

# "AS IS" Residential Contract

## For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY

THE FLORIDA REALTORS AND THE FLORIDA BAR

1\*

**PARTIES:** BANK OF AMERICA NA; SHELLPOINT MORTGAGE  
2\* and JAY PARTEEK

3 agree that Seller shall sell and Buyer shall buy the following  
4 (collectively "Property") pursuant to the terms and conditions of  
5 Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7\* (a) Street address, city, zip: 28360 SW 163RD AVE MIAMI  
8\* (b) Property is located in: MIAMI-DADE County, Florida.  
9\* (c) Real Property: The legal description is  
10 Legal Description as Shown in Public Records

11  
12 together with all existing improvements and fixtures, including  
13 attached wall-to-wall carpeting and flooring ("Real Property")  
14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or  
16 which are owned by Seller and existing on the Property at  
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s),  
18 drapery rods and draperies, blinds, window treatments, security  
19 gate and other access devices, and storm shutters/panels.  
20\* Other Personal Property items included in this purchase are  
21  
22

- 22 Personal Property is included in the Purchase Price, has not been  
23\* (e) The following items are excluded from the purchase:  
24

25 **PURCHASE PRICE AND PAYMENT**

26\*

**2. PURCHASE PRICE** (U.S. currency): .....

27\*

- (a) Initial deposit to be held in escrow in the amount of (check one)  
28 The initial deposit made payable and delivered to "Escrow Agent"  
29

(CHECK ONE): (i) accompanies offer or (ii) is to be paid at closing

29\* **(CHECK ONE):** (i) \_\_\_\_\_ accompanies offer or (ii) \_\_\_\_\_ is to be  
30 blank, then 3) days after Effective Date. IF NEITHER BOX  
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32\* Escrow Agent Information: Name: \_\_\_\_\_ Independent  
33\* Address: \_\_\_\_\_ 2929 E. Commercial Blvd, Ste 605 Fort Lauderdale,  
34\* Phone: \_\_\_\_\_ 954.493.8288 E-mail: Jim@IndyTitleFTL.com

35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_  
36\* days after Effective Date .....

37 (All deposits paid or agreed to be paid, are collectively referred to as "Deposits")

38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount")

39\* (d) Other: \_\_\_\_\_

40 (e) Balance to close (not including Buyer's closing costs, prepaid items, title transfer or other **COLLECTED** funds) .....

41\* **NOTE: For the definition of "COLLECTION" or "COLLECTED funds, see Paragraph 11.**

42 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFER:**

43 (a) If not signed by Buyer and Seller, and an executed copy sent to Buyer within \_\_\_\_\_  
44 2 days \_\_\_\_\_, this offer shall be deemed withdrawn.  
45\* to Buyer. Unless otherwise stated, time for acceptance of this offer begins on the day the counter-offer is delivered.

46 (b) The effective date of this Contract shall be the date when Buyer and Seller have initialed and delivered this offer or final counter-offer ("Effective Date").

47 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the Closing Date shall be the date when the parties sign the documents required to be furnished by each party ("Closing Date") on \_\_\_\_\_ or about 03/21/2017 ("Closing Date").

Buyer's Initials J P

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53 **5. EXTENSION OF CLOSING DATE:**

54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer are held in escrow, the Closing Date may be extended to the date specified in the Consumer Financial Protection Bureau Closing Disclosure.

56 then Closing Date shall be extended for such period nece  
57 period shall not exceed 10 days.

- 58 (b) If extreme weather or other condition or event constituting  
59 disruption of utilities or other services essential for Clo  
60 insurance, to become unavailable prior to Closing, Closing  
61 after restoration of utilities and other services essential to  
62 Flood or Homeowners' insurance. If restoration of such u  
63\* not occurred within \_\_\_\_\_ (if left blank, then 14) days  
64 this Contract by delivering written notice to the other party  
65 releasing Buyer and Seller from all further obligations unde

## 66 **6. OCCUPANCY AND POSSESSION:**

- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller sha  
68 the Property to Buyer free of tenants, occupants and fu  
69 removed all personal items and trash from the Property  
70 access devices and codes, as applicable, to Buyer. If o  
71 assumes all risks of loss to the Property from date o  
72 maintenance from that date, and shall be deemed to have  
73 time of taking occupancy.

