

# "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  
2\* and JAY PARTEEK

3 agree that Seller shall sell and Buyer  
4 (collectively "Property") pursuant to the  
5 Purchase and any riders and addenda ("C

### 6 **1. PROPERTY DESCRIPTION:**

7\* (a) Street address, city, zip: 4605 N

8\* (b) Property is located in: BROWAR

9\* (c) Real Property: The legal description  
10 Legal Description as Sho

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

(a) Initial deposit to be held in escrow  
The initial deposit made payable

**(CHECK ONE):** (i) ☐ accompanied

blank, then 3) days after Effective

OPTION (ii) SHALL BE DEEMED

Escrow Agent Information: Name

Address: 2929 E. Commercial

Phone: 954.493.8288 E-ma

(b) Additional deposit to be delivered

36\* days after Effective Date .....  
37 (All deposits paid or agreed to be  
38\* (c) Financing: Express as a dollar amount  
39\* (d) Other: \_\_\_\_\_  
40 (e) Balance to close (not including Broker's fee)  
41\* transfer or other **COLLECTED** funds.  
42 **NOTE: For the definition of "Closing Date," see Paragraph 6.**  
43 **3. TIME FOR ACCEPTANCE OF OFFER:**  
44 (a) If not signed by Buyer and Seller within  
45\* \_\_\_\_\_ 2 days \_\_\_\_\_, this offer shall be deemed  
46 to Buyer. Unless otherwise stated, the offer shall be valid for  
47 day the counter-offer is delivered to Buyer.  
48 (b) The effective date of this Contract shall be the date the offer is  
49 initialed and delivered this offer or counter-offer.  
50 **4. CLOSING DATE:** Unless modified by Paragraph 5, the Closing Date shall be  
51 and the closing documents required by Paragraph 6 shall be delivered  
52\* ("Closing") on \_\_\_\_\_ or about 10/27/2016.

Buyer's Initials JP  
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53 **5. EXTENSION OF CLOSING DATE:**  
54 (a) If Paragraph 8(b) is checked and the Closing Date is extended  
55 to Consumer Financial Protection, then Closing Date shall be extended  
56 then Closing Date shall be extended. The extension period shall not exceed 10 days.  
57 (b) If extreme weather or other conditions prevent the Closing Date, or  
58 disruption of utilities or other services, or if the Closing Date is extended  
59 insurance, to become unavailable, then the Closing Date shall be extended  
60 after restoration of utilities and other services, or if the Closing Date is extended  
61 Flood or Homeowners' insurance, then the Closing Date shall be extended  
62 not occurred within \_\_\_\_\_ (if the Closing Date is extended)  
63\* this Contract by delivering written notice to the other party.  
64 releasing Buyer and Seller from all obligations under this Contract.  
65 **6. OCCUPANCY AND POSSESSION:**  
66 (a) Unless the box in Paragraph 6(b) is checked, the Seller shall deliver  
67 the Property to Buyer free of tenancy, liens, and encumbrances, and shall  
68 removed all personal items and appliances, and shall deliver the Property to  
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removed all personal items and access devices and codes, as a assumes all risks of loss to the maintenance from that date, and time of taking occupancy.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO A LEASE(S)** after Closing. All facts and terms thereof shall be delivered to Buyer, all within that the lease(s) or terms of occupancy delivery of written notice of such and Buyer shall be refunded the this Contract. Estoppel Letter(s) is intended to be occupied by Seller.

**7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign this Contract; ☐ may assign but not this Contract.

**8. FINANCING:**

☒ (a) Buyer will pay cash for the purchase of the property. Buyer's obligation to close. If Buyer acknowledges that any terms and conditions affect or extend the Buyer's obligation to close.  
☐ (b) This Contract is contingent upon Buyer obtaining a ☐ VA or ☐ other \_\_\_\_\_ days after Effective Date ("Loan Closing Date"). If Buyer obtains an adjustable rate loan in the Loan Amount (if left blank, then prevailing rate based on then 30) years ("Financing").

Buyer shall make mortgage loan application on or before the Effective Date and use good faith and diligence to obtain a "Loan Commitment") and thereafter to close the transaction. Buyer shall status of mortgage loan application and lender to disclose such status and provide a copy of the same to Buyer.

