

# "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 the following  
4 (collectively "Property") pursuant to the terms and conditions  
5 Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7\* (a) Street address, city, zip: 4605 NW 48TH ST TAMARAC  
8\* (b) Property is located in: BROWARD County, Florida.  
9\* (c) Real Property: The legal description is  
Legal Description as Shown in Public Records

10  
11  
12 together with all existing improvements and fixtures, in  
13 attached wall-to-wall carpeting and flooring ("Real Propert  
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  
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s)  
18 drapery rods and draperies, blinds, window treatments,  
19 gate and other access devices, and storm shutters/panels  
20\* Other Personal Property items included in this purchase are  
21  
22

- 23\* (e) The following items are excluded from the purchase:  
24

## PURCHASE PRICE AND TERMS

25  
26\* **2. PURCHASE PRICE (U.S. currency):** .....

- 27\* (a) Initial deposit to be held in escrow in the amount of (**check**  
28 The initial deposit made payable and delivered to "Escrow  
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 Lau  
34\* Phone: 954.493.8288 E-mail: Jim@IndyTitleFTL.c
- 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 ref  
38\* (c) Financing: Express as a dollar amount or percentage ("Lc  
39\* (d) Other: \_\_\_\_\_  
40 (e) Balance to close (not including Buyer's closing costs, pre  
41\* transfer or other **COLLECTED** funds .....  
42 **NOTE: For the definition of "COLLECTION" or "COLL**  
43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFF**  
44 (a) If not signed by Buyer and Seller, and an execu  
45\* 2 days, this offer shall be deemed  
46 to Buyer. Unless otherwise stated, time for acceptance c  
47 day the counter-offer is delivered.  
48 (b) The effective date of this Contract shall be the date when  
49 initialed and delivered this offer or final counter-offer ("Effect  
50 **4. CLOSING DATE:** Unless modified by other provisions of this  
51 and the closing documents required to be furnished by each  
52\* ("Closing") on or about 10/27/2016 ("Closing

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 Buy  
55      to Consumer Financial Protection Bureau Closing Disclo  
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 constituti  
59      disruption of utilities or other services essential for Clc  
60      insurance, to become unavailable prior to Closing, Closin  
61      after restoration of utilities and other services essential to  
62      Flood or Homeowners' insurance. If restoration of such i  
63\*     not occurred within \_\_\_\_\_ (if left blank, then 14) days  
64      this Contract by delivering written notice to the other part  
65      releasing Buyer and Seller from all further obligations und

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 fi  
69      removed all personal items and trash from the Propert  
70      access devices and codes, as applicable, to Buyer. If c  
71      assumes all risks of loss to the Property from date i  
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)**  
75      subject to a lease(s) after Closing or is intended to be rer  
76      facts and terms thereof shall be disclosed in writing by Se  
77      be delivered to Buyer, all within 5 days after Effective D  
78      that the lease(s) or terms of occupancy are not accepta  
79      delivery of written notice of such election to Seller within  
80      and Buyer shall be refunded the Deposit thereby releasin  
81      this Contract. Estoppel Letter(s) and Seller's affidavit shal  
82      is intended to be occupied by Seller after Closing, see Ric

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

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  
affect or extend the Buyer's obligation to close or otherwise af  
92\*  (b) This Contract is contingent upon Buyer obtaining a wr  
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 credit  
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 s  
101 status of mortgage loan application and Loan Commitment a  
102 lender to disclose such status and progress to Seller and Bro  
103

104 Upon Buyer's receipt of Loan Commitment, Buyer shall provi  
105 receive Loan Commitment by Loan Commitment Date, then t  
106 **the earlier of:**

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- 108 (i.) Buyer's delivery of written notice to Seller that Bu  
109 to waive the financing contingency of this Contract  
110 (ii.) 7 days prior to the Closing Date specified in Para  
111 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 c  
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 clo  
117 conditions of the Loan Commitment have not been met (e  
118 provisions of this Contract); (3) appraisal of the Property obt  
119 of the Loan Commitment; or (4) the loan is not funded due to  
120 the Deposit shall be returned to Buyer, thereby releasing Bu  
121 Contract.

