



Selling a Home in Florida: The Legal Process

How to Protect Your Net Proceeds — A Free Guide from Your Orlando Real Estate Broker & Attorney at Law

[YOUR NAME] | REAL ESTATE BROKER & ATTORNEY AT LAW | ORLANDO, FL

The Two-Part Goal: Price Right + Stay Legally Safe

Price It Right

A well-priced listing attracts qualified offers quickly — overpricing early can cost you momentum and ultimately reduce your final proceeds.

Stay Legally Safe

Accurate paperwork protects you from disputes, delays, and costly surprises. A clean sale starts long before you accept an offer.



Step 1: Pre-Listing Paperwork & Readiness



→ **Know Your Numbers First**

Confirm your timeline, pricing strategy, and net proceeds estimate **before** signing a listing agreement.

→ **Complete Disclosures Early**

Florida's Residential Seller Disclosure should be completed upfront — not scrambled together after you're under contract.

→ **Request HOA/Condo Docs**

Buyers ask about HOA rules and fees fast. Having documents ready prevents negotiation delays.

Step 2: Your Legal Disclosure Duties

THIS IS NOT OPTIONAL

Florida law requires sellers to disclose known material defects that affect the property's value and are not readily observable by the buyer. Failing to disclose can lead to lawsuits — even after closing.



Structural

Roof damage, water intrusion, mold history, or foundation issues



Systems

HVAC, plumbing, or electrical deficiencies you are aware of



Pest History

Prior termite treatments or pest infestations must be disclosed



Permits & Violations

Open permits or known code violations cannot be hidden from buyers



Undisclosed defects are among the most common sources of post-closing litigation in Florida. When in doubt — disclose.

Step 3: Prepare the Property to Reduce Risk

Present Accurately

Declutter, deep-clean, and address obvious issues like leaky faucets or scuffed walls. A well-presented home invites less scrutiny.

Pre-Listing Inspection

Consider ordering your own inspection before listing. Learning about issues first lets *you* control the narrative — not the buyer's inspector.

Fix Before You List

Addressing known defects proactively reduces negotiation friction and eliminates "surprise" repair credits that erode your net proceeds.





Step 4: The Real Estate Contract

Read it like it's Court Exhibit #1 — because in a dispute, it is. The Florida sales contract is the binding rulebook governing price, terms, contingencies, and your legal obligations.



Consistent with Disclosures

Contract terms must align with what you've disclosed. Contradictions create legal exposure.



Review Every Contingency

Financing, inspection, and appraisal clauses all have timelines and consequences if mishandled.



Get Legal Guidance

Contract mistakes can be expensive. Don't sign without a qualified review.

Step 5: Offers, Negotiation & Legal Exposure

The **best offer** isn't always the highest number. Financing gaps, appraisal shortfalls, or weak contingency terms can derail a deal — costing you time and money.



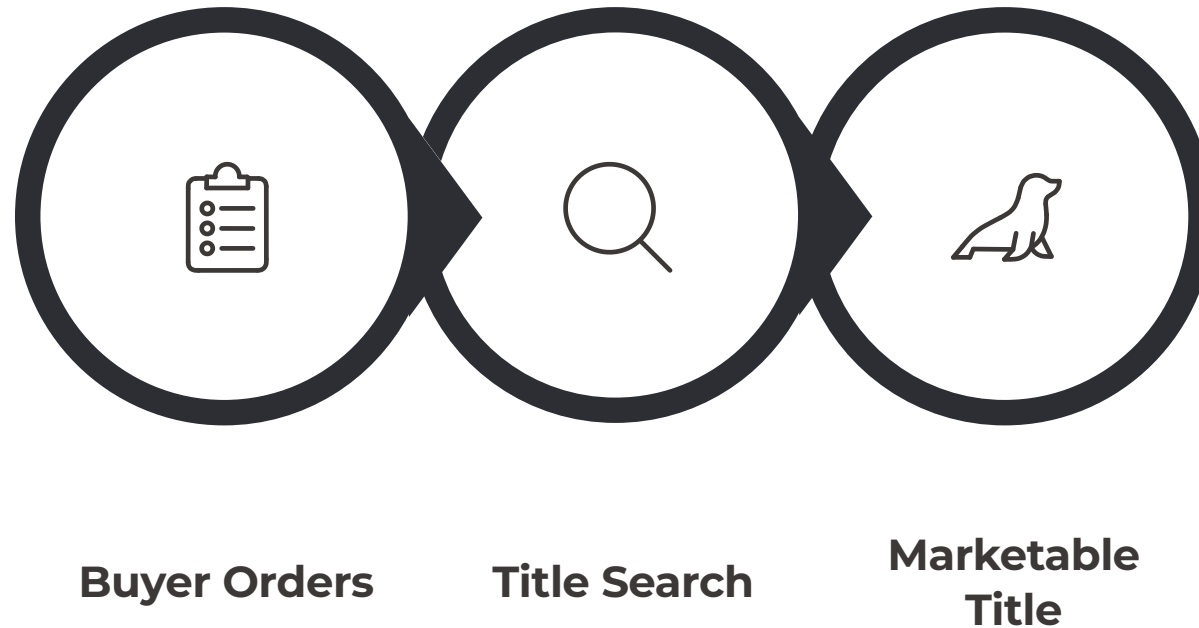
Evaluate the Whole Package

Assess buyer financing strength, earnest money, and contingency terms — not just the offer price.

Adjust Strategically

A timely price adjustment based on market feedback is almost always better than sitting on the market too long.

Step 6: Inspections, Title Search & Marketable Title



Title must be **free of hidden claims, liens, or encumbrances** that could block the buyer's ownership. Issues discovered during title search must be resolved before closing — a step where having both a broker and an attorney on your side is invaluable.

Step 7: Closing Costs in Florida

SO YOU'RE NOT SHOCKED AT THE FINISH LINE

Florida sellers should plan for approximately **6–8% of the sale price** in total closing costs. Knowing these figures in advance helps you accurately calculate your true net proceeds.



Agent Commission

Typically the largest line item — negotiable but significant.

Owner's Title Insurance Policy

In most Florida counties, the seller pays for the buyer's title policy.

Documentary Stamp Tax

\$0.70 per \$100 of the sale price, paid on the deed at closing.

Prorated Property Taxes

Taxes are prorated to your closing date — plan accordingly.

Your Next Step: Get a Free Legal Review

You don't have to navigate Florida's disclosure laws, contracts, and closing process alone. As both a **licensed Real Estate Broker and Attorney at Law** in Orlando, I give you a legal and market advantage that most sellers never have.

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 This guide is for informational purposes only and does not constitute legal advice. For advice specific to your situation, please contact me directly for a private consultation.

