

"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 33318
8* (b) Property is located in: BROWARD County, Florida. Re
9* (c) Real Property: The legal description is _____
10 Legal Description as Shown in Public Records

11
12 together with all existing improvements and fixtures, includ
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
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
22 Personal Property is included in the Purchase Price, has no
23* (e) The following items are excluded from the purchase: _____

25 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 A
29* (**CHECK ONE**): (i) accompanies offer or (ii) is to be m
30 blank, then 3) days after Effective Date. IF NEITHER BOX I
31 OPTION (ii) SHALL BE DEEMED SELECTED.
32* Escrow Agent Information: Name: _____ Independen
33* Address: 2929 E. Commercial Blvd, Ste 605 Fort Laude
34* Phone: 954.493.8288 E-mail: Jim@IndyTitleFTL.co
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 Paragraph 13.**

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

43 (a) If not signed by Buyer and Seller, and an executed acceptance agreement is not delivered within 2 days, this offer shall be deemed withdrawn.

44 to Buyer. Unless otherwise stated, time for acceptance of an offer begins on the day the counter-offer is delivered.

45 (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").

46 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the Closing Date is the date when the parties will execute and record the closing documents required to be furnished by each party.

47 (C) ("Closing") on or about 10/27/2016 ("Closing Date").

48 (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

Buyer's Initials J P

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

54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer are deposited into a escrow account held by a third party, then the Closing Date shall be extended for such period necessary to obtain a Consumer Financial Protection Bureau Closing Disclosure. The extension period shall not exceed 10 days.

55 (b) If extreme weather or other condition or event constituting a disruption of utilities or other services essential for Closing occurs, and such utility or service, or insurance, to become unavailable prior to Closing, Closing shall be delayed until such time as the utility or service is restored or the insurance is reinstated. If restoration of such utility or service does not occur within 14 days after the date of this Contract, then Buyer may terminate this Contract by delivering written notice to the other party, 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, at the time of Closing, deliver the Property to Buyer free of tenants, occupants and future lessees.

68 (b) Seller shall remove all personal items and trash from the Property.

69 (c) Seller shall pay all amounts due to the Buyer for the removal of 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

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,
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 (**CH**)
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 Loan Commitment ("Loan Commitment") and thereafter to close this Contract. Buyer shall
101 keep Seller and Broker advised of the status of mortgage loan application and Loan Commitment and
102 cause lender to disclose such status and progress to Seller and Broker.

103 Upon Buyer's receipt of Loan Commitment, Buyer shall provide Seller
104 with copy of the Loan Commitment and shall receive Loan Commitment by Loan Commitment Date, then the
105 earlier of:
106

- 107 (i.) Buyer's delivery of written notice to Seller that Buy
108 to waive the financing contingency of this Contract;
109 (ii.) 7 days prior to the Closing Date specified in 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 and all other
113 obligations under this Contract. If neither party has timely canceled this
114 Contract, then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment and failure to
116 close, the Deposit shall be paid to Seller unless failure to close is due to:
117 (1) conditions of the Loan Commitment have not been met (excluding
118 provisions of this Contract); (2) the lender refuses to fund the loan based on
119 of the Loan Commitment; or (4) the loan is not funded due to financial
120 reasons. In such event, the Deposit shall be returned to Buyer, thereby releasing Buyer
121 from its obligations under this Contract.

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

124 CLOSING COSTS, FEES AND EXPENSES

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

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 Maintenance Requirements, Seller
132 will pay the difference between the amount escrowed and the cost to Seller to meet the AS IS
133 Maintenance Requirements. Seller will also pay the difference between the amount escrowed and the
134 cost to Seller to meet the AS IS Maintenance Requirements if the actual costs exceed the amount
135 escrowed. Seller will also pay the difference between the amount escrowed and the cost to Seller to
136 meet the AS IS Maintenance Requirements if the actual costs exceed the amount escrowed. Any unused portion of escrowed amount will be returned to Seller at Closing.

