

**FURNITURE PACKAGE AGREEMENT**  
**SYCAMORE RESORT, A CONDOMINIUM**

**THIS AGREEMENT** is hereby made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (“Purchaser”) and **PRIMELAND SERVICES LLC**, a Florida limited liability company (“Seller”).

**Sale of Goods:**

Purchaser and an affiliate of Seller are parties to that certain Condominium Unit Purchase and Sale Agreement (the “Purchase Agreement”) dated \_\_\_\_\_ for Unit #\_\_\_\_\_ of Sycamore Resort, A Condominium (the “Unit”). Purchaser hereby agrees to purchase, and Seller hereby agrees to sell, the furniture, furnishings, fixtures, electronics, and decorator items (together, the “Furniture Package”) identified in Schedule “A” attached hereto and incorporated herein. The closing of the purchase of the Furniture Package (“Closing”) shall occur simultaneously with the closing of the purchase of the Unit.

1. **Purchase Price.** The cost of the Furniture Package shall be \$\_\_\_\_\_, the sales tax applicable shall be \$\_\_\_\_\_, together constituting \$\_\_\_\_\_, the total Purchase Price of the Furniture Package. Purchaser shall pay to Seller the Purchase Price within \_\_\_ business days of the execution of this Agreement. Purchaser acknowledges that Purchaser is responsible for any and all applicable taxes associated with this transaction.

2. **Furniture Package.** The items listed on Schedule “A” shall be transferred/conveyed to Purchaser at the Closing by a bill of sale separate and apart from the transfer/sale of the Unit.

3. **Terms and Conditions.** The transfer/conveyance of the Furniture Package to Purchaser shall be subject to the following terms and conditions:

A. **“As Is”.** Seller will assign to Purchaser any manufacturer’s warranties at Closing. Purchaser hereby expressly acknowledges and agrees that, except for any such warranties, all items contained within the Furniture Package are provided on an "as is" basis. Purchaser acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to any aspect of the Furniture Package. No person acting on behalf of Seller is authorized to make, and by execution hereof Purchaser acknowledges that no person has made (except as expressly set forth in this agreement), any representation, agreement, statement, warranty, guaranty or promise regarding the Furniture Package; and no such representation, warranty, agreement, guaranty, statement or promise if any, made by any person acting on behalf of Seller shall be valid or binding upon Seller unless expressly set forth herein.

B. **Substitution.** Seller hereby reserves the right, in its sole discretion, to make substitutions of equal or greater quality of any of the items contained within the Furniture Package.

C. **Delivery.** The Furniture Package shall be delivered to the Unit within fifteen (15) days of the Closing of the purchase of the Unit. Notwithstanding the foregoing to the contrary, Seller shall not be liable for delays in delivery which occur for reasons outside Seller’s control.

D. **Default.** Seller’s obligation to transfer/convey the Furniture Package is contingent upon the closing of the purchase of the Unit. In the event that the closing on the purchase of the Unit does

not occur because Purchaser defaults under any of the terms, conditions or covenants of the Purchase Agreement or any other documents related thereto, Purchaser shall also be in default under this Agreement. In the event Purchaser shall default, Seller shall be entitled to retain the price for the Furniture Package which Purchaser acknowledges is fair and reasonable.

E. Limited Warranties. EXCEPT TO THE EXTENT PROHIBITED BY LAW, IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY, WHETHER BY CONTRACT, TORT, STATUTE, EQUITY, OR OTHERWISE, IS LIMITED TO THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES BASED ON A CLAIMED DECREASE IN THE VALUE OF THE UNIT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE DESCRIBED LIMITED WARRANTIES IN THIS AGREEMENT ARE THE ONLY EXPRESS WARRANTIES PROVIDED BY MANUFACTURER'S/DEALER'S WARRANTIES. IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, AND GOOD WORKMANSHIP ARE DISCLAIMED AND LIMITED TO THE LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT.

4. Force Majeure. Seller shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement to the extent that, and for so long as, Seller's inability to perform is due to an event or condition that is beyond Seller's reasonable control (a "Force Majeure" event or condition), including but not limited to: acts of God, strikes, lockouts or other industrial disturbances, blockades, insurrections, epidemics, terrorism, acute and unusual labor, material, or equipment shortages, and the binding order from any court or governmental authority. In the event of Force Majeure, Seller shall notify Purchaser within five (5) business days of the occurrence of any Force Majeure event or condition. Seller's delivery obligations shall be extended by the same number of days as the duration of such Force Majeure event or condition. Nothing herein shall be deemed to relieve Purchaser of any payment obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PURCHASER:

\_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

SELLER:  
PRIMELAND SERVICES LLC, a Florida  
limited liability company

\_\_\_\_\_  
Seller Representative: \_\_\_\_\_

**SCHEDULE A**