- 74\* (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S)** C  
75 subject to a lease(s) after Closing or is intended to be ren  
76 facts and terms thereof shall be disclosed in writing by Se  
77 be delivered to Buyer, all within 5 days after Effective Da  
78 that the lease(s) or terms of occupancy are not acceptab  
79 delivery of written notice of such election to Seller within  
80 and Buyer shall be refunded the Deposit thereby releasing  
81 this Contract. Estoppel Letter(s) and Seller's affidavit shall  
82 is intended to be occupied by Seller after Closing, see Rid

## 83\* **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and 84\* this Contract; may assign but not be released from liabi 85 Contract.

## 86 **FINANCING**

### 87 **8. FINANCING:**

- 88\*  (a) Buyer will pay cash for the purchase of the Property  
89 Buyer's obligation to close. If Buyer obtains a loan for any  
90 acknowledges that any terms and conditions imposed by Bu  
91 affect or extend the Buyer's obligation to close or otherwise af  
92\*  (b) This Contract is contingent upon Buyer obtaining a writ  
93  VA or  other \_\_\_\_\_ (describe) loan on the fo

94\* days after Effective Date ("Loan Commitment Date") for (C  
95\* adjustable rate loan in the Loan Amount (See Paragraph 2(c))  
96\* (if left blank, then prevailing rate based upon Buyer's creditw  
97 then 30) years ("Financing").

98\* Buyer shall make mortgage loan application for the Financi  
99 Effective Date and use good faith and diligent effort to obtain  
100 Commitment") and thereafter to close this Contract. Buyer sh  
101 status of mortgage loan application and Loan Commitment an  
102 lender to disclose such status and progress to Seller and Brok  
103

104 Upon Buyer's receipt of Loan Commitment, Buyer shall provi  
105 receive Loan Commitment by Loan Commitment Date, then th  
106 **the earlier of:**

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- 107 (i.) Buyer's delivery of written notice to Seller that Buy  
108 to waive the financing contingency of this Contract  
109 (ii.) 7 days prior to the Closing Date specified in Para  
110 8(b) (ii), shall not be modified by Paragraph 5(a).

111 If either party timely cancels this Contract pursuant to this Par  
112 of this Contract, Buyer shall be refunded the Deposit the  
113 obligations under this Contract. If neither party has timely ca  
114 then this financing contingency shall be deemed waived by Bu

115 If Buyer delivers written notice of receipt of Loan Commitm  
116 close, the Deposit shall be paid to Seller unless failure to clos  
117 conditions of the Loan Commitment have not been met (e

118 provisions of this Contract); (2) appraisal of the Property obt

provisions of this Contract); (3) appraisal of the Property obtained by Buyer in connection with the Loan Commitment; or (4) the loan is not funded due to the failure of Seller to timely deposit funds in the Escrow Account. The Deposit shall be returned to Buyer, thereby releasing Buyer from the obligations under this Contract.

- (c) Assumption of existing mortgage (see rider for terms).  
 (d) Purchase money note and mortgage to Seller (see rider for terms).

## CLOSING COSTS, FEES AND INSURANCE

### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY

#### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- Title search charges (if Paragraph 9(c) (iii) is checked)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Fund requirement, Seller shall escrow an amount equal to 125% of estimated costs to meet the AS IS Maintenance Fund requirement at Closing. If actual costs to meet the AS IS Maintenance Fund requirement exceed the escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amounts will be returned to Seller.

#### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Other: \_\_\_\_\_

#### (c) TITLE EVIDENCE AND INSURANCE:

At least 5 (if less than 5) days prior to Closing Date ("Title Evidence Date"), Seller shall furnish to Buyer, through a Florida licensed title insurer, with legible copies of instructions and forms, a copy of the "Title Evidence Deed" (or "Title Commitment") and, after Closing, an owner's policy of title insurance, with a copy of the title insurance policy issued to Seller, obtained and delivered to Buyer. If Seller has an owner's title insurance policy, a copy shall be furnished to Buyer and Closing Agent with the title insurance premium, title search and closing services (collectively, "Title Insurance Premium") calculated and allocated in accordance with Florida law, set forth below. The title insurance premium charges for title insurance premiums, title search and closing services (collectively, "Title Insurance Premium") shall be calculated and allocated in accordance with Florida law, mandated closing disclosures and other closing documents.

