations to disclose known facts that materially affect the value of residential property and are not readily observable to a buyer. The specific facts matter, so disclosure questions should be handled carefully.

Common areas include water intrusion, roof leaks, structural issues, unpermitted work, plumbing problems, electrical problems, sinkhole-related history, boundary disputes and other significant conditions. The safest approach is not to guess whether a problem “counts.” Raise the issue and obtain advice.

Disclosure is different from agreeing to repair. A seller may disclose a condition and still negotiate the property in its present condition, subject to the contract and applicable law.

ATTORNEY'S PERSPECTIVE: Do not conceal, paint over or misstate a known material defect. The short-term temptation to avoid a difficult conversation can create a much larger post-closing dispute.

Seller's Property Disclosure – Residential 

Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law requires a Seller of a home to disclose to the Buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the Buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today, and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by Seller and not by any real estate licensee. This disclosure is not a warranty or guarantee of any kind. It is not a substitute for any inspection, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon Seller's actual knowledge of the Property's condition. Sellers can disclose only what they actually know. Seller may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: _____ (the "Property")

The Property is ☐ Owner occupied ☐ Tenant occupied ☐ Unoccupied (If unoccupied, how long has it been since Seller occupied the Property?) _____

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including roofs, ceilings, walls, doors, windows, foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☐	☐	☐
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☐
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☐	☐	☐
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☐
(e) Are any of the appliances leased? If yes, which ones: _____	☐	☐	☐
(f) If any answer to questions 1(a) – 1(e) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites, other wood-destroying organisms, including fungi, or pests present on the Property or has the Property had any structural damage by them?	☐	☐	☐
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi, or pests?	☐	☐	☐
(c) If any answer to questions 2(a) – 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	☐	☐	☐
(b) Have past or present drainage or flooding problems affected the Property?	☐	☐	☐
(c) Is any of the Property located in a special flood hazard area?	☐	☐	☐
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☐	☐
(e) Does your lender require flood insurance?	☐	☐	☐
(f) Do you have an elevation certificate? If yes, please attach a copy. _____	☐	☐	☐
(g) If any answer to questions 3(a) – 3(f) is yes, please explain: _____			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller _____ and **Buyer** _____ acknowledge receipt of a copy of this page, which is Page 1 of 4 (Printed on: _____)

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Permits, Additions & Unpermitted Work

Paperwork can become a buyer and lender issue.

Room additions, converted garages, pools, electrical work, roofs and structural changes may involve permits. Before listing, determine whether major improvements were properly permitted and whether permits remain open.

Unpermitted work does not automatically make a property unsellable, but it can affect buyer confidence, insurance, appraisal, financing and negotiation. The earlier the issue is identified, the more time there is to investigate solutions.

Keep invoices, plans, permits and contractor information for significant improvements. Documentation helps buyers distinguish a professionally completed renovation from an unknown alteration.

ATTORNEY'S PERSPECTIVE: Do not represent that work was permitted unless you have verified it. Public records can be incomplete, so investigate discrepancies rather than making assumptions.

HOA and Condominium Issues

Association documents can affect the transaction timeline.

If your property is in an HOA or condominium, gather current contact information, assessments, application requirements, approval procedures, transfer fees and relevant governing documents. Buyers may have contractual or statutory rights tied to association disclosures and documents.

Special assessments can materially affect buyer decisions. Do not wait until closing to discover an assessment or unpaid balance. Request an account status early and disclose known issues appropriately.

Also identify restrictions that buyers commonly ask about: leasing, pets, vehicles, architectural changes, short-term rentals and use of amenities.

ATTORNEY'S PERSPECTIVE: Association disclosure and cancellation rights can be technical and time-sensitive. Use current forms and advice appropriate to the property type and transaction.



