

"AS IS" Residential Contract
For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY
THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** MERVIN HORWITZ REV TR
2* and JAY PARTEEK
3 agree that Seller shall sell and Buyer shall buy
4 (collectively "Property") pursuant to the terms and
5 Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: 4605 NW 48TH S
8* (b) Property is located in: BROWARD Co
9* (c) Real Property: The legal description is
10 Legal Description as Shown in Pub

11
12 together with all existing improvements and
13 attached wall-to-wall carpeting and flooring
14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Part
16 which are owned by Seller and existing on
17 purchase: range(s)/oven(s), refrigerator(s),
18 drapery rods and draperies, blinds, window
19 gate and other access devices, and storm s
20* Other Personal Property items included in the

21
22 Personal Property is included in the Purchase

- 23* (e) The following items are excluded from the purchase

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25 **PURCHASE PRICE**

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

- 27* (a) Initial deposit to be held in escrow in the amount of
28 The initial deposit made payable and delivered to the Buyer
29* **(CHECK ONE):** (i) ☐ accompanies offer or contract
30 blank, then 3) days after Effective Date. IF N

31 **OPTIONAL: ("") SHALL BE DEEMED SELECTED**

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OPTION (ii) SHALL BE DEEMED SELECTED
Escrow Agent Information: Name: _____
Address: 2929 E. Commercial Blvd, Ste
Phone: 954.493.8288 E-mail: Jim@lr

- (b) Additional deposit to be delivered to Escrow _____
days after Effective Date
(All deposits paid or agreed to be paid, are c
- (c) Financing: Express as a dollar amount or pe
- (d) Other: _____
- (e) Balance to close (not including Buyer's clos
- transfer or other **COLLECTED** funds

NOTE: For the definition of "COLLECTION"

3. TIME FOR ACCEPTANCE OF OFFER AND CO

- (a) If not signed by Buyer and Seller, and
2 days, this offer sha
- to Buyer. Unless otherwise stated, time for
- day the counter-offer is delivered.
- (b) The effective date of this Contract shall be
- initialed and delivered this offer or final cour

4. CLOSING DATE: Unless modified by other pro

and the closing documents required to be furn
("Closing") on _____ or about 10/27/2016

Buyer's Initials JP

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5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing fu
- to Consumer Financial Protection Bureau C
- then Closing Date shall be extended for suc
- period shall not exceed 10 days.
- (b) If extreme weather or other condition or ev

disruption of utilities or other services es

60 disruption of utilities or other services essential to the Property, or the Seller's obligation of insurance, to become unavailable prior to Closing after restoration of utilities and other services. Flood or Homeowners' insurance. If restoration not occurred within _____ (if left blank, then 30 days) after Closing, Seller shall release this Contract by delivering written notice to Buyer, releasing Buyer and Seller from all further obligations under this Contract.

66 **6. OCCUPANCY AND POSSESSION:**

67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall deliver possession of the Property to Buyer free of tenants, occupants, and encumbrances. Seller shall remove all personal items and trash from the Property, provide access devices and codes, as applicable, and Seller shall assume all risks of loss to the Property from that date, and shall be deemed to have taken occupancy at the time of taking occupancy.

74* (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO A LEASE(S)** subject to a lease(s) after Closing or is intended to be subject to a lease(s). The facts and terms thereof shall be disclosed in writing to Buyer and be delivered to Buyer, all within 5 days after Closing. If Seller elects that the lease(s) or terms of occupancy are not to be disclosed, Seller's delivery of written notice of such election to Buyer shall constitute acceptance, and Buyer shall be refunded the Deposit then held by Seller under this Contract. Estoppel Letter(s) and Seller's obligation to deliver the Property is intended to be occupied by Seller after Closing.

83* **7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign this Contract; ☐ may assign but not be released from obligations under this Contract.