**(CHECK ONE):**

- (i) Seller shall designate Closing Agent and pay for Owner's title insurance premium, title search and closing services (collectively, "Title Insurance Premium")

156 premium for Buyer's lender's policy and charges for  
157 endorsements and loan closing, which amounts shall b  
158 provider(s) as Buyer may select; or  
159\*  (ii) Buyer shall designate Closing Agent and pay for O  
160 services related to Buyer's lender's policy, endorsements a  
161\*  (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION  
162 policy of title insurance or other evidence of title and pay

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163 evidence, which is acceptable to Buyer's title insurance u  
164 and (C) municipal lien search. Buyer shall obtain and p  
165 Buyer's owner's policy, and if applicable, Buyer's lender'  
166\* than \$ \_\_\_\_\_ (if left blank, then \$200.00) fo  
167 performed by Closing Agent.

168 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer  
169 surveyed and certified by a registered Florida surveyor (P  
170 Property, a copy shall be furnished to Buyer and Closing A

171\* (e) **HOME WARRANTY:** At Closing,  Buyer  Seller   
172\* at a \_\_\_\_\_

173 warranty plan provides for repair or replacement of many  
174 appliances in the event of breakdown due to normal wear

175 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay:  
176 ("public body" does not include a Condominium or Homeo  
177 ratified before Closing; and (ii) the amount of the public  
178 improvement which is substantially complete as of Effect  
179 imposed on the Property before Closing. Buyer shall pay  
180 be paid in installments (**CHECK ONE**):

181\*  (a) Seller shall pay installments due prior to Closing a  
182 Installments prepaid or due for the year of Closing shall be  
183

(b) Seller shall pay the assessment(s) in full prior to or

(b) Seller shall pay the assessment(s) in full prior to or at closing.  
184  
185 **IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL NOT APPLY.**  
186 This Paragraph 9(f) shall not apply to a special benefit tax  
187 (CDD) pursuant to Chapter 190, F.S., which lien shall be paid by the Buyer.

## DISCLOSURES

### 10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, in sufficient quantities, may present health risks to persons who breathe it. If radon levels exceed federal and state guidelines have been found in the Property, information on radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed to Buyer, Seller does not know of any improvements made to the Property or made pursuant to permits which have not been properly filed.
- (c) **MOLD:** Mold is naturally occurring and may cause health problems. If Buyer desires additional information regarding mold, Buyer shall contact Seller.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is responsible for determining the flood zone the Property is in, whether flood insurance is required, and what steps are necessary for improving the Property and rebuilding in the event of casualty. If the Property is located in a "Coastal Barrier Resources Act" designated area or other area regulated by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act, and the elevation of the Property for flood insurance rating purposes is below minimum requirements, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, and Buyer shall be relieved of all obligations to Seller from all further obligations under this Contract, including payment of any additional fees or adjust premiums for pre-Flood Insurance Program coverage. Residential structures in which the insured or spouse does not reside full-time may require an elevation certificate for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of the Energy Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential structures, lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** Seller shall provide the Buyer with a copy of the Homeowners' Association/Community Disclosure Contract until Buyer has received a copy of the Homeowners' Association/Community Disclosure, if applicable.

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- 219                             (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SH  
220                             PROPERTY TAXES AS THE AMOUNT OF PROPERTY  
221                             TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE.  
222                             IMPROVEMENTS TRIGGERS REASSESSMENTS OF  
223                             HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS,  
224                             THE COUNTY PROPERTY APPRAISER'S OFFICE FOR ASSISTANCE.  
225                             (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer if  
226                             the Foreign Investment in Real Property Tax Act ("FIRPTA")  
227                             which may require Seller to provide additional cash at Closing.  
228                             Seller shall provide Buyer, at or prior to Closing, a certification of non-  
229                             withholding by Seller under FIRPTA. Seller shall also provide Buyer and Closing Agent  
230                             that no withholding is required. Seller shall not be liable for any amounts paid  
231                             to FIRPTA. Buyer and Seller are advised to seek legal  
232                             advice regarding their rights, obligations, reporting and withholding requirements.  
233                             (j) **SELLER DISCLOSURE:** Seller knows of no facts material  
234                             to the property which are not readily observable and which have not been disclosed  
235                             in the preceding sentence, Seller extends and intends no warranty, express or implied,  
236                             as to the physical condition or history of the property. Seller certifies in writing  
237                             Seller has received no written or verbal notice of any defect in the property  
                                   currently uncorrected building, environmental or safety condition.