137 (b) COSTS TO BE PAID BY BUYER:

- 138 • Taxes and recording fees on notes and mortgages
- 139 • Recording fees for deed and financing statements
- 140 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 141 • Survey (and elevation certification, if required)
- 142 • Lender's title policy and endorsements
- 143* • HOA/Condominium Association application/transfer fees
- 144* • Municipal lien search (if Paragraph 9(c) (ii) is checked)
- 145* • Other: _____

146 (c) TITLE EVIDENCE AND INSURANCE: At least _____ (if applicable) of the

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

168 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer m
169 surveyed and certified by a registered Florida surveyor ("S
170 Property, a copy shall be furnished to Buyer and Closing Ag
171*

172* (e) **HOME WARRANTY:** At Closing, Buyer Seller N
173 warranty plan provides for repair or replacement of many o
174 appliances in the event of breakdown due to normal wear an
175

176 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i)
177 ("public body" does not include a Condominium or Homeow
178 ratified before Closing; and (ii) the amount of the public b

improvement which is substantially complete as of Effectiv

improvement which is substantially complete as of Effective Date, if any, and any assessments or taxes imposed on the Property before Closing. Buyer shall pay all such amounts as they become due and shall be paid in installments (**CHECK ONE**):
 (a) Seller shall pay installments due prior to Closing and any 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 (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 which, in sufficient quantities, may present health risks to persons who breathe it. If radon levels exceed federal and state guidelines have been found in buildings near the Property, information concerning radon and radon testing may be obtained from your county Health Department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed in the Disclosure Statement, Seller does not know of any improvements made to the Property which were required by law or made pursuant to permits which have not been properly obtained.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks. If Buyer has any concerns or desires additional information regarding mold, Buyer should contact a mold removal professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised of the flood zone the Property is in, whether flood insurance is required to insure the Property, and the steps involved in improving the Property and rebuilding in the event of casualty. If the Property is located in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or other area where flood insurance is required, and the National Flood Insurance Program determines that the elevation of the Property is below minimum required by law, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, and Buyer shall be released from all obligations under this Contract, except for the return of Buyer's deposit. Seller from all further obligations under this Contract, including the cost of insurance premiums, if any, resulting from the buildings and flood zone designation of Property. The insurance company may require additional fees or adjust premiums for pre-Flood Insurance coverage. If the insured or spouse does not have a valid flood insurance policy, an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of the Energy Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential structures, disclosure of lead-based paint is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE CONTRACT UNTIL BUYER HAS RECEIVED HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE**

- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD ASK FOR A TAX DISCLOSURE STATEMENT WHICH WILL LIST PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES DUE ON THE PROPERTY 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 of 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-fraudulent transfer to Buyer and Closing Agent that no withholding is required. Seller shall provide Buyer with a copy of the FIRPTA disclosure statement to Seller. 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 property 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 concerning any currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE. CONDITION. INSPECTION.

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear, the lessee shall maintain the Property, including, but not limited to, lawn, shrubbery, and pools ("IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a)

as

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255
256

- 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 (c) **SELLER ASSISTANCE AND COOPERATION IN CLO**
263 inspection of the Property identifies open or needed build
264 Buyer all plans, written documentation or other information
265 relating to improvements to the Property which are the su
266 promptly cooperate in good faith with Buyer's efforts to obt
267 resolve such Permit issues. Seller's obligation to cooper
268 authorizations, consents, or other documents necessary for
269 of such repairs or work prepared, but in fulfilling such obli
270 become obligated to expend, any money.

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271
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- 274 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRA**
275 cost, Seller will, at Closing, assign all assignable repair, trea
276 to Buyer.