Title Problems Before Closing

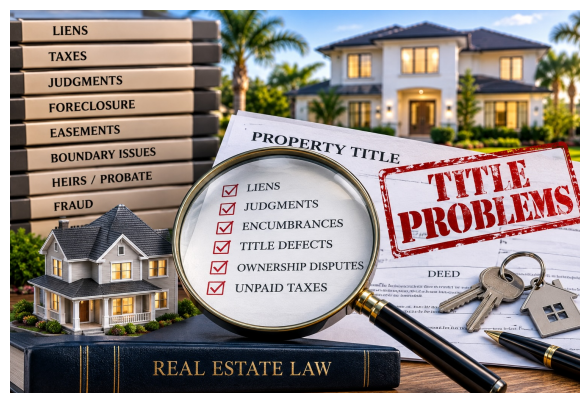
A contract does not erase title defects.

Title work can reveal liens, judgments, unreleased mortgages, probate issues, ownership discrepancies, code enforcement matters or other exceptions. Some are routine to resolve; others require time and legal work.

If you know of a divorce, estate, trust, deceased owner, prior private mortgage, solar financing, boundary dispute or contractor lien, raise it before the closing deadline becomes urgent.

The seller should confirm how title is held and who must sign. A person who believes they can sell a property may discover that another owner, spouse, trustee, personal representative or entity authorization is required.

ATTORNEY'S PERSPECTIVE: Title defects are easier to solve when discovered early. Waiting until the week of closing can turn a manageable legal issue into a delayed or failed transaction.



Solar Panels, PACE & Financing Liens

“Paid off” and “transferable” are not the same thing.

Solar systems can involve owned equipment, leases, power-purchase arrangements or financing. Sellers should locate the agreement and current payoff or transfer information before accepting an offer.

Buyers and lenders may evaluate the obligation differently. A buyer who likes solar may still refuse to assume a particular payment arrangement. The contract should address how the obligation will be handled.

Similarly, property-related financing or assessments can appear in title or tax information. Identify them early so the net proceeds and closing requirements are understood.

ATTORNEY'S PERSPECTIVE: Never promise that a buyer “can just take over” an obligation without verifying the governing agreement and any lender or provider approval requirements.

Understanding the FAR/BAR Contract

The contract is the roadmap from acceptance to closing.

Florida residential transactions commonly use standardized contract forms, but standardized does not mean simple. The contract allocates deadlines, deposits, inspection rights, financing issues, title obligations, closing costs, risk of loss, default remedies and many other matters.

Sellers should understand the version of the contract presented and every addendum. Two offers with the same price can create very different risk depending on financing, inspection, appraisal and cancellation rights.

Pay special attention to dates. Once the contract is effective, deadlines can begin running immediately. Keep a transaction calendar and make sure the parties responsible for each step know the due date.

ATTORNEY'S PERSPECTIVE: A form contract is still a legal contract. Do not rely on a verbal summary when a provision materially affects your rights, money or ability to terminate.

Part 5 - Offers

Receiving an Offer

Price is only the first line of the analysis.

When an offer arrives, evaluate purchase price, deposit, financing, inspection terms, appraisal exposure, requested concessions, personal property, closing date and contingencies. Also consider the buyer's apparent ability to perform.

A strong preapproval is helpful but not a guarantee. Cash offers can reduce financing risk, but proof of funds and the source/timing of funds still matter. A larger deposit can indicate commitment, but the contract determines when and under what circumstances it may be refundable.

Your response can be acceptance, rejection, counteroffer or continued negotiation. Avoid negotiating emotionally. Decide which terms are essential and where you have flexibility.

ATTORNEY'S PERSPECTIVE: A counteroffer can reject the original offer and create a new proposal. Understand the status of the negotiations before assuming you still have the right to accept an earlier version.

Comparing Multiple Offers

Build a net-and-risk comparison.

When several offers arrive, create a side-by-side comparison. Start with estimated net proceeds, then evaluate probability of closing and the cost of the requested terms.

