

# "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 of  
5 Purchase and any riders and addenda ("Contract"):

### 6 1. PROPERTY DESCRIPTION:

- 7\* (a) Street address, city, zip: 4605 NW 48TH ST TAMARAC 33319  
8\* (b) Property is located in: BROWARD County, Florida. Re  
9\* (c) Real Property: The legal description is Legal Description as Shown in Public Records

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

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or b  
16 which are owned by Seller and existing on the Property as of  
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s),  
18 drapery rods and draperies, blinds, window treatments, sm  
19 gate and other access devices, and storm shutters/panels ('  
20\* Other Personal Property items included in this purchase are  
21  
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Personal Property is included in the Purchase Price has no

23\* Personal Property is included in the Purchase Price, has no  
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(e) The following items are excluded from the purchase:

## PURCHASE PRICE AND

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

- 27\* (a) Initial deposit to be held in escrow in the amount of (**checks**  
28 The initial deposit made payable and delivered to "Escrow Agent"  
29\* (**CHECK ONE**): (i)  accompanies offer or (ii)  is to be mailed  
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED,  
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32\* Escrow Agent Information: Name: \_\_\_\_\_ Independent  
33\* Address: \_\_\_\_\_ 2929 E. Commercial Blvd, Ste 605 Fort Lauderdale, FL 33301  
34\* Phone: 954.493.8288 E-mail: Jim@IndyTitleFTL.com

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

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

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

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

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

41\* **NOTE: For the definition of "COLLECTION" or "COLLECTED", see page 10.**

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

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

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

47 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the Closing Date is the day \_\_\_\_\_  
48 \_\_\_\_\_.

49 and the closing documents required to be furnished by each party are delivered to the other party at the address specified in paragraph 10.

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

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(a) If Paragraph 8(b) is checked and Closing funds from Buyer to Consumer Financial Protection Bureau Closing Disclosure then Closing Date shall be extended for such period necessary period shall not exceed 10 days.

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(b) If extreme weather or other condition or event constituting disruption of utilities or other services essential for Closing insurance, to become unavailable prior to Closing, Closing after restoration of utilities and other services essential to Closing Flood or Homeowners' insurance. If restoration of such utility not occurred within \_\_\_\_\_ (if left blank, then 14) days after this Contract by delivering written notice to the other party, releasing Buyer and Seller from all further obligations under

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

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(a) Unless the box in Paragraph 6(b) is checked, Seller shall, the Property to Buyer free of tenants, occupants and future

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removed all personal items and trash from the Property

70 removed all personal items and trash from the Property  
71 access devices and codes, as applicable, to Buyer. If occ  
72 assumes all risks of loss to the Property from date of  
73 maintenance from that date, and shall be deemed to have a  
time of taking occupancy.

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

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

## FINANCING

87 8. **FINANCING:**

88\*  (a) Buyer will pay cash for the purchase of the Property  
89 Buyer's obligation to close. If Buyer obtains a loan for any purpose, Buyer  
90 acknowledges that any terms and conditions imposed by Buyer's lender  
91 affect or extend the Buyer's obligation to close or otherwise affect  
92\*  (b) This Contract is contingent upon Buyer obtaining a written  
93\*  VA or  other \_\_\_\_\_ (describe) loan on the following  
94\* days after Effective Date ("Loan Commitment Date") for **(CHOOSE ONE)**  
95\* adjustable rate loan in the Loan Amount (See Paragraph 2(c)),  
96\* (if left blank, then prevailing rate based upon Buyer's creditworthiness)  
97 then 30) years ("Financing").

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

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

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

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

If Buyer delivers written notice of receipt of Loan Commitment to Seller before the date set for closing, the Deposit shall be paid to Seller unless failure to close is due to (1) Seller's failure to satisfy the conditions of the Loan Commitment have not been met (excluding the time period for Buyer to cure such failure); (2) Seller's failure to obtain the required financing (including the failure to obtain the required appraisal or other provisions of this Contract); (3) appraisal of the Property obtained by Seller does not meet the requirements of the Loan Commitment; or (4) the loan is not funded due to financial institution's failure to make funds available. In such event, the Deposit shall be returned to Buyer, thereby releasing Buyer from all obligations under this Contract.

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

## CLOSING COSTS, FEES AND EXPENSES

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

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

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

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirements, Seller shall escrow the amount necessary to pay such costs at Closing. If actual costs to meet the AS IS Maintenance Requirements exceed the amount escrowed, Seller shall pay such actual costs. Any unused portion of escrowed amounts will be returned to Seller.