277 **ESCROW AGENT AND DEPOSIT**

- 278 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively
279 and other items is authorized, and agrees by acceptance of the
280 within the State of Florida and, subject to **COLLECTION**, disbu
281 of this Contract. Failure of funds to become **COLLECTED** shall
282 demands for the Deposit are received, or Agent has a good fa
283 may take such actions permitted by this Paragraph 13, as Agent
284 or liabilities under this Contract, Agent may, at Agent's option,
285 until the parties agree to its disbursement or until a final jud
286 determine the rights of the parties, or Agent may deposit same
287 of the dispute. An attorney who represents a party and also
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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.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises
square footage, and all other facts and representations made by
professionals for legal, tax, environmental, and other specialized
and the transaction contemplated by this Contract. Broker represents
Property and that all representations (oral, written or otherwise)
public records. **BUYER AGREES TO RELY SOLELY ON STATEMENT OF
GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY
FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND
WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller
individually indemnifies, holds harmless, and releases Broker and
employees from all liability for loss or damage, including all costs
at all levels, suffered or incurred by Broker and Broker's officers
with or arising from claims, demands or causes of action instituted
information provided by the Indemnifying Party or from public records;
failure to perform contractual obligations; (iii) Broker's performance
beyond the scope of services regulated by Chapter 475,
recommendation or retention of any vendor for, or on behalf of, Indemnifying
provided by any such vendor for, or on behalf of, Indemnifying
vendor. Buyer and Seller each assumes full responsibility for settling
and paying their other costs under this Contract whether or not
relieve Broker of statutory obligations under Chapter 475, F.S.,
Broker will be treated as a party to this Contract. This Paragraph
Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (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 liquidating
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

326 default by Buyer, shall be split equally between Listing Br
327 Cooperating Broker's share shall not be greater than the c
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 to
331 Buyer may elect to receive return of Buyer's Deposit without
332 from Seller's breach, and, pursuant to Paragraph 16, may
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this Co

335 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims a
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 conflicting
339 resolve such Dispute, failing which, Buyer and Seller shall s
340 16(b).

341 (b) Buyer and Seller shall attempt to settle Disputes in an amic
342 Rules for Certified and Court-Appointed Mediators and Chap
343 The mediator must be certified or must have experience in
344 sought without first complying with this Paragraph 16(b). D
345 may be resolved by instituting action in the appropriate cou
346 16 shall survive Closing or termination of this Contract.

347 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any
348 by this Contract, and each party will pay their own costs, expen
349 conducting the mediation. In any litigation permitted by this C
350 recover from the non-prevailing party costs and fees, including
351 the litigation. This Paragraph 17 shall survive Closing or termina

352 **STANDARDS FOR REAL ESTATE TRANSA**

353 **18. STANDARDS:**

354 **A. TITLE:**

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LI**
356 Paragraph 9(c), the Title Commitment, with legible copies of i
357 shall be issued and delivered to Buyer. The Title Commitment
358 Seller at or before Closing and shall provide that, upon recordi
359 insurance in the amount of the Purchase Price, shall be issued
360 Real Property, subject only to the following matters: (a) comp
361 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 easements
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 A.
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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STANDARDS FOR REAL ESTATE TRANSACTION

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 this
385 Contract. If Seller fails to timely cure defects, and Buyer does not waive the
386 cure period, Buyer shall receive a refund of the Deposit, thereby releasing Buyer
387 from the Contract.

388 **B. SURVEY:** If Survey discloses encroachments on the Real
389 Estate, or if Survey discloses any other matter that would
390 encroach on setback lines, easements, or lands of others, or
391 violate any governmental regulations described in STANDARD A (i)(a), (b)
392 such matters, together with a copy of Survey, to Seller within 5 days
393 than Closing. If Buyer timely delivers such notice and Survey to Seller,
394 Survey shall constitute a title defect, subject to cure obligations
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 im
397 the Real Property is insurable in accordance with STANDARD
398 access.