A slightly lower cash offer with a short inspection period and no appraisal contingency may be more attractive than a higher financed offer with large concessions and broad cancellation rights. Conversely, a financed buyer with excellent terms may be stronger than a low cash offer.

Do not disclose competing offer details casually. Your strategy should be deliberate and consistent with your legal and ethical obligations.

ATTORNEY'S PERSPECTIVE: The “best” offer is the one that best matches the seller’s priorities after considering net proceeds, contingencies, timing and enforceability—not necessarily the highest number on page



Financing Contingencies

A financed offer adds a second decision-maker: the lender.

Financing terms affect the likelihood and timing of closing. Review loan type, financing amount, deadlines and any seller contribution requested. FHA, VA, conventional and other loan programs can have different property and appraisal considerations.

A buyer's preapproval should be reviewed in context. How much cash is available? Is the buyer dependent on selling another property? Are closing costs being financed indirectly through concessions? Has the lender reviewed income and assets beyond a preliminary conversation?

Sellers should cooperate with reasonable appraisal access and lender requests while keeping the contract deadlines in view.

ATTORNEY'S PERSPECTIVE: Financing provisions can create cancellation rights. The exact contract language and deadlines matter more than a general statement that the buyer is "preapproved."

87

FINANCING

8. FINANCING:

88 ☐ (a) This is a cash transaction with no financing contingency.

89 * ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
90 * Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe)
91 * mortgage loan for purchase of the Property for a (**CHECK ONE**): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate
92 * in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then
93 * prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years
94 * ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the
95 Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender
96 to provide Financing for Buyer and proceed to Closing ("Appraisal").

97
98 * (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
99 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
100 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
101 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
102 unless Rider V is attached.

103 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
104 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
105 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
106 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

107 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
108 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions

Inspection Periods

Inspection is often the second negotiation.

After contract, buyers commonly inspect the property and may identify issues ranging from minor maintenance to major systems. The seller's rights and obligations depend on the contract used and the negotiated terms.

Before responding to a repair request, separate safety and material issues from preferences and upgrades. Obtain estimates when the amount is uncertain. Sometimes a credit is cleaner than a seller repair; sometimes a repair is necessary for financing or insurance.

Keep the transaction's overall economics in mind. Winning a \$500 argument while jeopardizing a strong contract can be poor strategy, but agreeing to every request without analysis can unnecessarily reduce your net.

ATTORNEY'S PERSPECTIVE: Do not agree casually to vague repair language such as "fix roof" or "repair plumbing." Define the work, standard, contractor requirements and documentation when those details matter.

260 12. PROPERTY INSPECTION; RIGHT TO CANCEL:

261 * (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15)
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
274 repairs and improvements required by Buyer's lender.

Insurance and the Florida Home

Insurability can affect the buyer's financing.

Florida buyers often investigate roof age, electrical systems, plumbing, wind mitigation features and prior claims because insurance cost and availability can affect affordability and lender approval.

Sellers can prepare by locating permits and replacement documentation for major systems. If the roof was replaced, know the year and contractor. If wind mitigation improvements were made, locate supporting records.

Insurance questions can arise late if no one anticipates them. A buyer who receives an unexpectedly high premium may attempt to renegotiate or may have difficulty qualifying for the loan.

ATTORNEY'S PERSPECTIVE: Do not make guarantees about a buyer's future insurance eligibility or premium. Provide accurate property information and let licensed insurance professionals address coverage.

The Appraisal

Contract price and appraised value can diverge.

When a buyer uses financing, the lender may require an appraisal. The appraiser evaluates the property using relevant market evidence and lender guidelines. A strong offer does not guarantee an appraisal at the contract price.

Prepare a concise package of relevant upgrades, permits and comparable information. The property should be accessible and show well, but an appraisal is not a second marketing presentation.

If the appraisal is low, possible paths include buyer cash, seller price adjustment, a combination, appraisal review where appropriate, or termination depending on the contract. The seller's leverage depends on the exact terms and market alternatives.