Upon Buyer's receipt of Loan Commitment, Buyer shall receive Loan Commitment by Loan Closing Date or the earlier of:

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- 107 (i.) Buyer's delivery of written  
108 to waive the financing co  
109 (ii.) 7 days prior to the Closing  
110 8(b) (ii), shall not be mod  
111 If either party timely cancels this Con  
112 of this Contract, Buyer shall be re  
113 obligations under this Contract. If ne  
114 then this financing contingency shall  
  
115 If Buyer delivers written notice of re  
116 close, the Deposit shall be paid to S  
117 conditions of the Loan Commitmen  
118 provisions of this Contract); (3) appr  
119 of the Loan Commitment; or (4) the l  
120 the Deposit shall be returned to Buy  
121 Contract.  
122\* ☐ (c) Assumption of existing mortgage  
123\* ☐ (d) Purchase money note and mor

124 **CLOSING**

- 125 **9. CLOSING COSTS; TITLE INSURANCE**  
126 (a) **COSTS TO BE PAID BY SELLER**  
127 • Documentary stamp taxes and surtax  
128 • Owner's Policy and Charges (if Paragraph 9  
129 • Title search charges (if Paragraph 9  
130\* • Municipal lien search (if Paragraph 9  
131 If, prior to Closing, Seller is unab  
132 a sum equal to 125% of estimated  
133 Closing. If actual costs to meet t  
134 pay such actual costs. Any unuse  
135 (b) **COSTS TO BE PAID BY BUYER**  
136 • Taxes and recording fees on notes  
137 • Recording fees for deed and financ  
138 • Owner's Policy and Charges (if Paragraph 9  
139 • Survey (and elevation certification, if required)  
140 • Lender's title policy and endorsement  
141 • HOA/Condominium Association ap  
142 • Municipal lien search (if Paragraph 9  
143\* • Other:\_\_\_\_\_

- 144 (c) **TITLE EVIDENCE AND INSURANCE**

144\* (c) **TITLE EVIDENCE AND INSURANCE:** Seller shall provide to Buyer, no later than 5) days prior to Closing, a copy of the title insurance policy from a Florida licensed title insurer, with the "Closing Commitment") and, after Closing, a copy shall be furnished to Buyer. The title insurance policy premium, title search and other charges shall be set forth below. The title insurance premium shall be calculated and allocated in accordance with the mandated closing disclosures and the following: **(CHECK ONE):**

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155\* ☐ (i) Seller shall designate Closing Agent to provide title insurance premium for Buyer's lender's title insurance and endorsements and loan closing costs; and  
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159\* ☐ (ii) Buyer shall designate Closing Agent to provide title insurance services related to Buyer's lender's title insurance; and  
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161\* ☒ (iii) [MIAMI-DADE/BROWARD COUNTY] shall provide title insurance policy of title insurance or other

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163 evidence, which is acceptable to the lender, and (C) municipal lien search. If Buyer's owner's policy, and if applicable, than \$ \_\_\_\_\_ (if left blank, shall be performed by Closing Agent.

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168 (d) **SURVEY:** On or before Title Event, the Property shall be surveyed and certified by a registered Professional Surveyor. If the Property is not surveyed, a copy shall be furnished to Buyer.

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171\* (e) **HOME WARRANTY:** At Closing, Seller shall provide a copy of the home warranty plan provides for repair or replacement of major appliances in the event of breakdown.

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175 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall provide a copy of the "public body" does not include a special assessment ratified before Closing; and (ii) the improvement which is substantial

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179 imposed on the Property before  
180 be paid in installments (**CHECK**  
181\* ☐ (a) Seller shall pay installments  
182 Installments prepaid or due for the  
183\* ☒ (b) Seller shall pay the assessments  
184 IF NEITHER BOX IS CHECKED,  
185 This Paragraph 9(f) shall not apply  
186 (CDD) pursuant to Chapter 190, I

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188 **10. DISCLOSURES:**

- 189 (a) **RADON GAS:** Radon is a natural gas that, in  
190 sufficient quantities, may present health risks. Radon  
191 exceed federal and state guidelines. Radon testing may be  
192 radon and radon testing may be required.  
193 (b) **PERMITS DISCLOSURE:** Except as disclosed in writing,  
194 Seller does not know of any improvements or alterations  
195 or made pursuant to permits which require a permit.  
196 (c) **MOLD:** Mold is naturally occurring and may be present  
197 or desires additional information regarding mold.  
198 (d) **FLOOD ZONE; ELEVATION CERTIFICATE:** If the Property is in a  
199 zone the Property is in, whether or not the Seller is aware of,  
200 improving the Property and rebuilding or repairing the Property  
201 or "Coastal Barrier Resources Act" or "Coastal Barrier Resources  
202 and Wildlife Service under the Coastal Barrier Resources Act  
203 and /or flood insurance rating purposes, the Seller shall obtain  
204 coverage through the National Flood Insurance Program (NFIP).  
205\* §4012a, Buyer may terminate this contract within (10 or 20)  
206 then 20) days after Effective Date of this contract. Seller shall  
207 Seller from all further obligations and liabilities arising from  
208 buildings and flood zone designations. Seller shall pay any  
209 additional fees or adjust premiums for flood insurance coverage  
210 (residential structures in which the Seller is required to obtain  
211 elevation certificate may be required).  
212 (e) **ENERGY BROCHURE:** Buyer shall receive the Energy  
213 Brochure required by Section 553.03(2)(b), F.S.  
214 (f) **LEAD-BASED PAINT:** If Property is built prior to 1960,  
215 mandatory.  
216 (g) **HOMEOWNERS' ASSOCIATION:** If the Property is part of a  
217 **CONTRACT UNTIL BUYER RECEIVES TITLE INSURANCE**  
218 **ASSOCIATION/COMMUNITY DEVELOPMENT**