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

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

(c) TITLE EVIDENCE AND INSURANCE: At least \_\_\_\_\_ (if applicable) of the title insurance premium will be paid by Seller.

144\* (c) **TITLE EVIDENCE AND INSURANCE:** At least 5 (if  
145 then 5) days prior to Closing Date ("Title Evidence Dead  
146 Florida licensed title insurer, with legible copies of instru  
147 Commitment") and, after Closing, an owner's policy of title  
148 obtained and delivered to Buyer. If Seller has an owner's p  
149 a copy shall be furnished to Buyer and Closing Agent with  
150 policy premium, title search and closing services (collectivel  
151 set forth below. The title insurance premium charges for t  
152 calculated and allocated in accordance with Florida law, b  
153 mandated closing disclosures and other closing documents.  
154

**(CHECK ONE):**

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

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evidence, which is acceptable to Buyer's title insurance under (A) title search and (C) municipal lien search. Buyer shall obtain and pay for Buyer's owner's policy, and if applicable, Buyer's lender's policy, than \$ \_\_\_\_\_ (if left blank, then \$200.00) for services performed by Closing Agent.

- (d) **SURVEY:** On or before Title Evidence Deadline, Buyer must have the Property surveyed and certified by a registered Florida surveyor ("Surveyor"). At Closing, a copy shall be furnished to Buyer and Closing Agent.
- (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  None at a cost of \$\_\_\_\_\_.

warranty plan provides for repair or replacement of many of the major appliances in the event of breakdown due to normal wear and tear.

- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) any assessment ("public body" does not include a Condominium or Homeowners Association) imposed on the Property before Closing; and (ii) the amount of the public benefit improvement which is substantially complete as of Effective Date of Closing imposed on the Property before Closing. Buyer shall pay any assessments imposed on the Property after Closing. Assessments shall be paid in installments (**CHECK ONE**):
- (a) Seller shall pay installments due prior to Closing and all installments prepaid or due for the year of Closing shall be paid by Seller.
- (b) Seller shall pay the assessment(s) in full prior to or at Closing.
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL APPLY.
- This Paragraph 9(f) shall not apply to a special benefit tax or assessment (CDD) pursuant to Chapter 190, F.S., which lien shall be paid by Seller.

## DISCLOSURES

### 10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas. In sufficient quantities, may present health risks to persons who breathe it. Radon levels in homes can exceed federal and state guidelines have been found in buildings throughout the country.

radon and radon testing may be obtained from your county health department or the Florida Department of Health.

- 193 (b) **PERMITS DISCLOSURE:** Except as may have been disc  
194 Seller does not know of any improvements made to the Prop  
195 or made pursuant to permits which have not been properly c  
196 (c) **MOLD:** Mold is naturally occurring and may cause health r  
197 or desires additional information regarding mold, Buyer shou  
198 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is as  
199 zone the Property is in, whether flood insurance is required  
200 improving the Property and rebuilding in the event of casua  
201 or "Coastal Barrier Resources Act" designated area or othe  
202 and Wildlife Service under the Coastal Barrier Resources A  
203 and /or flood insurance rating purposes is below minimum  
204 coverage through the National Flood Insurance Program o  
205\*, §4012a, Buyer may terminate this Contract by delivering w  
206 then 20) days after Effective Date, and Buyer shall be re  
207 Seller from all further obligations under this Contract, fai  
208 buildings and flood zone designation of Property. The  
209 additional fees or adjust premiums for pre-Flood Insurance  
210 (residential structures in which the insured or spouse does  
211 elevation certificate may be required for actuarial rating.  
212 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt o  
213 Brochure required by Section 553.996, F.S.  
214 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 resi  
215 mandatory.  
216 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOS  
217 CONTRACT UNTIL BUYER HAS RECEIVED  
218 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICAB**

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- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD PAY PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES DUE TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. IMPROVEMENTS TRIGGERS REASSESSMENTS OF PROPERTY TAXES, WHICH MAY LEAD TO HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
  - (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing that Seller is not required to withhold taxes under the Foreign Investment in Real Property Tax Act ("FIRPTA"), which may require Seller to provide additional cash at Closing. Seller shall provide Buyer, at or prior to Closing, a certification of non-freedom of sale to Buyer and Closing Agent that no withholding is required. Seller shall provide Buyer with a copy of Seller's FIRPTA election statement. Buyer and Seller are advised to seek legal counsel regarding their rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
  - (j) **SELLER DISCLOSURE:** Seller knows of no facts material to the transaction which are not readily observable and which have not been disclosed in the preceding sentence, Seller extends and intends no warranty, express or implied, as to the physical condition or history of the property. Seller has received no written or verbal notice from any governmental agency regarding any currently uncorrected building, environmental or safety code violation.