ATTORNEY'S PERSPECTIVE: Do not assume the buyer must automatically pay the difference. Appraisal-related rights are contract-specific.



Negotiating Repairs and Credits

Translate every concession into net dollars and risk.

Buyers may request repairs, price reductions, closing-cost credits or combinations. Evaluate the actual cost to you and whether the requested structure is permitted by the buyer's loan program.

A seller repair gives the seller more control over cost but also creates responsibility for completion. A credit can simplify logistics, but lender limits may apply and the buyer may still need certain conditions corrected before closing.

For major issues, obtain written estimates. Negotiating from evidence is better than negotiating from fear.

ATTORNEY'S PERSPECTIVE: Use written amendments for material changes. A text-message understanding about a repair is not a substitute for properly documenting a contract modification.

Part 6 - Closing

Seller Closing Costs

Know the net before you negotiate.

Seller costs can include brokerage compensation, documentary stamp tax on the deed, title-related charges depending on the contract and local custom, lien/estoppel charges, prorations, mortgage payoff amounts, agreed buyer credits, repairs and other transaction-specific items.

Florida imposes documentary stamp tax on deeds transferring Florida real property. In counties other than Miami-Dade, the state rate is generally \$0.70 per \$100 or portion thereof of consideration. The contract determines which party agrees to bear particular costs even though state law addresses tax liability. Always use a current closing estimate for your transaction.

Request a seller net sheet before listing and update it when offers arrive. The useful number is not the sale price; it is the estimated amount you receive after obligations and costs are paid.

ATTORNEY'S PERSPECTIVE: Closing-cost allocations are negotiable and contract-specific. Use the actual contract and title/closing figures rather than relying on a generic percentage.



Sample Seller Net Sheet

A simple model for comparing offers.

This example is illustrative only. Actual commissions, taxes, title charges, prorations, mortgage payoff and concessions vary. The purpose is to show why sellers should compare net proceeds rather than price alone.

For example, a \$600,000 offer with a \$15,000 buyer credit can produce a lower net than a \$592,000 offer with no credit, depending on the other terms. A seller should also account for repair exposure and the probability of closing.

Ask for an updated net sheet whenever a counteroffer changes price, concessions or closing-cost allocations.

ATTORNEY'S PERSPECTIVE: A net sheet is an estimate, not a guarantee. Mortgage interest, escrow balances, taxes, association charges and title items can change the final figure.

Illustrative Item	Offer A	Offer B
Sale price	\$600,000	\$592,000
Buyer credit	(\$15,000)	\$0
Illustrative other seller costs*	(\$45,000)	(\$44,400)
Illustrative net before mortgage payoff	\$540,000	\$547,600

Documentary Stamp Tax

A Florida-specific cost sellers should understand.

Florida documentary stamp tax applies to deeds and other documents that transfer an interest in Florida real property. According to the Florida Department of Revenue, the rate in all Florida counties except Miami-Dade is \$0.70 for each \$100 or portion of \$100 of consideration.

On a straightforward \$500,000 consideration example outside Miami-Dade, the state documentary stamp tax on the deed would generally calculate to \$3,500. The actual taxable consideration and transaction structure can require additional analysis.

This is one reason a seller net sheet should use Florida-specific closing costs rather than a national online calculator.

ATTORNEY'S PERSPECTIVE: Tax treatment can depend on consideration and transaction structure. Use current Florida Department of Revenue guidance and closing professionals for the actual calculation.

Title Insurance and Closing

Title work turns a contract into a transferable ownership interest.

The title/closing process typically includes a title search, examination of exceptions, payoff coordination, preparation of closing documents, settlement accounting and recording. Who selects the title/closing provider and who pays particular title charges depends on the contract and transaction.

Title insurance protects against covered title defects under the policy terms. Sellers should respond quickly to requests for prior policies, surveys, entity documents, marital information and payoff authorizations.