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

## 124 CLOSING COSTS, FEES AND EXPENSES

### 125 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME MAINTENANCE

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

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

131 If, prior to Closing, Seller is unable to meet the AS IS Maintenanc  
132 a sum equal to 125% of estimated costs to meet the AS IS Maintenanc  
133 Closing. If actual costs to meet the AS IS Maintenance are less than  
134 pay such actual costs. Any unused portion of escrowed amounts will be  
135

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

- 136 • Taxes and recording fees on notes and mortgages
- 137 • Recording fees for deed and financing statements
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 139 • Survey (and elevation certification, if required)
- 140 • Lender's title policy and endorsements
- 141 • HOA/Condominium Association application/transfer fees

- 142                   • Municipal lien search (if Paragraph 9(c) (ii) is checked)  
143\*  
144\*                • Other:  
(c) **TITLE EVIDENCE AND INSURANCE:** At least 5 (i  
145                   then 5) days prior to Closing Date ("Title Evidence De  
146                   Florida licensed title insurer, with legible copies of instru  
147                   Commitment") and, after Closing, an owner's policy of tit  
148                   obtained and delivered to Buyer. If Seller has an owner's  
149                   a copy shall be furnished to Buyer and Closing Agent \  
150                   policy premium, title search and closing services (collectiv  
151                   set forth below. The title insurance premium charges fo  
152                   calculated and allocated in accordance with Florida law,  
153                   mandated closing disclosures and other closing documen  
154                   **(CHECK ONE):**  
155\*                   (i) Seller shall designate Closing Agent and pay for O  
156                   premium for Buyer's lender's policy and charges for  
157                   endorsements and loan closing, which amounts shall I  
158                   provider(s) as Buyer may select; or  
159\*                   (ii) Buyer shall designate Closing Agent and pay for C  
160                   services related to Buyer's lender's policy, endorsements  
161\*                   (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISI**  
162                   policy of title insurance or other evidence of title and pa

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163                   evidence, which is acceptable to Buyer's title insurance  
164                   and (C) municipal lien search. Buyer shall obtain and  
165                   Buyer's owner's policy, and if applicable, Buyer's lender  
166

than \$

(if left blank than \$200.00)

- 167                          ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 168                          ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 169                          ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 170                          ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 171\*                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 172\*                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 173                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 174                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 175                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 176                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 177                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 178                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 179                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 180                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
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- 182                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 183\*                      ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 184                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 185                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 186                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- 187                        ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171\*~~ ~~172\*~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181\*~~ ~~182~~ ~~183\*~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~
- (d) **SURVEY:** On or before Title Evidence Deadline, Buyer surveyed and certified by a registered Florida surveyor. Property, a copy shall be furnished to Buyer and Closing.
- (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  at: warranty plan provides for repair or replacement of many appliances in the event of breakdown due to normal wear.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: ("public body" does not include a Condominium or Homeowners Association) (i) the amount of the public improvement which is substantially complete as of Effective Date imposed on the Property before Closing. Buyer shall pay 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  (b) Seller shall pay the assessment(s) in full prior to or IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL APPLY. This Paragraph 9(f) shall not apply to a special benefit to (CDD) pursuant to Chapter 190, F.S., which lien shall be removed at closing.

## DISCLOSURE

### 10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas. In sufficient quantities, may present health risks to persons. Exceeding federal and state guidelines have been found in homes. Radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed, 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 should contact the county health department.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is responsible for determining the flood zone the Property is in, whether flood insurance is required, and for improving the Property and rebuilding in the event of a flood.