# PROPERTY MAINTENANCE, CONDITION, INSPECTION

**11. PROPERTY MAINTENANCE:** Except for ordinary wear and t

Property, including, but not limited to lawn, shrubbery, and noo

241 Property, including, but not limited to, lawn, shrubbery, and pool  
IS Maintenance Requirement").

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

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257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the  
258 prior to time of Closing, as specified by Buyer, Buyer or Bu  
259 (and follow-up walk-through, if necessary) inspection of  
260 Personal Property are on the Property and to verify that Sel  
261 AS IS Maintenance Requirement and has met all other cont  
262

263 (c) **SELLER ASSISTANCE AND COOPERATION IN CLO**  
264 inspection of the Property identifies open or needed build  
265 Buyer all plans, written documentation or other information  
266 relating to improvements to the Property which are the su  
267 promptly cooperate in good faith with Buyer's efforts to obtain  
268 resolve such Permit issues. Seller's obligation to cooperate  
authorizations, consents, or other documents necessary for

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

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## ESCROW AGENT AND DISBURSEMENT

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- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively referred to as "Agent") who is authorized, and agrees by acceptance of this Contract, to hold funds and other items within the State of Florida and, subject to **COLLECTION**, disburse funds held under this Contract. Failure of funds to become **COLLECTED** shall not affect the Agent's authority to make demands for the Deposit or other funds held under this Contract. If Agent receives demands for the Deposit or other funds held under this Contract, Agent may take such actions permitted by this Paragraph 13, as Agent sees fit, to protect its rights and interests under this Contract. Agent may, at Agent's option, disburse funds held under this Contract, until the parties agree to its disbursement or until a final judgment is rendered in favor of one party over the other, determine the rights of the parties, or Agent may deposit same in escrow or otherwise pending resolution of the dispute. An attorney who represents a party and also acts as Agent under this Contract, may not represent the other party in the dispute.

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of the dispute. An attorney who represents a party and also  
action. Upon notifying all parties concerned of such action, all  
except to the extent of accounting for any items previously  
broker, Agent will comply with provisions of Chapter 475, F.S.  
escrow disputes through mediation, arbitration, interpleader or a  
Any proceeding between Buyer and Seller wherein Agent is made  
or in any proceeding where Agent interpleads the subject matter  
attorney's fees and costs incurred, to be paid pursuant to court  
Agent shall not be liable to any party or person for mis-delivery  
due to Agent's willful breach of this Contract or Agent's gross negligence  
or termination of this Contract.

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**14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises  
296 square footage, and all other facts and representations made by  
297 professionals for legal, tax, environmental, and other specialized  
298 needs and the transaction contemplated by this Contract. Broker represents  
299 that the information contained in the Broker's reports is true and accurate  
300 based on the information provided by Indemnifying Party and public records. **BUYER AGREES TO RELY SOLELY ON SUCH INFORMATION PROVIDED BY THE INDEMNIFYING PARTY AND PUBLIC RECORDS.**  
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**GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY VALUE AND OTHER INFORMATION PROVIDED BY THE INDEMNIFYING PARTY.**  
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**FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND OTHER INFORMATION PROVIDED BY THE INDEMNIFYING PARTY.** Buyer and Seller  
303 individually indemnifies, holds harmless, and releases Broker and Broker's  
304 employees from all liability for loss or damage, including all costs  
305 at all levels, suffered or incurred by Broker and Broker's officers and  
306 employees in connection with or arising from claims, demands or causes of action instituted  
307 against Broker or Broker's officers and employees by third parties based upon  
308 information provided by the Indemnifying Party or from public records.  
309  
(i) Broker's failure to timely respond to a claim or demand; (ii) Broker's failure to  
310 perform contractual obligations; (iii) Broker's performance of services  
311 beyond the scope of services regulated by Chapter 475, F.S.; (iv) recommendations  
312 or retention of any vendor for, or on behalf of, Indemnifying Party or  
313 provided by any such vendor for, or on behalf of, Indemnifying Party or  
314 vendor. Buyer and Seller each assumes full responsibility for settling  
and paying their other costs under this Contract whether or not

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

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## DEFAULT AND DISPUTE RESOLUTION

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### 15. DEFAULT:

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

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

(b) **SELLER DEFAULT:** If for any reason other than failure to make reasonable diligent effort, Seller fails, neglects or refuses to perform any obligation under this Contract, Buyer may elect to receive return of Buyer's Deposit without interest from Seller's breach and pursuant to Paragraph 16, may sue Seller for damages resulting from Seller's breach.

from Seller's breach, and, pursuant to Paragraph 16, may terminate performance.