If you have an owner's title policy from your purchase, locate it. It may be useful to the closing process and can sometimes affect available title premium treatment.

ATTORNEY'S PERSPECTIVE: Do not ignore a title objection because it seems old or technical. The closing agent and attorneys need time to determine whether it must be released, insured over or otherwise resolved.



The Final Walk-Through

The buyer is checking that the agreed condition still exists.

Shortly before closing, the buyer commonly performs a final walk-through. This is not intended to be a new inspection; it is generally an opportunity to confirm the property remains in the expected condition and agreed repairs were completed.

Remove personal property and debris as required, leave included items, complete agreed repairs and keep utilities on through the required time. Provide receipts or documentation promised under repair agreements.

Avoid last-minute surprises. If damage occurs after contract—such as a leak, storm event or broken appliance—notify the appropriate professionals rather than hoping the buyer will not notice.

ATTORNEY'S PERSPECTIVE: Risk-of-loss and property-condition provisions are controlled by the contract. New damage before closing should be addressed under those terms, not hidden.



Closing Day

A successful closing should be boring.

By closing day, major issues should already be resolved. The seller signs required documents, the closing agent confirms funding and payoff requirements, and the deed and other instruments are handled for recording.

Review the settlement statement carefully. Confirm sale price, credits, commissions, taxes, payoffs, association charges and wire instructions. Ask questions about unfamiliar charges before signing.

Wire fraud is a serious risk in real estate transactions. Verify wiring instructions through a trusted, independently confirmed method and be suspicious of last-minute email changes.

ATTORNEY'S PERSPECTIVE: Never rely solely on an emailed change to wire instructions. Independently verify through a known telephone number or established secure process.

Why Deals Fall Apart

Most failed closings leave warning signs.

Common problems include financing denial, low appraisal, inspection disputes, insurance issues, title defects, buyer remorse, missed deadlines and unexpected seller conditions. Not every problem is preventable, but many can be anticipated.

Risk reduction begins before accepting the offer. Review the buyer's financing, deposits, contingencies and timeline. Prepare title and property documentation. Disclose known material issues. Respond quickly during the transaction.

When a problem arises, focus on the contract and available solutions. Emotional reactions can make a solvable issue harder.

ATTORNEY'S PERSPECTIVE: Default and deposit disputes can be legally significant. Do not assume who "gets the deposit" without reviewing the contract and facts.

Selling and Buying at the Same Time

Coordinate two contracts and one move.

Sellers who are also buyers must decide how much overlap risk they can tolerate. Selling first provides clarity about proceeds but may require temporary housing. Buying first provides housing certainty but may require carrying two properties.

Other tools can include sale contingencies, bridge financing, extended closings or post-closing occupancy arrangements. Each has tradeoffs and depends on market leverage and financing.

Build a timeline that includes loan approval, inspections, moving, utility transfers and backup housing. Do not assume both transactions will close exactly as planned.

ATTORNEY'S PERSPECTIVE: A post-closing occupancy arrangement changes the relationship after title transfers and should be documented carefully, including possession date, deposits, responsibility for damage and insurance considerations.



Part 7 - Special Situations

Foreign Sellers and FIRPTA

Foreign ownership can create federal withholding requirements.

FIRPTA can require withholding when a foreign person disposes of a U.S. real property interest. The IRS states that the general withholding rate is 15% of the amount realized, subject to exceptions and reduced-withholding procedures.

There is an exception in certain transactions where the buyer acquires the property for use as a residence and the amount realized is not more than \$300,000, subject to IRS requirements. A withholding certificate may also reduce or eliminate withholding in appropriate circumstances.

Foreign sellers should raise FIRPTA early—well before closing—because taxpayer identification numbers, forms and withholding-certificate applications can take time.