201  
202 or Coastal Barrier Resources Act designated area or c  
203 and Wildlife Service under the Coastal Barrier Resources  
204 and /or flood insurance rating purposes is below minimum  
205\* coverage through the National Flood Insurance Program  
206 §4012a, Buyer may terminate this Contract by delivering  
207 then 20) days after Effective Date, and Buyer shall be  
208 Seller from all further obligations under this Contract,  
209 buildings and flood zone designation of Property. The  
210 additional fees or adjust premiums for pre-Flood Insurance  
211 (residential structures in which the insured or spouse do  
elevation certificate may be required for actuarial rating.

- 212 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt  
213 Brochure required by Section 553.996, F.S.  
214 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 re  
215 mandatory.  
216 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE  
CONTRACT UNTIL BUYER HAS RECEIVED  
ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLIC**

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- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER'S  
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 QU  
224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR  
225
- (i) **FIRDTA TAX WITHHOLDING:** Seller shall inform Buyer

226                (i) ~~shall not withhold any amount from the purchase price or~~  
227                the Foreign Investment in Real Property Tax Act ("FIRPTA")  
228                which may require Seller to provide additional cash at Closing  
229                to Buyer, at or prior to Closing, a certification of no  
Buyer and Closing Agent that no withholding is required.  
230                to FIRPTA. Buyer and Seller are advised to seek legal  
231                rights, obligations, reporting and withholding requirements  
232                (j) **SELLER DISCLOSURE:** Seller knows of no facts material  
233                are not readily observable and which have not been disclosed  
234                preceding sentence, Seller extends and intends no warranty  
235                express or implied, as to the physical condition or history  
236                writing Seller has received no written or verbal notice  
237                currently uncorrected building, environmental or safety conditions.

## 238                                  **PROPERTY MAINTENANCE, CONDITION, INSPECTION**

239                **11. PROPERTY MAINTENANCE:** Except for ordinary wear and  
240                tear and normal aging of the property and fixtures ("Normal  
241                Maintenance"), Seller shall not be liable for the repair of the  
IS Maintenance Requirement").

242                **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

243\*                (a)

244                                  **as**

245                (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On  
246                prior to time of Closing, as specified by Buyer. Buyer or

259 prior to time of closing, as specified by buyer, buyer or  
260 (and follow-up walk-through, if necessary) inspection of  
261 Personal Property are on the Property and to verify that S  
262 AS IS Maintenance Requirement and has met all other co  
263 (c) **SELLER ASSISTANCE AND COOPERATION IN CI**  
264 inspection of the Property identifies open or needed bu  
265 Buyer all plans, written documentation or other informa  
266 relating to improvements to the Property which are the  
267 promptly cooperate in good faith with Buyer's efforts to ol  
268 resolve such Permit issues. Seller's obligation to coop  
269 authorizations, consents, or other documents necessary 1  
270 of such repairs or work prepared, but in fulfilling such o  
271 become obligated to expend, any money.

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271 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTF**  
272 cost, Seller will, at Closing, assign all assignable repair, t  
273 to Buyer.

#### 274 **ESCROW AGENT**

275 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (col  
276 and other items is authorized, and agrees by acceptance of t  
277 within the State of Florida and, subject to **COLLECTION**, dis  
278 of this Contract. Failure of funds to become **COLLECTED** sha  
279 demands for the Deposit are received, or Agent has a goo

280 demands for the deposit are received, or Agent has a good  
281 may take such actions permitted by this Paragraph 13, as Ag  
282 or liabilities under this Contract, Agent may, at Agent's optio  
283 until the parties agree to its disbursement or until a final j  
284 determine the rights of the parties, or Agent may deposit sam  
285 of the dispute. An attorney who represents a party and als  
286 action. Upon notifying all parties concerned of such action, i  
287 except to the extent of accounting for any items previously  
288 broker, Agent will comply with provisions of Chapter 475, F  
289 escrow disputes through mediation, arbitration, interpleader o  
290 Any proceeding between Buyer and Seller wherein Agent is r  
291 or in any proceeding where Agent interpleads the subject m  
292 attorney's fees and costs incurred, to be paid pursuant to c  
293 Agent shall not be liable to any party or person for mis-deliver  
294 due to Agent's willful breach of this Contract or Agent's gross  
295 or termination of this Contract.

