

"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 deliverable to the Buyer
29* **(CHECK ONE):** (i) ☐ accompanies offer or contract
30 blank, then 3) days after Effective Date. IF M

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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 shall 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 8.1) (if left blank, then prevailing rate based upon the prime rate plus _____ then 30) years ("Financing").

98* Buyer shall make mortgage loan application for
99 Effective Date and use good faith and diligent effort to obtain
100 Commitment") and thereafter to close this Contract.
101 status of mortgage loan application and Loan Commitment
102 lender to disclose such status and progress to Seller.
103
104 Upon Buyer's receipt of Loan Commitment, Buyer shall
105 receive Loan Commitment by Loan Commitment date or
106 **the earlier of:**

Buyer's Initials

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- 107 (i.) Buyer's delivery of written notice to Seller
108 to waive the financing contingency of this Contract;
109 (ii.) 7 days prior to the Closing Date specified in
110 8(b) (ii), shall not be modified by Paragraph 8(b) (ii).
111 If either party timely cancels this Contract pursuant to
112 of this Contract, Buyer shall be refunded the Deposit and
113 obligations under this Contract. If neither party cancels
114 then this financing contingency shall be deemed waived.
- 115 If Buyer delivers written notice of receipt of Loan Commitment
116 close, the Deposit shall be paid to Seller unless the conditions
117 of the Loan Commitment have not been met (see Paragraphs 8(b)
118 provisions of this Contract); (3) appraisal of the property
119 of the Loan Commitment; or (4) the loan is not approved by
120 the Depositor shall be returned to Buyer, thereby waiving this
121 Contract.
- 122* ☐ (c) Assumption of existing mortgage (see rider 10)
123* ☐ (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 estimated costs to meet the AS IS condition at Closing. If actual costs to meet the AS IS condition exceed the estimated costs, Seller shall pay such actual costs. Any unused portion of the estimated costs shall be credited 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 premium, 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 provide 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 provide 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 for the search according to Buyer's owner's policy, and if applicable, not less than \$ _____ (if left blank, the search shall be performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Date, if the Property is surveyed and certified by a registered Florida Surveyor, 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 or not ("public body" does not include a Condominium Association) (i) the amount of any assessment levied or ratified before Closing; and (ii) the amount of any assessment for improvement which is substantially complete and for which an assessment is imposed on the Property before Closing. Buyer shall pay the assessment 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 in full 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. In 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 future, or "Coastal Barrier Resources Act" designated area, the U.S. Army Corps of Engineers and Wildlife Service under the Coastal Barrier Resources Act, and /or flood insurance rating purposes is required to obtain flood insurance coverage through the National Flood Insurance Program. Pursuant to §4012a, Buyer may terminate this Contract within (10 or then 20) days after Effective Date, and Buyer shall be released from Seller 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 obtain 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, it is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DEVELOPMENT CONTRACT UNTIL BUYER HAS OCCUPANCY/COMMUNITY DISCLOSURE**

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- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** The amount of property taxes as the amount of property taxes to pay in the year subsequent to the year of sale.

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 or 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 Contra

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default by Buyer, shall be split equally bet
Cooperating Broker's share shall not be gr
pay to Cooperating Broker.

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- (b) **SELLER DEFAULT:** If for any reason ot
reasonable diligent effort, Seller fails, negle
Buyer may elect to receive return of Buyer's
from Seller's breach, and, pursuant to Par
performance.

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This Paragraph 15 shall survive Closing or term

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- 16. DISPUTE RESOLUTION:** Unresolved contro
Seller arising out of, or relating to, this Contra
settled as follows:

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- (a) Buyer and Seller will have 10 days after the
resolve such Dispute, failing which, Buyer a
16(b).

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- (b) Buyer and Seller shall attempt to settle Dis
Rules for Certified and Court-Appointed Me
The mediator must be certified or must ha
sought without first complying with this Par
may be resolved by instituting action in the
16 shall survive Closing or termination of thi

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- 17. ATTORNEY'S FEES; COSTS:** The parties will
by this Contract, and each party will pay their o
conducting the mediation. In any litigation per
recover from the non-prevailing party costs and
the litigation. This Paragraph 17 shall survive C

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STANDARDS FOR REAL E

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

Paragraph 9(c), the Title Commitment, with legal description shall be issued and delivered to Buyer. The Title Commitment shall be provided to Seller at or before Closing and shall provide the minimum amount of title insurance in the amount of the Purchase Price of the Real Property, subject only to the following marketable title exceptions: use restrictions, prohibitions and requirements appearing on the Plat or otherwise common to the public record without right of entry; (d) unplatted public utility lines and not more than 10 feet in width as to remain in place for year of Closing and subsequent years; and (e) other items, attach addendum); provided, that if there exists at Closing any violation of items listed in the Title Commitment, it shall be a defect. Marketable title shall be determined according to Florida Bar and in accordance with law.