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- (h) **PROPERTY TAX DISCLOSURE:** PROPERTY TAXES AS THE AMOUNT TO PAY IN THE YEAR SUBSEQUENT TO ANY IMPROVEMENTS TRIGGERS HIGHER PROPERTY TAXES. IN THE COUNTY PROPERTY APPRAISAL DISTRICT.
- (i) **FIRPTA TAX WITHHOLDING:** Seller is required to withhold tax on the Foreign Investment in Real Property Tax (FIRPTA) which may require Seller to provide Buyer, at or prior to Closing, a written statement to Buyer and Closing Agent that no tax is being withheld pursuant to FIRPTA. Buyer and Seller agree to execute all necessary rights, obligations, reporting and withholding requirements.
- (j) **SELLER DISCLOSURE:** Seller hereby certifies that the facts stated in the preceding sentence, Seller extends no warranty, express or implied, as to the physical condition of the property. Any writing Seller has received no later than the date of this agreement, currently uncorrected building, engineering, or environmental reports.

## **PROPERTY MAINTENANCE**

**11. PROPERTY MAINTENANCE:** Except as otherwise provided in writing, Seller shall maintain the Property, including, but not limited to, the exterior of the Property, in good condition and repair (the "Maintenance Requirement").

## **12. PROPERTY INSPECTION; RIGHT TO SELL**

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- (b) **WALK-THROUGH INSPECTION**  
prior to time of Closing, as specified in the AS IS Maintenance Requirement Schedule (and follow-up walk-through, if any), and the Seller shall ensure that all Personal Property are on the Property at Closing.
- (c) **SELLER ASSISTANCE AND**  
inspection of the Property identified in the AS IS Maintenance Requirement Schedule. Seller shall provide Buyer all plans, written documents, and records relating to improvements to the Property and promptly cooperate in good faith to obtain and resolve such Permit issues. Seller shall provide all authorizations, consents, or other documents required for such repairs or work prepared by Buyer. Seller shall become obligated to expend, any

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

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**13. ESCROW AGENT:** Any Closing Agent or other items is authorized, and agreed to by the parties, to act as the Escrow Agent within the State of Florida and, subject to the terms of this Contract. Failure of funds to be received by the Escrow Agent or demands for the Deposit are received by the Escrow Agent may take such actions permitted by the law to protect or liabilities under this Contract, Agent shall not be responsible until the parties agree to its disbursement. The Escrow Agent shall determine the rights of the parties, or

of the dispute. An attorney who represents the Seller shall



of the dispute. An attorney who represents either party shall not be liable for any action. Upon notifying all parties concerned in writing, except to the extent of accounting to the Broker, Agent will comply with provisions of the escrow disputes through mediation, arbitration. Any proceeding between Buyer and Seller or in any proceeding where Agent is involved, attorney's fees and costs incurred, together with Agent shall not be liable to any party, except due to Agent's willful breach of this Contract or termination of this Contract.

**14. PROFESSIONAL ADVICE; BROKER'S OBLIGATIONS:** Broker shall provide Buyer with square footage, and all other facts and information from professionals for legal, tax, environmental, and the transaction contemplated by this Contract. Property and that all representations are based on public records. **BUYER AGREES TO INDEMNIFY GOVERNMENTAL AGENCIES FOR ANY LOSS OR LIABILITY (IN WRITTEN OR OTHERWISE) OF** Broker shall individually indemnifies, holds harmless employees from all liability for loss or damage, at all levels, suffered or incurred by Buyer or Seller with or arising from claims, demands, damages, information provided by the Indemnifying Party's failure to perform contractual obligations beyond the scope of services required by recommendation or retention of any vendor provided by any such vendor for, on behalf of, or vendor. Buyer and Seller each assume responsibility and paying their other costs under the Contract to relieve Broker of statutory obligations. Broker will be treated as a party to this Contract.