ATTORNEY'S PERSPECTIVE: FIRPTA withholding is not the same as the seller's final tax liability. Foreign sellers should coordinate real estate, tax and closing advice early.

Probate, Trusts and Estates

Authority to sell must be established.

When an owner has died or property is held in a trust, the transaction may require probate documents, trustee authority or other evidence showing who can legally sign. The correct path depends on how title is held and the estate plan.

Do not wait until an offer is accepted to determine who has authority. Obtain the deed, trust information, death certificate and probate information as applicable and have the title reviewed.

Family agreement about selling does not itself establish legal authority. The closing provider must be able to insure and transfer title.

ATTORNEY'S PERSPECTIVE: Estate and trust sales are highly fact-specific. Confirm signing authority and required court or fiduciary steps before committing to deadlines you may not be able to meet.



Divorce and Co-Owned Property

A sale requires coordination among everyone with legal rights.

Co-owners may have different goals, financial expectations and moving timelines. If a divorce or separation is involved, court orders or settlement agreements may affect authority, proceeds and possession.

Agree in advance on list price, repair spending, price reductions, offer decisions and communication. A written process can reduce conflict once negotiations begin.

Closing proceeds may need to be distributed according to legal instructions rather than simply split based on informal expectations.

ATTORNEY'S PERSPECTIVE: Do not let the listing process conflict with a court order or settlement agreement. Coordinate the real estate transaction with the governing legal documents.



Tenant-Occupied and Investment Property

A buyer may be purchasing both a property and an existing legal relationship.

If the home is tenant-occupied, gather the lease, deposits, payment history and notices. Determine whether the intended buyer is likely to be an investor or owner-occupant and how the lease affects possession.

Showings require coordination and compliance with applicable lease and legal requirements. A cooperative tenant can help a sale; a poorly managed transition can create conflict and delay.

Investment buyers may focus on rent, expenses, lease terms and condition more than staging. Provide accurate operating information and avoid overstating future rental potential.

ATTORNEY'S PERSPECTIVE: Security deposits, lease obligations and termination rights are legal issues. Review the actual lease and applicable law before promising vacant possession.

Part 8 - Action Plan

The 30-Day Seller Launch Plan

Turn preparation into a calendar.

Days 1–7: establish goals, complete pricing analysis, identify title or HOA issues, create repair priorities and schedule vendors. Days 8–14: complete high-impact repairs, declutter, deep clean and prepare exterior areas. Days 15–21: stage, finalize disclosures, gather permits and association information, and complete photography/video. Days 22–30: finalize price and MLS data, prepare marketing assets, coordinate launch and establish showing procedures.

The exact schedule can be compressed or expanded. The important point is sequencing: legal and property issues should be identified early, while photography should occur only after the home is ready.

Create a shared checklist so nothing important depends on memory.

- Pricing/CMA complete
- Title and ownership reviewed
- Repairs complete
- Disclosure information assembled
- Photography scheduled
- MLS facts verified
- Showing plan ready

ATTORNEY'S PERSPECTIVE: A rushed launch can create avoidable errors. It is often better to spend a few extra days preparing than to use the market's initial attention on an unfinished presentation.

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Questions to Ask Before Hiring a Listing Agent

Choose the strategy, not the sales pitch.

Ask how the agent determined the recommended price and which homes buyers will compare with yours. Ask what happens if the first two weeks produce weak showing activity. Ask exactly what marketing is included and who pays for it.

Also ask how the agent handles inspection disputes, appraisal problems, multiple offers and contract deadlines. Experience after the offer is just as important as generating the offer.

Finally, ask how communication works. Who answers buyer-agent calls? How often will you receive updates? Who manages the transaction from contract to closing?

- Show me the pricing evidence.
- What is the launch plan?
- What happens if the market rejects the price?
- How do you market to relocation buyers?
- How do you manage contract risk?
- Who communicates with me after contract?

ATTORNEY'S PERSPECTIVE: A listing presentation should not pressure you to sign before you understand the agreement. Read the documents and make an informed decision.