296 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker ac  
297 square footage, and all other facts and representations made  
298 professionals for legal, tax, environmental, and other speciali:  
299 and the transaction contemplated by this Contract. Broker rep  
300 Property and that all representations (oral, written or otherwis  
301 public records. **BUYER AGREES TO RELY SOLELY ON**  
302 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PF**  
303 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE**  
304 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and S  
305 individually indemnifies, holds harmless, and releases Br  
306 employees from all liability for loss or damage, including all c  
307 at all levels, suffered or incurred by Broker and Broker's offic  
308 with or arising from claims, demands or causes of action inst  
309 information provided by the Indemnifying Party or from public  
310 failure to perform contractual obligations; (iii) Broker's perfor  
311 beyond the scope of services regulated by Chapter 47:  
312 recommendation or retention of any vendor for, or on beh  
313 provided by any such vendor for, or on behalf of, Indemnif  
314 vendor. Buyer and Seller each assumes full responsibility for  
315 and paying their other costs under this Contract whether or n

316 following Broker of statutory obligations under Chapter 475. E

316 relieve Broker of statutory obligations under Chapter 475, F.S.  
317 Broker will be treated as a party to this Contract. This Paragraph  
Contract.

318

## DEFAULT AND DISPUTE |

319 **15. DEFAULT:**

320 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses  
321 including payment of the Deposit, within the time(s) specified  
322 Deposit for the account of Seller as agreed upon liquidating  
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  
327 Cooperating Broker's share shall not be greater than the  
328 pay to Cooperating Broker.

329 (b) **SELLER DEFAULT:** If for any reason other than failure  
330 reasonable diligent effort, Seller fails, neglects or refuses  
331 Buyer may elect to receive return of Buyer's Deposit withheld  
332 from Seller's breach, and, pursuant to Paragraph 16, make  
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this

335 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims  
336 Seller arising out of, or relating to, this Contract or its breach  
337 settled as follows:

338

(a) Buyer and Seller will have 10 days after the date conflict

- 339 (a) Buyer and Seller will have 10 days after the date commitment  
340 resolve such Dispute, failing which, Buyer and Seller shall  
341 16(b).
- 342 (b) Buyer and Seller shall attempt to settle Disputes in an am  
343 Rules for Certified and Court-Appointed Mediators and Ct  
344 The mediator must be certified or must have experience  
345 sought without first complying with this Paragraph 16(b).  
346 may be resolved by instituting action in the appropriate co  
16 shall survive Closing or termination of this Contract.

347 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally all  
348 expenses incurred by either party in connection with the  
349 conducting the mediation. In any litigation permitted by this  
350 Paragraph, the胜诉方 will recover from the non-prevailing party costs and fees, includin  
351 the litigation. This Paragraph 17 shall survive Closing or termi

## 352 STANDARDS FOR REAL ESTATE TRANSACTIONS

### 353 18. STANDARDS:

#### 354 A. TITLE:

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; L**  
356 Paragraph 9(c), the Title Commitment, with legible copies o  
357 shall be issued and delivered to Buyer. The Title Commitme  
358 Seller at or before Closing and shall provide that, upon recor  
359 insurance in the amount of the Purchase Price, shall be issu  
360 Real Property, subject only to the following matters: (a) con  
361 use restrictions, prohibitions and requirements imposed by  
362 appearing on the Plat or otherwise common to the subdivi  
363 record without right of entry; (d) unplatted public utility easer  
364 lines and not more than 10 feet in width as to rear or front lin  
365 for year of Closing and subsequent years; and (f) assumed n  
366 additional items, attach addendum); provided, that, none prev  
367 If there exists at Closing any violation of items identified in (b)  
368 defect. Marketable title shall be determined according to app  
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after re  
371 Seller in writing specifying defect(s), if any, that render title ur  
372 it is delivered to Buyer less than 5 days prior to Closing Dat