(ii) TITLE EXAMINATION: Buyer shall have 5 business days after Seller in writing specifying defect(s), if any, that it is delivered to Buyer less than 5 days prior to the date of receipt to examine same in accordance with the Florida Bar after receipt of Buyer's notice to take reasonable steps to cure. Seller, Buyer shall be deemed to have accepted the Title Commitment will deliver written notice to Buyer (with proof of delivery) and will close this Contract on Closing Date (or if not, on the date of Seller's notice). If Seller is unable to cure defect(s) by the expiration of Cure Period, deliver written notice to Buyer within exceed 120 days within which Seller shall continue to attempt to cure ("Extended Cure Period"); or (b) electing to accept the Title Commitment as is.

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, easement, or encroach on setback lines, easements, or land use restrictions, governmental regulations described in STANDARD CONTRACT, or other such matters, together with a copy of Survey, to Buyer no later than Closing. If Buyer timely delivers such notice, and Survey shall constitute a title defect, subject to the results of a prior survey, Seller shall, at Buyer's request, prepare and pay for preparation of such prior survey, to the extent that such survey is necessary.

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 tenant(s)/occupant(s) specifying nature and details of all leases, deposits paid by tenant(s) or occupant(s) ("Estoppage"). If the same information shall be furnished by Seller, Buyer shall, and Buyer may thereafter contact tenant(s) or occupant(s). Seller's affidavit, if any, differ materially from the information 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, repairs to the Real Property for 90 days immediately after Closing, improved or repaired within that time, Seller shall, at Closing, general contractors, subcontractors, suppliers, and vendors. Seller shall names of all such general contractors, subcontractors, suppliers, and vendors, charges for improvements or repairs which could not be paid at Closing, 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. Other than 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 holiday (if the
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 is not
425 or prevented by Force Majeure. "Force Majeure" includes, but is not
426 unusual transportation delays, wars, insurrection, or other events beyond
427 diligent effort, the non-performing party is unable to perform, including
428 including Closing Date, will be extended for the period of the Force Majeure
429 Contract, provided, however, if such Force Majeure event continues for
430 than 14 days beyond Closing Date, then either party may terminate the
431 the other and the Deposit shall be refunded to the party who provided the
432 obligations under this Contract.

433 **H. CONVEYANCE:** Seller shall convey marketable title to Buyer by
434 personal representative's, or guardian's deed, or by deed of conveyance
435 described in STANDARD A and those accepted by Buyer, and shall
436 transferred by absolute bill of sale with warranty, and shall execute
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 property,
440 attorney or other closing agent ("Closing Agent") and shall be held in the
441 insurance, or, if no title insurance, designated by the Closing Agent.

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

447 (iii) **PROCEDURE:** The deed shall be recorded in the public records of the
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

Buyer's Initials JP
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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 be required to withhold up to 15% of the amount realized from the sale of the Real Property to the Internal Revenue Service (IRS) unless a Withholding Certificate has been obtained from the IRS. Due to the complexity and potential risks of FIRPTA, Buyer shall be responsible for ensuring compliance, particularly if an "exemption" is claimed.

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

(iii) If prior to Closing Seller has submitted a copy of the Withholding Certificate to Buyer, and Seller has provided to Buyer the notice required by 26 CFR 1.1445-2(c), then, upon receipt as of Closing, Buyer shall, at Closing, withhold on the transfer and, at Buyer's option, either remit said funds in escrow, at Seller's expense, with an escrow agreement approved by the parties, to be subsequently disbursed in accordance with the escrow agreement, or remit said funds directly to the IRS if the Seller's application for a Withholding Certificate is approved.

(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.

Buyer's Initials

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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 Element |
| <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).
☐ Seller rejects Buyer's offer.

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**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE
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
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

JP

☐☐

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x

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OF I

09/23/2016

JAY PART