238                             **PROPERTY MAINTENANCE, CONDITION, INSPECTION**

- 239                             11. **PROPERTY MAINTENANCE:** Except for ordinary wear and  
240                             tear, Seller shall maintain the property in good condition ("IS  
241                             Maintenance Requirement").

- 242                             12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**  
243\*                             (a)

- 257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On  
258 prior to time of Closing, as specified by Buyer, Buyer or  
259 (and follow-up walk-through, if necessary) inspection of  
260 Personal Property are on the Property and to verify that Seller  
261 has met the AS IS Maintenance Requirement and has met all other con-  
262 (c) **SELLER ASSISTANCE AND COOPERATION IN CONSTRUCTION:** If  
263 inspection of the Property identifies open or needed building  
264 permits, Seller shall provide to Buyer all plans, written documentation or other information  
265 relating to improvements to the Property which are the subject of such  
266 permits and shall promptly cooperate in good faith with Buyer's efforts to obtain  
267 such permits. Seller's obligation to cooperate includes providing  
268 authorizations, consents, or other documents necessary for Buyer to obtain  
269 such permits. Seller shall not be liable for costs of such repairs or work prepared, but in fulfilling such obligations  
270 Seller shall not become obligated to expend, any money.

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(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACT**  
cost, Seller will, at Closing, assign all assignable repair, treatment and other items to Buyer.

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## ESCROW AGENT AND DISBURSEMENT

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**13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collateral and other items is authorized, and agrees by acceptance of the funds within the State of Florida and, subject to **COLLECTION**, disburses of this Contract. Failure of funds to become **COLLECTED** shall not affect demands for the Deposit are received, or Agent has a good faith belief that such action may be necessary to protect Agent's rights or liabilities under this Contract, Agent may, at Agent's option, disburse funds until the parties agree to its disbursement or until a final judgment is rendered in a proceeding to determine the rights of the parties, or Agent may deposit same in escrow pending resolution of the dispute. An attorney who represents a party and also represents another party in the same proceeding may not represent such party in action. Upon notifying all parties concerned of such action, a party may not be liable to any party or person for mis-delivery or damage due to Agent's willful breach of this Contract or Agent's gross negligence or termination of this Contract.

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**14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer of the square footage, and all other facts and representations made by Broker and Broker's professionals for legal, tax, environmental, and other specialized services, and the transaction contemplated by this Contract. Broker represents that it has full knowledge of the condition of the Property and that all representations (oral, written or otherwise) are true and accurate according to public records. **BUYER AGREES TO RELY SOLELY ON GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY VALUE (OR WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller shall individually indemnify, holds harmless, and releases Broker and Broker's employees from all liability for loss or damage, including all costs at all levels, suffered or incurred by Broker and Broker's office, agents, employees, with or arising from claims, demands or causes of action instituted against either Broker or Broker's office, agents, employees, by Buyer and Seller.

308 information provided by the Indemnifying Party or from public  
309 failure to perform contractual obligations; (iii) Broker's performance  
310 beyond the scope of services regulated by Chapter 475, F.S.;  
311 recommendation or retention of any vendor for, or on behalf of,  
312 provided by any such vendor for, or on behalf of, Indemnify  
313 vendor. Buyer and Seller each assumes full responsibility for  
314 and paying their other costs under this Contract whether or not  
315 relieve Broker of statutory obligations under Chapter 475, F.S.  
316 Broker will be treated as a party to this Contract. This Paragraph  
317 Contract.

## 318 **DEFAULT AND DISPUTE RESOLUTION**

### 319 **15. DEFAULT:**

- 320 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to  
321 including payment of the Deposit, within the time(s) specified  
322 Deposit for the account of Seller as agreed upon liquidate  
323 Contract, and in full settlement of any claims, whereupon  
324 obligations under this Contract, or Seller, at Seller's option  
325 to enforce Seller's rights under this Contract. The portion

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326 default by Buyer, shall be split equally between Listing Broker and  
327 Cooperating Broker's share shall not be greater than the amount  
328 pay to Cooperating Broker.

329 (b) **SELLER DEFAULT:** If for any reason other than failure to  
330 reasonable diligent effort, Seller fails, neglects or refuses to  
331 Buyer may elect to receive return of Buyer's Deposit without  
332 from Seller's breach, and, pursuant to Paragraph 16, make  
333 performance.