373 date of receipt to examine same in accordance with this STA

374 after receipt of Buyer's notice to take reasonable diligent efforts  
375 Seller, Buyer shall be deemed to have accepted title as it then exists.  
376 will deliver written notice to Buyer (with proof of cure accepted)  
377 will close this Contract on Closing Date (or if Closing Date  
378 Seller's notice). If Seller is unable to cure defects within the  
379 expiration of Cure Period, deliver written notice to Seller: (a)  
380 exceed 120 days within which Seller shall continue to use reasonable  
381 ("Extended Cure Period"); or (b) electing to accept title with

Buyer's Initials

J P

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## STANDARDS FOR REAL ESTATE TRANSACTIONS

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

388 **B. SURVEY:** If Survey discloses encroachments on the Property that  
389 encroach on setback lines, easements, or lands of others, or violate  
390 governmental regulations described in STANDARD A (i)(a), (b) or (c),  
391 such matters, together with a copy of Survey, to Seller within 10 days of  
392 Closing. If Buyer timely delivers such notice and Survey, Seller shall  
393 constitute a title defect, subject to cure obligations under STANDARD A  
394 prior survey, Seller shall, at Buyer's request, execute an affidavit  
395 preparation of such prior survey, to the extent the affirmations  
396 **C. INGRESS AND EGRESS:** Seller represents that there is

397 the Real Property is insurable in accordance with STAND.  
398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days pr  
400 tenant(s)/occupant(s) specifying nature and duration of occ  
401 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"  
402 the same information shall be furnished by Seller to Buyer wi  
403 and Buyer may thereafter contact tenant(s) or occupant(s) i  
404 Seller's affidavit, if any, differ materially from Seller's re  
405 Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confi  
406 to Seller within 5 days after receipt of such information, but no  
407 this Contract and receive a refund of the Deposit, thereby re  
408 under this Contract. Seller shall, at Closing, deliver and ass  
409 obligations thereunder.

410 **E. LIENS:** Seller shall furnish to Buyer at Closing an affi  
411 statement, claims of lien or potential lienors known to Seller  
412 repairs to the Real Property for 90 days immediately prece  
413 improved or repaired within that time, Seller shall deliver rele  
414 general contractors, subcontractors, suppliers and materialn  
415 names of all such general contractors, subcontractors, su  
416 charges for improvements or repairs which could serve as a  
417 have been paid or will be paid at Closing.

418 **F. TIME:** Calendar days shall be used in computing time i  
419 Other than time for acceptance and Effective Date as set for  
420 dates specified in this Contract, whether preprinted, handwritt  
421 occur on a Saturday, Sunday, or a national legal holiday (see  
422 Property is located) of the next business day.

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

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**H. CONVEYANCE:** Seller shall convey marketable title to personal representative's, or guardian's deed, as appropriate described in STANDARD A and those accepted by Buyer transferred by absolute bill of sale with warranty of title, subject to this Contract.

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

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 the attorney or other closing agent ("Closing Agent") designated insurance, or, if no title insurance, designated by Seller. Closing will be at the office of the Closing Agent.
- 440 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing provide the Closing Agent with title insurance, certificate(s) of title or other documents necessary to effect the transfer of title, affidavit(s), owner's possession and no lien affidavit(s), and with paid receipts for all work done on the Property pursuant to applicable the survey, flood elevation certification, and documentation.
- 441 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTOR'S TITLE INSURANCE COMPANY**. The title insurance company provides insurance against adverse matters pursuant to Section 712.05(1). The procedure required by STANDARD J shall be waived, and Closing Agent shall disburse the closing funds to Broker.
- 442 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment is issued for insurance against adverse matters as permitted under Section 712.05(1), the escrow and closing procedures shall apply: (1) all Closing procedures shall be completed within 10 days after Closing; (2) if Seller or Buyer, Buyer shall, within the 10 day period, notify Seller in writing of any defect from date of receipt of such notification to cure the defect; (3) if Seller or Buyer fails to cure the defect within the 10 day period, the parties shall negotiate a resolution to the defect.