87 **8. FINANCING:**

88* ☒ (a) Buyer will pay cash for the purchase of the Property, releasing Buyer's obligation to close. If Buyer obtains a loan, Seller shall acknowledge that any terms and conditions in the loan agreement shall not affect or extend the Buyer's obligation to close on the Effective Date.
92* ☐ (b) This Contract is contingent upon Buyer obtaining a loan of ☐ VA or ☐ other _____ (describe) _____
94* days after Effective Date ("Loan Commitment Date"). The loan shall be an adjustable rate loan in the Loan Amount (See Paragraph 6) (if left blank, then prevailing rate based upon the prime rate plus _____ then 30) years ("Financing").

Buyer shall make mortgage loan application for the Loan Commitment by the Effective Date and use good faith and diligent effort to obtain the Loan Commitment ("Loan Commitment") and thereafter to close this Contract. Buyer shall maintain the status of mortgage loan application and Loan Commitment and shall notify the Lender to disclose such status and progress to Seller.

Upon Buyer's receipt of Loan Commitment, Buyer shall close this Contract upon receipt of Loan Commitment by Loan Commitment, or
the earlier of:

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(i.) Buyer's delivery of written notice to Seller of Buyer's intent to waive the financing contingency (see Paragraph 8(b) (i))

(ii.) 7 days prior to the Closing Date specified in Paragraph 8(b) (ii), shall not be modified by Paragraph 8(b) (ii).

If either party timely cancels this Contract pursuant to Paragraph 8(b) (i) or (ii) of this Contract, Buyer shall be refunded the Deposit and shall be released from all obligations under this Contract. If neither party cancels this Contract, then this financing contingency shall be deemed waived.

If Buyer delivers written notice of receipt of Loan Commitment to Seller prior to close, the Deposit shall be paid to Seller unless the conditions of the Loan Commitment have not been met (see Paragraph 8(b) (i) of the provisions of this Contract); (3) appraisal of the property is not satisfactory of the Loan Commitment; or (4) the loan is not approved by the Lender, then the Deposit shall be returned to Buyer, thereby terminating this Contract.

☐ (c) Assumption of existing mortgage (see rider to Loan Commitment)

☐ (d) Purchase money note and mortgage to Seller

9. CLOSING COSTS; TITLE INSURANCE; SURV**(a) COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed
- 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 (ii) is checked)

If, prior to Closing, Seller is unable to meet the above obligations, Seller shall pay a sum equal to 125% of estimated costs to meet the above obligations at Closing. If actual costs to meet the AS IS obligations exceed the sum, Seller shall pay such actual costs. Any unused portion of the sum shall be refunded to Buyer.

(b) COSTS TO BE PAID BY BUYER:

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

(c) TITLE EVIDENCE AND INSURANCE: At least 5 (

then 5) days prior to Closing Date ("Title Evidence") Seller shall provide to Buyer a Florida licensed title insurer, with legible copy of the title insurance policy ("Title Insurance Commitment") and, after Closing, an owner's policy of title insurance shall be obtained and delivered to Buyer. If Seller has a copy shall be furnished to Buyer and Closing Agent. The title insurance policy premium, title search and closing services shall be set forth below. The title insurance premium shall be calculated and allocated in accordance with the requirements of the mandated closing disclosures and other closing documents.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent to pay the title insurance premium for Buyer's lender's policy and endorsements and loan closing, which are to be provided by the provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent to pay the title insurance services related to Buyer's lender's policy, e

☒ (iii) **[MIAMI-DADE/BROWARD REGIONAL TITLE INSURANCE]**

policy of title insurance or other evidence of title

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evidence, which is acceptable to Buyer's title insurance company and (C) municipal lien search. Buyer shall pay the cost of the Buyer's owner's policy, and if applicable, Easement Insurance, not less than \$ _____ (if left blank, the cost shall be as performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Date, the Property shall be surveyed and certified by a registered Florida Surveyor. If the Property, a copy shall be furnished to Buyer.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer shall select a home warranty plan provides for repair or replacement of major appliances in the event of breakdown due to normal wear and tear.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall disclose whether ("public body" does not include a Condominium Association) (i) the amount of the assessment(s) ratified before Closing; and (ii) the amount of the assessment(s) for improvement which is substantially completed or in progress imposed on the Property before Closing. Buyer shall pay the assessment(s) to be paid in installments (**CHECK ONE**):

☐ (a) Seller shall pay installments due prior to Closing. Installments prepaid or due for the year of Closing shall be paid at Closing.