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

## **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and

Seller arising out of, or relating to, this Contract or its breach settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting resolve such Dispute, failing which, Buyer and Seller shall settle Paragraph 16(b).
  - (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner in accordance with the Rules for Certified and Court-Appointed Mediators and Chapter 16. The mediator must be certified or must have experience in mediation. A Dispute may be resolved without first complying with this Paragraph 16(b). Disputes may be resolved by instituting action in the appropriate court. Paragraph 16 shall survive Closing or termination of this Contract.

**17. ATTORNEY'S FEES; COSTS:** The parties will split equally any

by this Contract, and each party will pay their own costs, expenses and fees for conducting the mediation. In any litigation permitted by this Contract, the prevailing party will be entitled to recover from the non-prevailing party costs and fees, including attorney's fees, incurred in connection with the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

## **STANDARDS FOR REAL ESTATE TRANSACTIONS**

## **18. STANDARDS:**

**A. TITLE:**

- (i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIM**  
Paragraph 9(c), the Title Commitment, with legible copies of i  
shall be issued and delivered to Buyer. The Title Commitment  
Seller at or before Closing and shall provide that, upon recording  
insurance in the amount of the Purchase Price, shall be issued  
Real Property, subject only to the following matters: (a) comp  
use restrictions, prohibitions and requirements imposed by go

362 appearing on the Plat or otherwise common to the subdivision  
363 record without right of entry; (d) unplatting public utility easement  
364 lines and not more than 10 feet in width as to rear or front lines  
365 for year of Closing and subsequent years; and (f) assumed monies  
366 additional items, attach addendum); provided, that, none prevent  
367 If there exists at Closing any violation of items identified in (b) -  
368 defect. Marketable title shall be determined according to applicable  
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt  
371 Seller in writing specifying defect(s), if any, that render title unmarketable.  
372 it is delivered to Buyer less than 5 days prior to Closing Date,  
373 date of receipt to examine same in accordance with this STANDARD  
374 after receipt of Buyer's notice to take reasonable diligent efforts to cure  
375 Seller, Buyer shall be deemed to have accepted title as it then is.  
376 will deliver written notice to Buyer (with proof of cure acceptable)  
377 will close this Contract on Closing Date (or if Closing Date has passed  
378 Seller's notice). If Seller is unable to cure defects within Cure Period  
379 expiration of Cure Period, deliver written notice to Seller: (a) electing  
380 to exceed 120 days within which Seller shall continue to use reasonable  
381 ("Extended Cure Period"); or (b) electing to accept title with existing  
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382 Date (or if Closing Date has passed, within the earlier of 10 days  
383 receipt of Seller's notice), or (c) electing to terminate this Contract by  
384 releasing Buyer and Seller from all further obligations under this  
385 Contract if Buyer has failed to timely cure such defects, and Seller  
386 is unable to timely cure defects, and Buyer does not waive the  
387 shall receive a refund of the Deposit, thereby releasing Buyer  
Contract.

388 **B. SURVEY:** If Survey discloses encroachments on the Real  
389 Property which encroach on setback lines, easements, or lands of others, or  
390 governmental regulations described in STANDARD A (i)(a), (b)  
391 such matters, together with a copy of Survey, to Seller within 5 days  
392 than Closing. If Buyer timely delivers such notice and Survey to Seller,  
393 Survey shall constitute a title defect, subject to cure obligations  
394 prior survey, Seller shall, at Buyer's request, execute an affidavit  
395 preparation of such prior survey, to the extent the affirmations thereof  
396 **C. INGRESS AND EGRESS:** Seller represents that there is im-  
397 mediately adjacent to the Real Property is insurable in accordance with STANDAR-  
398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to  
400 closing, furnish to Buyer information concerning all tenant(s)/occupant(s) specifying nature and duration of occu-  
401 pancy, and the amount of monthly rent paid by tenant(s)/occupant(s) ("EstoppeL Letter(s)").  
402 The same information shall be furnished by Seller to Buyer within 10 days after closing.  
403 and Buyer may thereafter contact tenant(s)/occupant(s) to verify information furnished by Seller.  
404 Seller's affidavit, if any, differ materially from Seller's representations in Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm  
405 information furnished by Seller to Buyer within 10 days after closing, Buyer may terminate  
406 this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
407 obligations under this Contract. Seller shall, at Closing, deliver and assign to Buyer all  
408 obligations thereunder.