- 334 This Paragraph 15 shall survive Closing or termination of this Contract.
- 335 16. **DISPUTE RESOLUTION:** Unresolved controversies, claims and disputes between Buyer and Seller arising out of, or relating to, this Contract or its breach or violation shall be settled as follows:
- 336 (a) Buyer and Seller will have 10 days after the date confliction arises to resolve such Dispute, failing which, Buyer and Seller shall refer to Paragraph 16(b).
- 337 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner by mediation in accordance with the Florida Rules for Certified and Court-Appointed Mediators and Court-Appointed Arbitrators. The mediator must be certified or must have experience in the subject matter of the Dispute. The Dispute may be resolved without first complying with this Paragraph 16(b). Any Dispute that is not resolved by mediation may be resolved by instituting action in the appropriate court. This Paragraph 16 shall survive Closing or termination of this Contract.
- 338 17. **ATTORNEY'S FEES; COSTS:** The parties will split equally and proportionately all reasonable attorney's fees incurred by each party in connection with this Contract, and each party will pay their own costs, expenses and disbursements incurred in conducting the mediation. In any litigation permitted by this Paragraph 17, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including attorney's fees, incurred in connection with the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
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- ## STANDARDS FOR REAL ESTATE TRANSACTIONS
- 353 18. **STANDARDS:**
- 354     A. **TITLE:**
- 355         (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIENS;** Seller shall provide Buyer with a copy of the Title Commitment, with legible copies of the Title Commitment and the Survey Report, both dated as of the date of the Title Commitment, shall be issued and delivered to Buyer. The Title Commitment shall be recorded by Seller at or before Closing and shall provide that, upon recording, Seller shall be liable for any title insurance premium paid by Seller for title insurance in the amount of the Purchase Price, shall be issued by the title company to Seller, covering the Real Property, subject only to the following matters: (a) common law restrictions, prohibitions and requirements imposed by government appearing on the Plat or otherwise common to the subdivision or record without right of entry; (d) unplatting public utility easements, which are lines and not more than 10 feet in width as to rear or front lines, for year of Closing and subsequent years; and (f) assumed mortgages and other additional items, attach addendum); provided, that, none previously disclosed. If there exists at Closing any violation of items identified in (b), the title company shall issue a title insurance policy covering the defect. Marketable title shall be determined according to applicable law, Florida Bar and in accordance with law.
- 356         (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receiving the Title Commitment and Survey Report to review the same. If Buyer finds any defect(s) in the title, Buyer shall notify Seller in writing specifying defect(s), if any, that render title unmarketable. Seller shall then have 10 days to cure the defect(s). If Seller fails to cure the defect(s) within 10 days, Buyer may terminate this Contract by giving written notice to Seller. If Buyer terminates this Contract, Buyer shall be entitled to a full refund of the earnest money deposit.
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372 Seller in writing specifying defect(s), if any, that render title un  
373 it is delivered to Buyer less than 5 days prior to Closing Date  
374 date of receipt to examine same in accordance with this STANDARD  
375 after receipt of Buyer's notice to take reasonable diligent effort  
376 Seller, Buyer shall be deemed to have accepted title as it then  
377 will deliver written notice to Buyer (with proof of cure accepted)  
378 will close this Contract on Closing Date (or if Closing Date has  
379 Seller's notice). If Seller is unable to cure defects within  
380 expiration of Cure Period, deliver written notice to Seller: (a) not  
381 exceed 120 days within which Seller shall continue to use reasonable  
("Extended Cure Period"); or (b) electing to accept title with  
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## STANDARDS FOR REAL ESTATE TRANSACTIONS

382 Date (or if Closing Date has passed, within the earlier of 10  
383 days from the date of receipt of Seller's notice, or (c) electing to terminate this Con  
384 tract and releasing Buyer and Seller from all further obligations under the Con  
385 tract if Seller is unable to timely cure defects, and Buyer does not waive the  
386 right to a refund of the Deposit, thereby releasing Buyer and Seller from the  
387 Contract.