☒ (b) Seller shall pay the assessment(s) in full at Closing. IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL APPLY.

This Paragraph 9(f) shall not apply to a special assessment (CDD) pursuant to Chapter 190, F.S., which provides that the assessment shall be paid in installments.

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas. If sufficient quantities, may present health risks. If radon levels exceed federal and state guidelines have been established, the seller shall disclose the results of the radon test and the radon and radon testing may be obtained from a qualified radon professional.

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- (b) **PERMITS DISCLOSURE:** Except as may be disclosed in writing, Seller does not know of any improvements or made pursuant to permits which have not been obtained from the appropriate governmental authority.
- (c) **MOLD:** Mold is naturally occurring and may be present in the Property. Buyer may request or desires additional information regarding mold testing and/or remediation.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATE:** If the Property is in a Special Flood Hazard zone the Property is in, whether flood insurance is required or not, Seller is improving the Property and rebuilding in the event of destruction under the "Coastal Barrier Resources Act" designation of the Federal Emergency Management Agency and Wildlife Service under the Coastal Barrier Resources Act, and /or flood insurance rating purposes is required to provide flood insurance coverage through the National Flood Insurance Program. Pursuant to §4012a, Buyer may terminate this Contract within (ten 10) days after Effective Date, and Buyer shall be released from all further obligations under this Contract. Seller shall provide buildings and flood zone designation of the Property and additional fees or adjust premiums for property taxes (residential structures in which the insured is required to provide an elevation certificate may be required for actual coverage).
- (e) **ENERGY BROCHURE:** Buyer acknowledges that the Energy Brochure required by Section 553.996, F.S., has been provided.
- (f) **LEAD-BASED PAINT:** If Property includes lead-based paint, disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** Seller shall provide the CONTRACT UNTIL BUYER HAS REVIEWED THE ASSOCIATION/COMMUNITY DISCLOSURE.

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- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** Seller shall provide a summary of PROPERTY TAXES AS THE AMOUNT OF TAXES TO PAY IN THE YEAR SUBSEQUENT TO

TO PAY IN THE YEAR SUBSEQUENT
IMPROVEMENTS TRIGGERS REASSES
HIGHER PROPERTY TAXES. IF YOU HA
THE COUNTY PROPERTY APPRAISER'S

- (i) **FIRPTA TAX WITHHOLDING:** Seller shall
the Foreign Investment in Real Property T
which may require Seller to provide additio
provide Buyer, at or prior to Closing, a certi
Buyer and Closing Agent that no withholding
to FIRPTA. Buyer and Seller are advised
rights, obligations, reporting and withholding
(j) **SELLER DISCLOSURE:** Seller knows of r
are not readily observable and which hav
preceding sentence, Seller extends and inte
express or implied, as to the physical cond
writing Seller has received no written or
currently uncorrected building, environment

PROPERTY MAINTENANCE, CO

- 11. PROPERTY MAINTENANCE:** Except for ordin
Property, including, but not limited to, lawn, shrub
IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCE

- (a)

as

- (b) **WALK-THROUGH INSPECTION/RE-INSP**
prior to time of Closing, as specified by Bu

(and follow-up walk-through, if necessary)
Personal Property are on the Property and t
AS IS Maintenance Requirement and has m
(c) **SELLER ASSISTANCE AND COOPERA**
inspection of the Property identifies open
Buyer all plans, written documentation or
relating to improvements to the Property w
promptly cooperate in good faith with Buyer
resolve such Permit issues. Seller's oblig
authorizations, consents, or other documen
of such repairs or work prepared, but in fu
become obligated to expend, any money.