--

457 and all Closing funds paid by Buyer shall, within 5 days after  
458 simultaneously with such repayment, Buyer shall return the Property  
459 to Seller by special warranty deed and shall convey the Property to  
460 Seller by special warranty deed and shall demand for refund of the Deposit, Buyer shall take title as is,  
461 defect except as may be available to Buyer by virtue of warranty  
462 **K. PRORATIONS; CREDITS:** The following recurring items  
463 of the day prior to Closing Date, or date of occupancy if occupied  
464 (including special benefit tax assessments imposed by a CDC  
465 and other expenses of Property. Buyer shall have option to assume  
466 assumable, in which event premiums shall be prorated. Cash  
467 be required by prorations to be made through day prior to Closing  
468 be credited to Buyer. Escrow deposits held by Seller's mortgage  
469 based on current year's tax with due allowance made for  
470 exemptions. If Closing occurs on a date when current year's tax  
471 available, taxes will be prorated based upon such assessment.  
472 assessment is not available, then taxes will be prorated on prior  
473 on the Real Property by January 1st of year of Closing, which  
474 of prior year, then taxes shall be prorated based upon prior  
475 agreed upon between the parties, failing which, request shall be  
476 informal assessment taking into account available exemptions.  
477 either party's request, be readjusted upon receipt of current  
478 Closing.

479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISAL:** Seller  
480 shall, upon reasonable notice, provide utilities service and  
481 including a walk-through (or follow-up walk-through if necessary).  
482 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, there  
483 ("Casualty Loss") and cost of restoration (which shall include  
484 not exceed 1.5% of Purchase Price, cost of restoration shall  
485 pursuant to terms of this Contract. If restoration is not completed  
486 cost to complete restoration (not to exceed 1.5% of Purchase  
487 Price) exceeds escrowed amount, Seller shall pay such  
488 portion of escrowed amount. Any unused portion of escrowed amount shall be returned to  
489 Purchase Price, Buyer shall elect to either take Property "as is" or  
490 Deposit, thereby releasing Buyer and Seller from all further obligations  
491 with respect to tree damage by casualty or other natural occurrence.  
492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter

493 Closing or deferred) under Section 1031 of the Internal F  
494 cooperate in all reasonable respects to effectuate the Exch

Buyer's Initials J P

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## STANDARDS FOR REAL ESTATE TRANSACTIONS

495 however, cooperating party shall incur no liability or expense  
496 contingent upon, nor extended or delayed by, such Exchange  
497

### **O. CONTRACT NOT RECORDABLE; PERSONS BOUND**

498 **EXECUTION:** Neither this Contract nor any notice of it shall be binding on, and inure to the benefit of, the parties and  
499 Whenever the context permits, singular shall include plural and  
500 given by or to the attorney or broker (including such broker's  
501 as effective as if given by or to that party. All notices must  
502 delivery or electronic (including "pdf") media. A facsimile or e-mail  
503 any signatures hereon shall be considered for all purposes as if  
504 of electronic signatures, as determined by Florida's Electronic  
505

506 **P. INTEGRATION; MODIFICATION:** This Contract contains  
507 of Buyer and Seller with respect to the transaction contemplated.  
508 representations shall be binding upon Buyer or Seller unless  
509 change in this Contract shall be valid or binding upon Buyer or Seller  
510 intended to be bound by it.

511 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance  
512 with any provision of this Contract, or to take advantage of any right under this Contract,  
513 rights.

514 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN**  
515 or handwritten provisions shall control all printed provisions of

516  
517           **S. COLLECTION or COLLECTED:** "COLLECTION" or ' received, including Deposits, have become actually and  
518 Escrow Agent or Closing Agent. Closing and disbursements  
519 may be delayed by Closing Agent until such amount  
520 accounts.