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**15. DEFAULT:**  
(a) **BUYER DEFAULT:** If Buyer fails to perform, including payment of the Deposit, Deposit for the account of Seller, this Contract, and in full settlement of all obligations under this Contract, or to enforce Seller's rights under the

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default by Buyer, shall be split equally between the Cooperating Broker's share shall be paid to Cooperating Broker.

- (b) **SELLER DEFAULT:** If for any reason despite a reasonable diligent effort, Seller is unable to complete Buyer may elect to receive return of earnest money from Seller's breach, and, pursue legal action for performance.

This Paragraph 15 shall survive Closing.

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

- (a) Buyer and Seller will have 10 days to attempt to resolve such Dispute, failing which the Dispute shall be resolved in accordance with Paragraph 16(b).
- (b) Buyer and Seller shall attempt to resolve the Dispute by Rules for Certified and Court-Appointed Mediators. The mediator must be certified or licensed and sought without first complying with any other dispute resolution may be resolved by instituting action in court. Paragraph 16 shall survive Closing or termination of this Contract.

**17. ATTORNEY'S FEES; COSTS:** The prevailing party in any litigation by this Contract, and each party will pay its own costs in conducting the mediation. In any litigation, the prevailing party shall recover from the non-prevailing party the costs of the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

**STANDARDS FOR**

**18. STANDARDS:**

**A. TITLE:**

- (i) **TITLE EVIDENCE; RESTRICTIONS:** Pursuant to Paragraph 9(c), the Title Commitment shall be issued and delivered to Buyer and Seller at or before Closing and shall include title insurance in the amount of the Purchase Price of the Real Property, subject only to the federal and state use restrictions, prohibitions and recording requirements.

362 appearing on the Plat or otherwise  
363 record without right of entry; (d) unp  
364 lines and not more than 10 feet in wi  
365 for year of Closing and subsequent y  
366 additional items, attach addendum);  
367 If there exists at Closing any violatio  
368 defect. Marketable title shall be dete  
369 Florida Bar and in accordance with la  
370 (ii) **TITLE EXAMINATION:** Buyer s  
371 Seller in writing specifying defect(s),  
372 it is delivered to Buyer less than 5 c  
373 date of receipt to examine same in a  
374 after receipt of Buyer's notice to tal  
375 Seller, Buyer shall be deemed to hav  
376 will deliver written notice to Buyer (v  
377 will close this Contract on Closing D  
378 Seller's notice). If Seller is unable  
379 expiration of Cure Period, deliver wr  
380 exceed 120 days within which Seller  
381 ("Extended Cure Period"); or (b) ele

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382 Date (or if Closing Date has passed  
383 receipt of Seller's notice), or (c) elec  
384 releasing Buyer and Seller from all fu  
385 is unable to timely cure defects, and  
386 shall receive a refund of the Deposi  
387 Contract.  
388 **B. SURVEY:** If Survey discloses e  
389 encroach on setback lines, easeme  
390 governmental regulations described  
391 such matters, together with a copy o  
392 than Closing. If Buyer timely delivers  
393 Survey shall constitute a title defect,  
394 prior survey, Seller shall, at Buyer's

preparation of such prior survey, to the  
**C. INGRESS AND EGRESS:** Seller shall ensure that the Real Property is insurable in a manner that provides access.

**D. LEASE INFORMATION:** Seller shall provide to Buyer a list of all tenant(s)/occupant(s) specifying name, address, and telephone number, and deposits paid by tenant(s) or occupant(s). If the same information shall be furnished to Buyer by Seller's affidavit, if any, differ materially from Paragraph 6, or if tenant(s)/occupant(s) do not provide to Seller within 5 days after receipt of this Contract and receive a refund of the Deposit under this Contract. Seller shall, at all times, fulfill its obligations thereunder.

**E. LIENS:** Seller shall furnish to Buyer a statement, claims of lien or potential liens, and repairs to the Real Property for 90 days prior to improved or repaired within that time period. Seller shall name general contractors, subcontractors, and names of all such general contractors and charges for improvements or repairs. All such charges have been paid or will be paid at Closing.

**F. TIME:** Calendar days shall be used. Other than time for acceptance and completion of repairs, dates specified in this Contract, whether or not they occur on a Saturday, Sunday, or a national holiday (if the Property is located) of the next business day.