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(d) **ASSIGNMENT OF REPAIR AND TREATM**
cost, Seller will, at Closing, assign all assign
to Buyer.

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13. ESCROW AGENT: Any Closing Agent or Escr
and other items is authorized, and agrees by ac
within the State of Florida and, subject to **COLI**
of this Contract. Failure of funds to become **CO**
demands for the Deposit are received, or Age
may take such actions permitted by this Paragr
or liabilities under this Contract, Agent may, at
until the parties agree to its disbursement or
determine the rights of the parties, or Agent ma

285 of the dispute. An attorney who represents a
286 action. Upon notifying all parties concerned of
287 except to the extent of accounting for any ite
288 broker, Agent will comply with provisions of C
289 escrow disputes through mediation, arbitration,
290 Any proceeding between Buyer and Seller whe
291 or in any proceeding where Agent interpleads
292 attorney's fees and costs incurred, to be paid
293 Agent shall not be liable to any party or person
294 due to Agent's willful breach of this Contract or
or termination of this Contract.

295 **14. PROFESSIONAL ADVICE; BROKER LIABILITY**

296 square footage, and all other facts and represe
297 professionals for legal, tax, environmental, and
298 and the transaction contemplated by this Contra
299 Property and that all representations (oral, writt
300 public records. **BUYER AGREES TO RELY ON
301 GOVERNMENTAL AGENCIES FOR VERIFICATION OF
302 FACTS THAT MATERIALLY AFFECT PROPERTY
303 WRITTEN OR OTHERWISE) OF BROKER.**

304 individually indemnifies, holds harmless, and
305 employees from all liability for loss or damage,
306 at all levels, suffered or incurred by Broker and
307 with or arising from claims, demands or causes
308 information provided by the Indemnifying Party
309 failure to perform contractual obligations; (iii) B
310 beyond the scope of services regulated by
311 recommendation or retention of any vendor f
312 provided by any such vendor for, or on behal
313 vendor. Buyer and Seller each assumes full res
314 and paying their other costs under this Contract
315 relieve Broker of statutory obligations under Ch
316 Broker will be treated as a party to this Contra
317 Contract.

318 **DEFAULT AND REMEDY**

319 **15. DEFAULT:**

320 (a) **BUYER DEFAULT:** If Buyer fails, neglect
321 including payment of the Deposit, within t
322 Deposit for the account of Seller as agree
323 Contract, and in full settlement of any claim

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obligations under this Contract, or Seller, at
to enforce Seller's rights under this Contract.

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default by Buyer, shall be split equally between
Cooperating Broker's share shall not be greater than
pay to Cooperating Broker.

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- (b) **SELLER DEFAULT:** If for any reason other than
reasonable diligent effort, Seller fails, neglects or
omits to perform any obligation under this Contract, Buyer
may elect to receive return of Buyer's earnest money
from Seller's breach, and, pursuant to Paragraph 15, the
performance.

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This Paragraph 15 shall survive Closing or termination of this Contract.

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- 16. DISPUTE RESOLUTION:** Unresolved controversy between
Seller arising out of, or relating to, this Contract shall be
settled as follows:

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- (a) Buyer and Seller will have 10 days after the date of Closing to
resolve such Dispute, failing which, Buyer and Seller shall be bound by
16(b).

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- (b) Buyer and Seller shall attempt to settle Dispute through mediation.
Rules for Certified and Court-Appointed Mediators shall apply.
The mediator must be certified or must have been approved by the
sought without first complying with this Paragraph. If the Dispute
may be resolved by instituting action in the courts, the Dispute
16 shall survive Closing or termination of this Contract.

