

UTILITY AGREEMENT

The undersigned acknowledge and agree to the following:

1. That municipal and county utility accounts may include city or county water, sewer, garbage, gas systems, storm-water and/or waste services ("Utility Accounts"). Utility Accounts do NOT include electrical services such as Florida Power and Light.
2. The Settlement Statement will include the payment, if applicable, of any outstanding or past due balances due that are reflected in the municipal lien search. These figures are based upon the best information available.
3. The municipal lien search will not include the amount of the final payment for the current owner showing service through the closing date. The exact amounts are not known as of the date of closing.
- 4.**** It is the Seller's responsibility to close all Utility Accounts immediately after closing and pay any and all outstanding balances and charges in the final bill reflecting service through the Closing Date or as otherwise required under the Contract.
- 5.**** It is Buyer's responsibility to open up all new Utility Accounts immediately after closing and will be responsible for all charges that accrue after Closing.
6. If there is a tenant on the property and the utility accounts are in the name of the tenant, then Buyer and Seller, as applicable will be responsible for coordinating the payment of Utility Accounts with tenant or with the city/county directly.
- 7.**** Market Title LLC does not adjust, pay or assume liability or responsibility for unpaid balances, final bills, charges, account changes or any other matters of any kind or nature relating to Utility Accounts of any kind or nature. **NOTWITHSTANDING THE TERMS OF ANY CITY LETTER (ATTACHED, IF APPLICABLE) WHICH MAY REQUEST A UTILITY ESCROW, THE BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT MARKET TITLE WILL NOT HOLD ANY UTILITY ESCROW, SINCE SELLER AND BUYER ARE REQUIRED TO PAY ALL AMOUNTS DUE AS REQUIRED ABOVE.**