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Seller Master Checklist

A one-page control center for your sale.

Use this page as a final pre-listing audit. A prepared seller reduces surprises, responds faster to buyers and is in a stronger position to negotiate.

Keep copies of major records in one folder—physical or digital—and update the folder as repairs, offers and closing documents arrive.

ATTORNEY'S PERSPECTIVE: The checklist is a planning tool, not a substitute for transaction-specific legal, tax, title, insurance or brokerage advice.

Seller Checklist

- ☐ Goals and timing defined
- ☐ CMA and pricing strategy completed
- ☐ Ownership/title issues reviewed
- ☐ HOA/condo information gathered
- ☐ Known material conditions addressed/disclosed
- ☐ Permits and major improvement records gathered
- ☐ Home decluttered and deep cleaned
- ☐ Exterior and pool prepared
- ☐ Photography/video/floor plan complete
- ☐ MLS facts verified
- ☐ Showing plan established
- ☐ Offer comparison worksheet ready
- ☐ Estimated seller net sheet reviewed
- ☐ Moving and final walk-through plan established
- ☐ Wire-fraud verification plan understood

Your Next Step

Get a property-specific strategy before you put a sign in the yard.

Every home has a different competitive position. The most useful next step is a property-specific Seller Strategy & Pricing Review that answers four questions: What is the home likely worth? What should be done before listing? How should it be positioned and marketed? What are the likely net proceeds under realistic sale scenarios?

My approach combines real estate marketing with the contract and legal perspective that becomes important once an offer arrives. The objective is not simply to put your home on the MLS. It is to create a deliberate path from preparation to closing.

For Orlando-area homeowners, I can prepare a customized pricing analysis and seller plan for your property, including the relevant competing listings and recent sales.

- Gather your property address and improvement list
- Identify your ideal timing
- Locate your prior title policy and survey if available
- Request a Seller Strategy & Pricing Review

ATTORNEY'S PERSPECTIVE: Before signing a listing agreement or sale contract, make sure you understand the obligations, deadlines and risks that apply to your specific transaction.

The strongest sales push usually begins before the home being listed. We can define your price range, market your property, and prepare a negotiation approach so that when the offers appear, you are ready to act intelligently rather than react under pressure.

COMPLIMENTARY ORLANDO SELLER STRATEGY SESSION

A seller strategy session can cover your goals, pricing, marketing, timing, and the practical steps from listing through closing.

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Sources, Disclaimers & Important Notes

This guide is intended as general educational and marketing information for residential property sellers in the Orlando/Central Florida area. It is not a substitute for individualized legal, tax, accounting, insurance, title, appraisal or financial advice. Laws, forms, market conditions, tax rates and practices can change. Transaction documents control when they differ from general descriptions in this guide.

Primary official references consulted for Florida-specific tax and federal FIRPTA information include the Florida Department of Revenue, “Documentary Stamp Tax,” and the Internal Revenue Service FIRPTA guidance. Florida Department of Revenue states that deeds transferring Florida real property are subject to documentary stamp tax and that, outside Miami-Dade County, the rate is \$0.70 per \$100 or portion thereof of consideration. IRS guidance states that FIRPTA generally requires withholding at 15% of the amount realized for dispositions by foreign persons, subject to exceptions and withholding-certificate procedures.

For current contract forms, disclosure requirements, brokerage relationships and transaction-specific questions, consult the current Florida forms, statutes, regulations and qualified professionals involved in your transaction.

- Florida Department of Revenue — Documentary Stamp Tax
- Internal Revenue Service — FIRPTA Withholding
- Internal Revenue Service — Exceptions from FIRPTA Withholding
- Internal Revenue Service — Withholding Certificates

ATTORNEY'S PERSPECTIVE: This publication should be reviewed and updated periodically before public distribution because legal rules, tax guidance, forms and market practices can change.