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- 17. ATTORNEY'S FEES; COSTS:** The parties will be responsible for their own
by this Contract, and each party will pay their own costs of
conducting the mediation. In any litigation proceeding, the prevailing party
recover from the non-prevailing party costs and attorney's fees incurred in
the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

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STANDARDS FOR REAL ESTATE

18. STANDARDS:**A. TITLE:****(i) TITLE EVIDENCE; RESTRICTIONS; EA**

Paragraph 9(c), the Title Commitment, with leg shall be issued and delivered to Buyer. The Ti Seller at or before Closing and shall provide th insurance in the amount of the Purchase Price Real Property, subject only to the following ma use restrictions, prohibitions and requirements appearing on the Plat or otherwise common t record without right of entry; (d) unplatted publ lines and not more than 10 feet in width as to r for year of Closing and subsequent years; and additional items, attach addendum); provided, th If there exists at Closing any violation of items defect. Marketable title shall be determined acc Florida Bar and in accordance with law.

(ii) TITLE EXAMINATION: Buyer shall have 5 Seller in writing specifying defect(s), if any, that it is delivered to Buyer less than 5 days prior t date of receipt to examine same in accordance after receipt of Buyer's notice to take reasona Seller, Buyer shall be deemed to have accepted will deliver written notice to Buyer (with proof c will close this Contract on Closing Date (or if c Seller's notice). If Seller is unable to cure de expiration of Cure Period, deliver written notice exceed 120 days within which Seller shall contin ("Extended Cure Period"); or (b) electing to ac

Buyer's Initials

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Date (or if Closing Date has passed, within the receipt of Seller's notice), or (c) electing to terminate, releasing Buyer and Seller from all further obligations. If Seller is unable to timely cure defects, and Buyer does not elect to terminate, Seller shall receive a refund of the Deposit, thereby terminating this Contract.

B. SURVEY: If Survey discloses encroachment on or encroach on setback lines, easements, or land use restrictions or governmental regulations described in STANDARD CONTRACT, Seller shall, within 10 days of such matters, together with a copy of Survey, to Buyer, if Closing is more than Closing. If Buyer timely delivers such notice, Seller shall, if Survey shall constitute a title defect, subject to the results of a prior survey, Seller shall, at Buyer's request, prepare a new survey, or preparation of such prior survey, to the extent that Seller is not responsible.

C. INGRESS AND EGRESS: Seller represents and warrants that the Real Property is insurable in accordance with the policy of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, provide to Buyer a list of all tenant(s)/occupant(s) specifying nature and duration of lease, and deposits paid by tenant(s) or occupant(s) ("Estop Clause"). If the same information shall be furnished by Seller to Buyer, and Buyer may thereafter contact tenant(s) or occupant(s) to verify Seller's affidavit, if any, differ materially from the information provided in Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to provide to Seller within 5 days after receipt of such information, Seller shall, at Closing, receive a refund of the Deposit, and Seller shall, under this Contract. Seller shall, at Closing, discharge all obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing a statement, claims of lien or potential lienors known to Seller, and repairs to the Real Property for 90 days immediately after Closing. If improved or repaired within that time, Seller shall, at Closing, provide general contractors, subcontractors, suppliers, and vendors, and names of all such general contractors, subcontractors, suppliers, and charges for improvements or repairs which could not be paid or have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time for acceptance and Effective Date of this Contract.

420 dates specified in this Contract, whether preprint
421 occur on a Saturday, Sunday, or a national legal
422 Property is located) of the next business day.

423 **G. FORCE MAJEURE:** Buyer or Seller shall not be
424 liable to each other for damages so long as performance
425 or prevented by Force Majeure. "Force Majeure" means
426 unusual transportation delays, wars, insurrection, or other
427 diligent effort, the non-performing party is unable to perform,
428 including Closing Date, will be extended for the period of the
429 Contract, provided, however, if such Force Majeure event lasts
430 than 14 days beyond Closing Date, then either party may terminate
431 the other and the Deposit shall be refunded to the party who
432 obligations under this Contract.