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

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

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

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

433 **H. CONVEYANCE:** Seller shall convey marketable title to the
434 personal representative's, or guardian's deed, as appropriate
435 described in STANDARD A and those accepted by Buyer. P
436 transferred by absolute bill of sale with warranty of title, subje
437 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
441 Seller. Seller shall pay all costs of title insurance, or, if no title
 insurance, or, if no title insurance, designated by Seller. Closing

447 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTOR**
448 provides insurance against adverse matters pursuant to Section
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 Sec.
453 escrow and closing procedures shall apply: (1) all Closing proce-
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 Per-

462 **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 in

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of prior year, then taxes shall be prorated based upon prior year
agreed upon between the parties, failing which, request shall
informal assessment taking into account available exemptions
either party's request, be readjusted upon receipt of current
Closing.

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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-
482 ("Casualty Loss") and cost of restoration (which shall include a-
483 not exceed 1.5% of Purchase Price, cost of restoration shall be
484 pursuant to terms of this Contract. If restoration is not completed
485 cost to complete restoration (not to exceed 1.5% of Purchase P-
486 restoration exceeds escrowed amount, Seller shall pay such ad-
487 Purchase Price). Any unused portion of escrowed amount shall be returned
488 Deposit, thereby releasing Buyer and Seller from all further obli-
489 with respect to tree damage by casualty or other natural occurre-
N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into
490 Closing or deferred) under Section 1031 of the Internal Re-
491 cooperate in all reasonable respects to effectuate the Exchan-
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Buyer's Initials J P
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STANDARDS FOR REAL ESTATE TRANSACTION

495 however, cooperating party shall incur no liability or expense re-
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 re-
502 as effective as if given by or to that party. All notices must be
503 delivery or electronic (including "pdf") media. A facsimile or elec-
504 any signatures hereon shall be considered for all purposes as a
505 of electronic signatures, as determined by Florida's Electronic S
506

P. INTEGRATION; MODIFICATION: This Contract contains th

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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

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"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.

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

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(ii) If Seller has received a Withholding Certificate from the IRS
withholding in this transaction and provides same to Buyer by
sum, if any required, and timely remit said funds to the IRS.

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(iii) If prior to Closing Seller has submitted a completed application
has provided to Buyer the notice required by 26 CFR 1.1445-1(e)(2)(ii) and
received as of Closing, Buyer shall, at Closing, withhold the applicable
Seller on the transfer and, at Buyer's option, either (a) timely remit
funds in escrow, at Seller's expense, with an escrow agent selected
by the parties, to be subsequently disbursed in accordance with
remitted directly to the IRS if the Seller's application is rejected or
(iv) In the event the net proceeds due Seller are not sufficient
transaction, Seller shall deliver to Buyer, at Closing, the additional
funds required to satisfy the Seller's obligation to pay the applicable
withholding tax.

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 STANDARD
555 8288 and 8288-A, as filed.

556 W. RESERVED

557 X. BUYER WAIVER OF CLAIMS:

563 ADDENDA AND ADDITION

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

- | | |
|--|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Cor |
| <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 (Pr) |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Person |
| <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 C |

566* 20. **ADDITIONAL TERMS:** Seller to allow Buyer access to proper
567 Seller and Buyer agree that inspection period shall be in busi
568 Seller agrees to allow Closing Agent to extend closing date u
569 marketable title.

570 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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Buyer's Initials J P

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594 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN
595 BE COMPLETED.
596

597*
598

Buyer: Jay Prates

599*
600

Buyer: _____

601*
602

Seller: _____

603*
604

Seller: _____

605

Buyer's address for purposes of notice

606*

libertytrustgroupllc@gmail.com

607*

415-573-6448

608*

Seller

609

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

615*

Keith P. Mahl

616

Cooperating Sales Associate, if any

617*

618

Cooperating Broker, if any

K

List

List

Buyer's Initials J P

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MERVIN HORWITZ REV TR

JAY PARTEEK

4605 NW 48TH ST TAMARAC FL 33319

J P

J P



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09/23/2016

JAY PARTEEK