388 **B. SURVEY:** If Survey discloses encroachments on the Real Property  
389 that encroach on setback lines, easements, or lands of others, or violate  
390 governmental regulations described in STANDARD A (i)(a), (b), (c), or (d), such  
391 matters, together with a copy of Survey, to Seller within 10 days of delivery of  
392 Survey or prior to Closing, whichever is earlier. If Buyer timely delivers such notice and Survey  
393 prior to Closing, Seller shall, at Buyer's request, execute an affidavit or other  
394 preparation of such prior survey, to the extent the affirmations are true.  
395 **C. INGRESS AND EGRESS:** Seller represents that there is  
396 no impediment to Buyer's ingress and egress to the Real Property.  
397

398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to  
400 closing, furnish to Buyer a copy of all lease agreements between  
401 tenant(s)/occupant(s) specifying nature and duration of occupancy  
402 and deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)").  
403 The same information shall be furnished by Seller to Buyer without  
404 charge. Seller shall also furnish to Buyer a copy of any affidavit of  
405 Seller's affidavit, if any, which may differ materially from Seller's repre-  
406 sentation in Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm  
407 to Seller within 5 days after receipt of such information, but no later than  
408 the date of Closing, their continued occupancy of the Real Property under  
409 this Contract and receive a refund of the Deposit, thereby releasing  
410 Seller from all obligations under this Contract. Seller shall, at Closing, deliver and assume  
411 all obligations thereunder.

412 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit  
413 concerning all liens or potential lienors known to Seller for work  
414 or repairs to the Real Property for 90 days immediately preceding  
415 the date of Closing. If the Real Property has been improved or repaired  
416 within that time, Seller shall deliver releases to Buyer of all liens held  
417 by general contractors, subcontractors, suppliers and materialmen.  
418 Seller shall furnish to Buyer the names of all such general contractors,  
419 subcontractors, suppliers and materialmen and the amounts of all  
420 charges for improvements or repairs which could serve as a basis  
421 for liens. Seller shall also furnish to Buyer a copy of all bills which  
422 have been paid or will be paid at Closing.

423 **F. TIME:** Calendar days shall be used in computing time periods.  
424 Other than time for acceptance and Effective Date as set forth in  
425 the Contract, whether preprinted, handwritten or otherwise, all time  
426 specified in this Contract, whether preprinted, handwritten or otherwise,  
427 shall begin on the day following the date specified and shall end on  
428 the day preceding the date specified. If any time period begins or ends  
429 on a Saturday, Sunday, or a national legal holiday (see definition of  
430 "Business Day"), it shall end on the next business day. If any time  
431 period begins or ends on a Saturday, Sunday, or a national legal  
432 holiday (see definition of "Business Day") and the next business day  
433 falls on a Saturday, Sunday, or a national legal holiday, the time period  
434 shall end on the day preceding the next business day. If any time  
435 period begins or ends on a Saturday, Sunday, or a national legal  
436 holiday (see definition of "Business Day") and the next business day  
437 falls on a Saturday, Sunday, or a national legal holiday, the time period  
438 shall end on the day preceding the next business day.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to  
440 perform any obligation under this Contract if such party is  
441 liable to each other for damages so long as performance or non-  
442 performance is prevented by Force Majeure. "Force Majeure" means:  
443 acts of God, including but not limited to earthquakes, floods,  
444 unusual transportation delays, wars, insurrections, and acts  
445 of terrorism; strikes, lockouts, and other labor disputes; and  
446 any other event beyond the control of the parties which  
447 prevents a party from performing its obligations under this  
448 Contract, provided, however, if such Force Majeure continues  
449 for more than 14 days beyond Closing Date, then either party may  
450 terminate this Contract by giving written notice to the other  
451 and the Deposit shall be refunded to Buyer, thus terminating  
452 all obligations under this Contract.

453 **H. CONVEYANCE:** Seller shall convey marketable title to  
454 the Real Property to Buyer by personal representative's, or guardian's  
455 deed, as appropriate, in the manner and form described in  
456 STANDARD A and those accepted by Buyer.

457 transferred by absolute bill of sale with warranty of title, subject  
458 to the conditions and restrictions contained in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURES**

Buyer's Initials

J P

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**STANDARDS FOR REAL ESTATE TRANSACTIONS**

439 (i) **LOCATION:** Closing will take place in the county where  
440 attorney or other closing agent ("Closing Agent") designated  
441 insurance, or, if no title insurance, designated by Seller. Closin  
442

442 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closi  
443 sale, certificate(s) of title or other documents necessary to  
444 affidavit(s), owner's possession and no lien affidavit(s), and a  
445 with paid receipts for all work done on the Property pursuant  
446 applicable the survey, flood elevation certification, and docum  
447