433 **H. CONVEYANCE:** Seller shall convey marketable title to Buyer
434 personal representative's, or guardian's deed, if required, and
435 described in STANDARD A and those accepted by Buyer, shall be
436 transferred by absolute bill of sale with warranty of title, and shall
437 this Contract.

438 **I. CLOSING LOCATION; DOCUMENTS; AND OTHER MATTERS:**

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STANDARDS FOR REAL ESTATE

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

442 (ii) **CLOSING DOCUMENTS:** Seller shall at closing provide to Buyer
443 sale, certificate(s) of title or other document(s) of title, and
444 affidavit(s), owner's possession and no lien affidavit, and
445 with paid receipts for all work done on the Property, and shall
446 applicable the survey, flood elevation certification, and other documents.

447 (iii) **PROCEDURE:** The deed shall be recorded in the public records
448 provides insurance against adverse matters pursuant to the provisions of the

procedure required by STANDARD J shall be to
closing funds, disburse at Closing the brokerage
J. ESCROW CLOSING PROCEDURE: If Title
for insurance against adverse matters as per
escrow and closing procedures shall apply: (1)
for a period of not more than 10 days after Clos
of Buyer, Buyer shall, within the 10 day period,
from date of receipt of such notification to cure
and all Closing funds paid by Buyer shall, within
simultaneously with such repayment, Buyer sha
convey the Property to Seller by special warr
demand for refund of the Deposit, Buyer shall ta
defect except as may be available to Buyer by v
K. PRORATIONS; CREDITS: The following re
of the day prior to Closing Date, or date of occu
(including special benefit tax assessments impo
and other expenses of Property. Buyer sha
assumable, in which event premiums shall be p
be required by prorations to be made through d
be credited to Buyer. Escrow deposits held by
based on current year's tax with due allowanc
exemptions. If Closing occurs on a date when c
available, taxes will be prorated based upon
assessment is not available, then taxes will be
on the Real Property by January 1st of year of
of prior year, then taxes shall be prorated base
agreed upon between the parties, failing which
informal assessment taking into account availa
either party's request, be readjusted upon rec
Closing.
L. ACCESS TO PROPERTY TO CONDUCT
shall, upon reasonable notice, provide utilities
including a walk-through (or follow-up walk-thro
M. RISK OF LOSS: If, after Effective Date, b
("Casualty Loss") and cost of restoration (whic
not exceed 1.5% of Purchase Price, cost of res
pursuant to terms of this Contract. If restoration
cost to complete restoration (not to exceed 1.5%
restoration exceeds escrowed amount, Seller s
Price). Any unused portion of escrowed amount

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Purchase Price, Buyer shall elect to either take
Deposit, thereby releasing Buyer and Seller from
with respect to free damage by casualty or other
N. 1031 EXCHANGE: If either Seller or Buyer
Closing or deferred) under Section 1031 of
cooperate in all reasonable respects to effect

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STANDARDS FOR REAL ESTATE

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however, cooperating party shall incur no liability
contingent upon, nor extended or delayed by, s
O. CONTRACT NOT RECORDABLE; PER
EXECUTION: Neither this Contract nor any not
be binding on, and inure to the benefit of, t
Whenever the context permits, singular shall in
given by or to the attorney or broker (including s
as effective as if given by or to that party. All
delivery or electronic (including "pdf") media. A
any signatures hereon shall be considered for a
of electronic signatures, as determined by Florid
P. INTEGRATION; MODIFICATION: This Con
of Buyer and Seller with respect to the transa
representations shall be binding upon Buyer o
change in this Contract shall be valid or binding
intended to be bound by it.
Q. WAIVER: Failure of Buyer or Seller to insist
Contract, or to take advantage of any right unde
rights.
R. RIDERS; ADDENDA; TYPEWRITTEN OR
or handwritten provisions shall control all printed
S. COLLECTION or COLLECTED: "COLLE

received, including Deposits, have become
Escrow Agent or Closing Agent. Closing and
may be delayed by Closing Agent until
accounts.

