



12 S Clyde Avenue Kissimmee Florida 34741
processor@smartinternationaltitle.com
Office (407) 854-2115
Fax (407) 517-4505

BUYER'S SHORT SALE CHECKLIST

PROPERTY ADDRESS _____

FOLLOWING INFORMATION AND DOCUMENTS NEEDED TO SUBMIT TO THE BANK FOR SHORTSALE APPROVAL

BUYER/ BUYER'S AGENT LIST

- BUYER AGENT INFO
- ARMS LENGTH AFFIDAVIT
- BUYERS SHORT SALE AGREEMENT
- FIRPTA WITHHOLDING EXEMPTION (FOREIGN NATIONALS PLEASE DISCUSS WITH AGENT)
- ESCROW CHECK (**Smart International Title**) Required with Offer to Process Short Sale
- BUYERS PRE-QUAL LETTER OR PROOF OF FUNDS (**MUST BE CURRENT-LAST 30 DAYS**)



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PLEASE EMAIL US FOR WIRE INSTRUCTIONS TO SEND ESCROW OR DELIVER IMMEDIATELY TO :

**SMART INTERNATIONAL TITLE,
 12 South Clyde Avenue, Kissimmee, FL 34741**

INFORMATION REQUIRED FROM THE BUYER AGENT

Property Address:					
BUYER AGENT INFORMATION					
Agent First Name:		Agent Last Name:			
Agent Company:					
Agent: Address:					
City:		State:		Zip:	
Agent Phone:			Agent Fax:		
Agent Email:					
BUYER INFORMATION					
Offer Type:		Corporate Name (IF APPLICABLE)			
Buyer/ Corp Signor First Name:		Buyer/ Corp Signor Last Name:			
Buyer Address:					
City:		State:		Zip:	
Buyer Married?			Buyer Phone:		
Buyer 2 First Name:			Buyer 2 Last Name:		
Buyer 2 Address:					
City:		State:		Zip:	
Buyer Married?			Buyer 2 Phone:		
FINANCING INFORMATION					
Financing Type:					
Financing Lender:					
Financing Contact:					
Financing Email:					
Financing Phone:					
Financing Rate:					



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Agreement, Acknowledgement, and Waiver

This Agreement, Acknowledgement, and Waiver entered into this _____ day of _____, 2026, is made between _____ and _____ (herein Buyer(s)), _____ of _____ (herein Buyer(s) Agent), and Smart International Title, LLC, based upon the mutual promises, undertakings, and considerations recited herein in connection with the sale of the following property: _____.

Buyer and Buyer Agent acknowledge, verify, and agree to each of the following:

1. The Seller of the Property has a mortgage payoff that is greater than the final sales price or contract offer from Buyer(s). Buyer(s) agrees to cooperate with Smart International Title, LLC in carrying out the purpose of this Agreement, including but not limited to providing Smart International Title, LLC with a copy of the purchase agreement, escrow check, mortgage pre-qualification letter or proof of funds, and any and all documents and contracts related to the sale and purchase of the property as requested by Smart International Title, LLC.
2. The Seller's lender is not a party to the contract and therefore is not obligated to approve the contract or to effectuate a short sale involving the contract. Buyer(s) further acknowledges that Seller(s) is not liable for delays caused by the lender or for costs and expenses incurred by Buyer(s).
3. Smart International Title, LLC does not make promises nor can it guarantee the outcome of third-party lender short sale approvals. Contract acceptances for short sales are contingent upon third-party lender short sale approval terms.
4. Approval from the lender may be in the form of email. Signatures, initials, and modifications communicated by facsimile will be considered originals.
5. Any additional expenses incurred for estoppels, inspections, repairs, or utility services must be paid by Buyer(s) or Seller(s) unless otherwise agreed to in writing. If Buyer(s) requires utilities turned on for inspections and/or appraisals, this will be at Buyer(s)' expense. All estoppels, utility fees, and other fees paid are non-refundable.
6. Buyer(s) agrees to purchase the property in "AS-IS" and "WHERE IS" condition.
7. Buyer(s) acknowledge that the Seller's closing of the short sale transaction will be held with Smart International Title, LLC, and all escrow checks will be held in escrow by Smart International Title, LLC. Please mail or deliver to: Smart International Title, LLC, 12 South Clyde Avenue, Kissimmee, FL 34741 along with the offer.
8. Signatures, initials, and modifications communicated by facsimile will be considered originals.

Important: The short sale process will not commence until Smart International Title, LLC receives the escrow check in the exact amount stated and agreed upon in the purchase agreement (As-Is Contract). Compensation: Smart International Title, LLC is negotiating with the Seller's lender on behalf of the Seller and Buyer to obtain acceptance of Buyer's offer, which is less than the Seller's mortgage payoff amount. Buyer(s) acknowledges and agrees that this sale will include a Buyer Facilitator Fee of \$695.00 to Smart International Title, LLC, based on a successful outcome of negotiations reflected on the final closing document (HUD-1 Settlement Statement). In the event the Buyer's financing (e.g., VA/FHA/USDA) does



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not cover this amount, the fee will be paid out of closing (POC) on or before closing. Acceptable payment methods are cash, money order, or cashier's check.

Cancellation: Buyer(s) is obligated to perform under the contract from the date of execution until the lender or third party disapproves the contract, or a term in the contract permits either the Seller or Buyer to terminate. If the contract is cancelled by Buyer(s) for reasons not based on the contract, both Buyer(s) and Seller(s) agree that \$1,000.00 of Buyer(s)' escrow deposit will be assigned to Smart International Title, LLC for services rendered at the point of cancellation.

Hold Harmless Clause: Buyer(s) and Buyer(s) Agent indemnify and hold Smart International Title, LLC harmless from losses, damages, claims, demands, lawsuits, costs, and expenses of any nature, including attorney's fees, and from liability to any person, including but not limited to banks, insurance companies, real estate brokers, creditors, and/or lien holders that Smart International Title, LLC incurs because of:

1. Sellers' and Buyers' negligence, representation, misrepresentation, actions, or inactions.
2. The existence of undisclosed, inaccurate, or incomplete material facts about the Property or any mortgages; or
3. Smart International Title, LLC's use of all documents and information supplied by Seller, Sales Agent, or Buyer.

Smart International Title, LLC shall be entitled to rely upon the legal sufficiency of any documentation, the preparation of which is the responsibility of Seller and Buyer.

Miscellaneous: This Agreement is binding on Buyer(s), Buyer(s) Agent, and Smart International Title, LLC agents, heirs, personal representatives, administrators, successors, and assigns. The provisions of this Agreement are independent and separable, and no provision shall be affected or rendered invalid or unenforceable by any other provision may be invalid or unenforceable in whole or in part.

THIS AGREEMENT IS BINDING AND ENFORCEABLE.

Buyer _____ Date _____

Buyer _____ Date _____

Buyer Agent _____ Date _____

Smart International Title, LLC _____ Date _____