447 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLE**  
448 provides insurance against adverse matters pursuant to Secti  
449 procedure required by STANDARD J shall be waived, and C  
450 **closing funds**, disburse at Closing the brokerage fees to Brok  
451

451 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment  
452 for insurance against adverse matters as permitted under S  
453 escrow and closing procedures shall apply: (1) all Closing pro  
454 for a period of not more than 10 days after Closing; (2) if Sell  
455 of Buyer, Buyer shall, within the 10 day period, notify Seller in  
456 from date of receipt of such notification to cure the defect; (3)  
457 and all Closing funds paid by Buyer shall, within 5 days after w  
458 simultaneously with such repayment, Buyer shall return the F  
459 convey the Property to Seller by special warranty deed and  
460 demand for refund of the Deposit, Buyer shall take title as is, w  
461 defect except as may be available to Buyer by virtue of warrant  
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462 **K. PRORATIONS; CREDITS:** The following recurring items  
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of the day prior to Closing Date, or date of occupancy if occur

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of the day prior to Closing Date, or date of occupancy if occupied  
(including special benefit tax assessments imposed by a CDD  
and other expenses of Property. Buyer shall have option to assume  
assumable, in which event premiums shall be prorated. Cash  
be required by prorations to be made through day prior to Close  
be credited to Buyer. Escrow deposits held by Seller's mortgage  
based on current year's tax with due allowance made for m  
exemptions. If Closing occurs on a date when current year's r  
available, taxes will be prorated based upon such assesse  
assessment is not available, then taxes will be prorated on pr  
on the Real Property by January 1st of year of Closing, which  
of prior year, then taxes shall be prorated based upon prior y  
agreed upon between the parties, failing which, request shall  
informal assessment taking into account available exemptions  
either party's request, be readjusted upon receipt of current  
Closing.

479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS**

480 shall, upon reasonable notice, provide utilities service and a  
481 including a walk-through (or follow-up walk-through if necessary).

482 **M. RISK OF LOSS:** If, after Effective Date, but before Close  
483 ("Casualty Loss") and cost of restoration (which shall include  
484 not exceed 1.5% of Purchase Price, cost of restoration shall b  
485 pursuant to terms of this Contract. If restoration is not complet  
486 cost to complete restoration (not to exceed 1.5% of Purchase  
487 restoration exceeds escrowed amount, Seller shall pay such a  
488 Price). Any unused portion of escrowed amount shall be retur  
489 Purchase Price, Buyer shall elect to either take Property "as is"  
490 Deposit, thereby releasing Buyer and Seller from all further ob  
491 with respect to tree damage by casualty or other natural occur  
**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter i  
492 Closing or deferred) under Section 1031 of the Internal Re  
493 cooperate in all reasonable respects to effectuate the Exch  
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Buyer's Initials

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# STANDARDS FOR REAL ESTATE TRANSACTIONS

however, cooperating party shall incur no liability or expense contingent upon, nor extended or delayed by, such Exchange.

## O. CONTRACT NOT RECORDABLE; PERSONS BOUND

**EXECUTION:** Neither this Contract nor any notice of it shall be binding on, and inure to the benefit of, the parties and whenever the context permits, singular shall include plural and given by or to the attorney or broker (including such broker's agents) as effective as if given by or to that party. All notices must be delivered or electronic (including "pdf") media. A facsimile or email of any signatures hereon shall be considered for all purposes as valid as electronic signatures, as determined by Florida's Electronic Signature Law.

**P. INTEGRATION; MODIFICATION:** This Contract contains the entire agreement of Buyer and Seller with respect to the transaction contemplated herein. Any representations shall be binding upon Buyer or Seller unless otherwise provided. Any change in this Contract shall be valid or binding upon Buyer or Seller if it is in writing and is intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of any such right.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN:** Typewritten or handwritten provisions shall control all printed provisions of this Contract.

**S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means funds received, including Deposits, have become actually and finally due and payable to the Escrow Agent or Closing Agent. Closing and disbursement of funds may be delayed by Closing Agent until such amounts are collected from accounts.

**T. LOAN COMMITMENT:** "Loan Commitment" means a statement of the terms and conditions upon which the lender is willing to make a particular loan. Neither a pre-approval letter nor a prequalification letter shall be deemed a loan commitment.

**U. APPLICABLE LAW AND VENUE:** This Contract shall be governed by the laws of the State of Florida and venue for resolution of all disputes, whether by arbitration or litigation, shall be the county where the Real Property is located.