T. LOAN COMMITMENT: "Loan Commitment
conditions upon which the lender is willing to make
pre-approval letter nor a prequalification letter shall be required."

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 shall be in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY:

"foreign person" as defined by FIRPTA, Section 6039C of the Internal Revenue Code, shall withhold tax on the sale of real property to withhold up to 15% of the amount realized from the sale of the property to the Internal Revenue Service (IRS) unless a withholding certificate is obtained from the IRS. Due to the complexity and potential risks of FIRPTA, Buyer shall ensure compliance, particularly if an "exemption" is claimed.

(i) No withholding is required under Section 1445 if Buyer obtains written proof of same from Seller, which may include a copy of the Seller's tax return signed under penalties of perjury, stating that the Seller is not a foreign person, taxpayer identification number and home address, and a copy of 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the tax on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS, Buyer shall withhold the tax on the transfer and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a copy of the Seller's tax return to Buyer, has provided to Buyer the notice required by 26 CFR 1.1445-2(b), and Buyer has received as of Closing, Buyer shall, at Closing, withhold the tax on the transfer and, at Buyer's option, either remit the funds in escrow, at Seller's expense, with an escrow agreement entered into by the parties, to be subsequently disbursed in accordance with the terms of the escrow agreement, or remit the funds directly to the IRS if the Seller's application for a withholding certificate is pending.

(iv) In the event the net proceeds due Seller from the sale of the Real Property in this transaction, Seller shall deliver to Buyer, at Closing, the net proceeds due Seller from the sale of the Real Property in this transaction, less the amount of the tax withheld by Buyer, to be subsequently disbursed in accordance with the terms of the escrow agreement.

Buyer's Initials

J P

STANDARDS FOR REAL ESTATE

applicable requirement and thereafter Buyer shall
disbursement in accordance with the final determination
(v) Upon remitting funds to the IRS pursuant to
8288 and 8288-A, as filed.

W. RESERVED
X. BUYER WAIVER OF CLAIMS:

ADDENDA

19. ADDENDA: The following additional terms are included in
this Contract (Check if applicable):

- | | |
|--|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVATION OF TITLE |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVATION OF TITLE |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Title |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Community |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation |
| <input type="checkbox"/> F. Appraisal Contingency | <input checked="" type="checkbox"/> P. Lead Paint |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing Code |
| <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 |

20. ADDITIONAL TERMS: Seller to allow Buyer a
Seller and Buyer agree that inspection period
Seller agrees to allow Closing Agent to extend
marketable title.
Closing agent will be Independent Title of Fort

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COUNTER

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☐ Seller counters Buyer's offer (to accept the counter offer, Seller must
deliver a copy of the acceptance to Seller).

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☐ Seller rejects Buyer's offer.

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE SEEK THE

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ADVISE OF AN ATTORNEY PRIOR TO SIGNING.

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THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS ASSOCIATION

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AN ASTERISK (*) FOLLOWING A LINE NUMBER INDICATES A LINE THAT MUST BE COMPLETED.

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Buyer: Jay Pratis

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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
libertytrustgroupllc@gmail.com
415-573-6448

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BROKER: Listing and Cooperating Brokers, if any,
to compensation in connection with this Contract. In
to disburse at Closing the full amount of the broker
parties and cooperative agreements between the Br
escrowed funds. This Contract shall not modify an
Broker to Cooperating Brokers.

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Keith P. Mahl
Cooperating Sales Associate, if any

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Cooperating Broker, if any

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MERVIN HORWITZ

JAY PARTEEK

4605 NW 48TH ST TAMARAC FL 33319

J P

☐☐

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x

INDEPE
OF I

09/23/2016

JAY PART