521           **T. LOAN COMMITMENT:** "Loan Commitment" means a statement of conditions upon which the lender is willing to make a particular pre-approval letter nor a prequalification letter shall be deemed  
522           **U. APPLICABLE LAW AND VENUE:** This Contract shall be governed by the laws of Florida and venue for resolution of all disputes, whether in the county where the Real Property is located.

523           **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX AND WITHHOLDING:** Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code. Seller must withhold property to withhold up to 15% of the amount realized by the Seller on the transfer of the Real Property to the Internal Revenue Service (IRS) unless an exemption is claimed. Seller must obtain a Withholding Certificate from the IRS authorizing Seller to withhold up to 15% of the amount realized by the Seller on the transfer. Seller must consider the complexity and potential risks of FIRPTA, Buyer and Seller must comply, particularly if an "exemption" is claimed on the sale. Seller must provide proof of same from Seller, which may include Buyer's receipt of a Withholding Certificate from the IRS, signed under penalties of perjury, stating that Seller is not a foreign person. Seller must provide Buyer with a taxpayer identification number and home address (or office address) for purposes of section 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the appropriate amount and timely remit said funds to the IRS.  
524           (i) No withholding is required under Section 1445 if the Seller provides proof of same from Seller, which may include Buyer's receipt of a Withholding Certificate from the IRS, signed under penalties of perjury, stating that Seller is not a foreign person. Seller must provide Buyer with a taxpayer identification number and home address (or office address) for purposes of section 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the appropriate amount and timely remit said funds to the IRS.  
525           (ii) If Seller has received a Withholding Certificate from the IRS authorizing Seller to withhold up to 15% of the amount realized by the Seller on the transfer and provides same to Buyer, Buyer shall withhold the appropriate amount and timely remit said funds to the IRS.  
526           (iii) If prior to Closing Seller has submitted a completed application for an exemption from FIRPTA to the IRS and has provided to Buyer the notice required by 26 CFR 1.1445-2(b), Buyer shall, at Closing, withhold the appropriate amount and, at Buyer's option, either (a) timely remit the withheld funds in escrow, at Seller's expense, with an escrow agent selected by the parties, to be subsequently disbursed in accordance with the application or (b) remit directly to the IRS if the Seller's application is rejected.  
527           (iv) In the event the net proceeds due Seller are not sufficient to cover the amount withheld, Seller shall deliver to Buyer, at Closing, the amount necessary to cover the amount withheld.

## STANDARDS FOR REAL ESTATE TRANSACTION

552 applicable requirement and thereafter Buyer shall timely re  
553 disbursement in accordance with the final determination of the  
554 (v) Upon remitting funds to the IRS pursuant to this STANDA  
555 8288 and 8288-A, as filed.

556 **W. RESERVED**

557 **X. BUYER WAIVER OF CLAIMS:**

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## ADDENDA AND ADDITIONAL TERMS

564\* **19. ADDENDA:** The following additional terms are included in th  
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 Pers             |
| <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 b  
568 Seller agrees to allow Closing Agent to extend closing date  
569 marketable title.

570 Closing agent will be Independent Title of Fort Lauderdale,  
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583 **COUNTER-OFFER/RE**

- 584\*  Seller counters Buyer's offer (to accept the counter-offer, Buy  
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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591

Buyer's Initials J P \_\_\_\_\_

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592

593

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

596

597\*

Buyer: Jay Prater

598

599\*

Buyer: \_\_\_\_\_

600

601\*

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

602

603\*

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

604

605

Buyer's address for purposes of notice

Sell

606\*

... - ..

605\*  
607\* libertytrustgroupllc@gmail.com  
608\* 415-573-6448

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

615\* Keith P. Mahl  
616 **Cooperating Sales Associate, if any**

617\*  
618 **Cooperating Broker, if any**

Buyer's Initials

*J P*

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MERVIN HORWITZ REV TR

JAY PARTEEK

4605 NW 48TH ST TAMARAC FL 33319

J P

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09/23/2016

JAY PARTEEK