**V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT:** "Foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, includes any individual, corporation, partnership, trust, estate, association, joint venture, limited liability company, or other entity that is not a citizen or resident of the United States.

528            Foreign person" as defined by FIRPTA, Section 1445 of the  
529            property to withhold up to 15% of the amount realized by the  
530            to the Internal Revenue Service (IRS) unless an exemption is  
531            obtained a Withholding Certificate from the IRS authorizing  
532            complexity and potential risks of FIRPTA, Buyer and Seller  
533            compliance, particularly if an "exemption" is claimed on the sale.  
534            (i) No withholding is required under Section 1445 if the Seller  
535            proof of same from Seller, which may include Buyer's receipt  
536            signed under penalties of perjury, stating that Seller is not a  
537            taxpayer identification number and home address (or office address)  
538            26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the appropriate  
539            on the transfer and timely remit said funds to the IRS.  
540            (ii) If Seller has received a Withholding Certificate from the IRS  
541            withholding in this transaction and provides same to Buyer  
542            sum, if any required, and timely remit said funds to the IRS.  
543            (iii) If prior to Closing Seller has submitted a completed application  
544            has provided to Buyer the notice required by 26 CFR 1.1445-1  
545            received as of Closing, Buyer shall, at Closing, withhold the appropriate  
546            Seller on the transfer and, at Buyer's option, either (a) timely remit  
547            funds in escrow, at Seller's expense, with an escrow agent selected  
548            by the parties, to be subsequently disbursed in accordance with the  
549            remitted directly to the IRS if the Seller's application is rejected.  
550            (iv) In the event the net proceeds due Seller are not sufficient  
551            transaction, Seller shall deliver to Buyer, at Closing, the additional  
                  amount necessary.

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## STANDARDS FOR REAL ESTATE TRANSACTIONS

552            applicable requirement and thereafter Buyer shall timely remit  
553            disbursement in accordance with the final determination of the  
554            (v) Upon remitting funds to the IRS pursuant to this STANDARDS  
                  TRANSACTION, Seller shall deliver to Buyer, at Closing, the additional  
                  amount necessary.

**W. RESERVED****X. BUYER WAIVER OF CLAIMS:**

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**ADDENDA AND ADDITI**564\* **19. ADDENDA:** The following additional terms are included in the  
565 this Contract (**Check if applicable**):

- |  |  |
|--|--|
| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> K. RESERVED                           |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> L. RESERVED                           |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> M. Defective Drywall                  |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> N. Coastal Construction C             |
| <input type="checkbox"/> E. FHA/VA Financing       | <input type="checkbox"/> O. Insulation Disclosure              |
| <input type="checkbox"/> F. Appraisal Contingency  | <input checked="" type="checkbox"/> P. Lead Paint Disclosure ( |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> Q. Housing for Older Perso            |
| <input type="checkbox"/> H. Homeowners/Flood Ins.  | <input type="checkbox"/> R. Rezoning                           |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease              |

566\* **20. ADDITIONAL TERMS:** Seller to allow Buyer access to prop

567 Seller and Buyer agree that inspection period shall be in bu

568 Seller agrees to allow Closing Agent to extend closing date

569 marketable title.

570 Closing agent will be Independent Title of Fort Lauderdale, I

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582  
583 **COUNTER-OFFER/RE**

- 584\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer  
585 deliver a copy of the acceptance to Seller).  
586\*  Seller rejects Buyer's offer.

587 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRA**  
588 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

589 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALT**

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594 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARG  
595 BE COMPLETED.  
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Buyer: Jay Prates

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Buyer:

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Seller:

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Seller:

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Buyer's address for purposes of notice

libertytrustgroup@gmail.com

954-544-7243

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**BROKER:** Listing and Cooperating Brokers, if any, named below to compensation in connection with this Contract. Instruction to C to disburse at Closing the full amount of the brokerage fees as sp parties and cooperative agreements between the Brokers, except escrowed funds. This Contract shall not modify any MLS or other Broker to Cooperating Brokers.

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Eduardo Blanco

**Cooperating Sales Associate, if any**

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618

**Cooperating Broker, if any**

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BANK OF AMERICA NA; SHELL  
JAY PARTEEK

28360 SW 163RD AVE MIAMI FL 33033

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02/14/2017

JAY PARTEEK