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**E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit  
statement, claims of lien or potential lienors known to Seller a  
repairs to the Real Property for 90 days immediately preceding  
improved or repaired within that time, Seller shall deliver releases  
general contractors, subcontractors, suppliers and materialmen  
names of all such general contractors, subcontractors, supp  
charges for improvements or repairs which could serve as a ba  
have been paid or will be paid at Closing.

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**F. TIME:** Calendar days shall be used in computing time per  
Other than time for acceptance and Effective Date as set forth  
dates specified in this Contract, whether preprinted, handwritten  
occur on a Saturday, Sunday, or a national legal holiday (see 5  
Property is located) of the next business day.

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**G. FORCE MAJEURE:** Buyer or Seller shall not be required to  
liable to each other for damages so long as performance or non-  
or prevented by Force Majeure. "Force Majeure" means: hu  
unusual transportation delays, wars, insurrections, and acts of  
diligent effort, the non-performing party is unable in whole or  
including Closing Date, will be extended for the period that the  
Contract, provided, however, if such Force Majeure continues  
than 14 days beyond Closing Date, then either party may termi  
the other and the Deposit shall be refunded to Buyer, ther  
obligations under this Contract.

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

438

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

J P

## STANDARDS FOR REAL ESTATE TRANSACTION

- 439                   (i) **LOCATION:** Closing will take place in the county where  
440                   attorney or other closing agent ("Closing Agent") designated by Seller.  
441                   insurance, or, if no title insurance, designated by Seller. Closing  
442                   (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing  
443                   sale, certificate(s) of title or other documents necessary to  
444                   affidavit(s), owner's possession and no lien affidavit(s), and as  
445                   with paid receipts for all work done on the Property pursuant to  
446                   applicable the survey, flood elevation certification, and document  
447                   (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTOR**  
448                   provides insurance against adverse matters pursuant to Section 447.1  
449                   procedure required by STANDARD J shall be waived, and Close  
450                   **closing funds**, disburse at Closing the brokerage fees to Broker  
451                   **J. ESCROW CLOSING PROCEDURE:** If Title Commitment is  
452                   for insurance against adverse matters as permitted under Section 447.1,  
453                   escrow and closing procedures shall apply: (1) all Closing proceeds  
454                   for a period of not more than 10 days after Closing; (2) if Seller  
455                   of Buyer, Buyer shall, within the 10 day period, notify Seller in writing  
456                   from date of receipt of such notification to cure the defect; (3) if  
457                   and all Closing funds paid by Buyer shall, within 5 days after written  
458                   simultaneously with such repayment, Buyer shall return the Pe

459 convey the Property to Seller by special warranty deed and  
460 demand for refund of the Deposit, Buyer shall take title as is, wa  
461 defect except as may be available to Buyer by virtue of warranti  
**K. PRORATIONS; CREDITS:** The following recurring items w  
463 of the day prior to Closing Date, or date of occupancy if occupa  
464 (including special benefit tax assessments imposed by a CDD),  
465 and other expenses of Property. Buyer shall have option  
466 assumable, in which event premiums shall be prorated. Cash a  
467 be required by prorations to be made through day prior to Closi  
468 be credited to Buyer. Escrow deposits held by Seller's mortgage  
469 based on current year's tax with due allowance made for ma  
470 exemptions. If Closing occurs on a date when current year's m  
471 available, taxes will be prorated based upon such assessm  
472 assessment is not available, then taxes will be prorated on pri  
473 on the Real Property by January 1st of year of Closing, which i  
474 of prior year, then taxes shall be prorated based upon prior ye  
475 agreed upon between the parties, failing which, request shall b  
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 APPRAISALS,**  
480 shall, upon reasonable notice, provide utilities service and ac  
481 including a walk-through (or follow-up walk-through if necessary)  
**M. RISK OF LOSS:** If, after Effective Date, but before Closin  
483 ("Casualty Loss") and cost of restoration (which shall include o  
484 not exceed 1.5% of Purchase Price, cost of restoration shall be  
485 pursuant to terms of this Contract. If restoration is not completed  
486 cost to complete restoration (not to exceed 1.5% of Purchase P  
487 restoration exceeds escrowed amount, Seller shall pay such ad  
488 Price). Any unused portion of escrowed amount shall be return

489 Purchase Price, Buyer shall elect to either take Property as is  
490 Deposit, thereby releasing Buyer and Seller from all further obligation  
491 with respect to free damage by casualty or other natural occurrence.  
492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into  
493 Closing or deferred) under Section 1031 of the Internal Revenue  
494 cooperate in all reasonable respects to effectuate the Exchange.

Buyer's Initials J P

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## STANDARDS FOR REAL ESTATE TRANSACTION

495 however, cooperating party shall incur no liability or expense resulting  
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  
499 be binding on, and inure to the benefit of, the parties and  
500 Whenever the context permits, singular shall include plural and  
501 given by or to the attorney or broker (including such broker's representative)  
502 as effective as if given by or to that party. All notices must be given by  
503 delivery or electronic (including "pdf") media. A facsimile or electronic  
504 any signatures hereon shall be considered for all purposes as a  
505 of electronic signatures, as determined by Florida's Electronic Signatures Law.  
**P. INTEGRATION; MODIFICATION:** This Contract contains the entire agreement

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of Buyer and Seller with respect to the transaction contemplated  
representations shall be binding upon Buyer or Seller unless  
change in this Contract shall be valid or binding upon Buyer or Seller  
intended to be bound by it.

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

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

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**S. COLLECTION or COLLECTED:** "COLLECTION" or "C  
received, including Deposits, have become actually and firm  
Escrow Agent or Closing Agent. Closing and disbursements  
may be delayed by Closing Agent until such amounts  
accounts.

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

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

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**V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT**  
"foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue  
property to withhold up to 15% of the amount realized by the seller  
to the Internal Revenue Service (IRS) unless an exemption to  
obtained a Withholding Certificate from the IRS authorizing  
complexity and potential risks of FIRPTA, Buyer and Seller  
compliance, particularly if an "exemption" is claimed on the sale  
(i) No withholding is required under Section 1445 if the Seller  
proof of same from Seller, which may include Buyer's receipt  
signed under penalties of perjury, stating that Seller is not a foreign  
person.

537 taxpayer identification number and home address (or office ad  
538 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applic  
539 on the transfer and timely remit said funds to the IRS.  
540 (ii) If Seller has received a Withholding Certificate from the  
541 withholding in this transaction and provides same to Buyer by  
542 sum, if any required, and timely remit said funds to the IRS.  
543 (iii) If prior to Closing Seller has submitted a completed applic  
544 has provided to Buyer the notice required by 26 CFR 1.1445-1(1)  
545 received as of Closing, Buyer shall, at Closing, withhold the  
546 Seller on the transfer and, at Buyer's option, either (a) timely re  
547 funds in escrow, at Seller's expense, with an escrow agent selec  
548 by the parties, to be subsequently disbursed in accordance with  
549 remitted directly to the IRS if the Seller's application is rejected or  
550 (iv) In the event the net proceeds due Seller are not sufficie  
551 transaction, Seller shall deliver to Buyer, at Closing, the additi

Buyer's Initials J P

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## STANDARDS FOR REAL ESTATE TRANSACTION

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

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

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## ADDENDA AND ADDITION

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

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

566\*

**20. ADDITIONAL TERMS:** Seller to allow Buyer access to proper

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Seller and Buyer agree that inspection period shall be in busi

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Seller agrees to allow Closing Agent to extend closing date u  
marketable title.

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Closing agent will be Independent Title of Fort Lauderdale, In

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583 **COUNTER-OFFER/REJE**

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

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

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

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

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597\*

Buyer: Jay Prates

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

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601\*

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

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603\*

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

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Buyer's address for purposes of notice \_\_\_\_\_ Seller \_\_\_\_\_

605  
606\* Buyer's address for purposes of notice  
607\* libertytrustgroupllc@gmail.com  
608\* 415-573-6448

Seller

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

615\* Keith P. Mahl

616 **Cooperating Sales Associate, if any**

K

List

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

List

Buyer's Initials

J P

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MERVIN HORWITZ REV TR

JAY PARTEEK

4605 NW 48TH ST TAMARAC FL 33319

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09/23/2016

JAY PARTEEK