**G. FORCE MAJEURE:** Buyer or Seller shall be liable to each other for damages so long as the delay is caused or prevented by Force Majeure. "Force Majeure" means unusual transportation delays, wars, strikes, or other events, despite diligent effort, the non-performing party, including Closing Date, will be extended beyond the Closing Date, provided, however, if such delay exceeds more than 14 days beyond Closing Date, the other and the Deposit shall be forfeited and the obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey the Real Property to the personal representative's, or guardian of the estate, as described in STANDARD A and the Real Property shall be transferred by absolute bill of sale with this Contract.

**I. CLOSING LOCATION; DOCUMENTS**

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## STANDARDS FOR REAL

439 (i) **LOCATION:** Closing will take place at the residence of the Seller, or at the residence of the  
440 attorney or other closing agent ("Closing Agent"), or at a location mutually agreed upon by the Seller and Buyer.  
441 insurance, or, if no title insurance, deed and mortgage recording fees, and applicable taxes.  
442 (ii) **CLOSING DOCUMENTS:** Seller shall provide to Buyer, at Closing, the following documents:  
443 sale, certificate(s) of title or other title insurance policy, deed, and mortgage, and all applicable  
444 affidavit(s), owner's possession and control affidavit, and all applicable taxes and fees.  
445 with paid receipts for all work done on the Property, and all applicable taxes and fees.  
446 applicable the survey, flood elevation certificate, and all applicable taxes and fees.  
447 (iii) **PROCEDURE:** The deed shall be recorded on the day of Closing. The Seller shall  
448 provides insurance against adverse matters. The Seller shall provide the following procedure  
449 procedure required by STANDARD J. The Seller shall provide the following procedure  
450 **closing funds**, disburse at Closing the following funds:  
451 **J. ESCROW CLOSING PROCEDURE:** The Seller shall provide the following procedure  
452 for insurance against adverse matters. The Seller shall provide the following procedure  
453 escrow and closing procedures shall be as follows:  
454 for a period of not more than 10 days after Closing. If the Seller is not the Buyer,  
455 of Buyer, Buyer shall, within the 10 days after Closing, provide the following procedure  
456 from date of receipt of such notification. The Seller shall provide the following procedure  
457 and all Closing funds paid by Buyer shall be used to repay the Seller's debt.  
458 simultaneously with such repayment. The Seller shall provide the following procedure  
459 convey the Property to Seller by special warranty deed. The Seller shall provide the following procedure  
460 demand for refund of the Deposit, Buyer shall provide the following procedure  
461 defect except as may be available to Buyer. The Seller shall provide the following procedure  
462 **K. PRORATIONS; CREDITS:** The Seller shall provide the following procedure  
463 of the day prior to Closing Date, or date of Closing. The Seller shall provide the following procedure  
464 (including special benefit tax assessment, and other expenses of Property. The Seller shall provide the following procedure  
465 and other expenses of Property. The Seller shall provide the following procedure  
466 assumable, in which event premiums shall be required by prorations to be made  
467 be required by prorations to be made. The Seller shall provide the following procedure  
468 be credited to Buyer. Escrow deposits shall be based on current year's tax with due  
469 based on current year's tax with due consideration of all applicable exemptions. If Closing occurs on a date  
470 exemptions. If Closing occurs on a date when the tax assessment is not available, taxes will be prorated  
471 available, taxes will be prorated based on the most recent available assessment. If the  
472 assessment is not available, then taxes will be prorated based on the most recent available  
473 on the Real Property by January 1st of the following year.

474 of prior year, then taxes shall be pro  
475 agreed upon between the parties, fa  
476 informal assessment taking into acc  
477 either party's request, be readjusted  
478 Closing.  
479 **L. ACCESS TO PROPERTY TO C**  
480 shall, upon reasonable notice, prov  
481 including a walk-through (or follow-up  
482 **M. RISK OF LOSS:** If, after Effectiv  
483 ("Casualty Loss") and cost of restora  
484 not exceed 1.5% of Purchase Price,  
485 pursuant to terms of this Contract. If  
486 cost to complete restoration (not to e  
487 restoration exceeds escrowed amount  
488 Price). Any unused portion of escrow  
489 Purchase Price, Buyer shall elect to  
490 Deposit, thereby releasing Buyer and  
491 with respect to tree damage by casua  
492 **N. 1031 EXCHANGE:** If either Selle  
493 Closing or deferred) under Section  
494 cooperate in all reasonable respect

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495 however, cooperating party shall inc  
496 contingent upon, nor extended or del  
497 **O. CONTRACT NOT RECORDAE**  
498 **EXECUTION:** Neither this Contract r  
499 be binding on, and inure to the be  
500 Whenever the context permits, singu  
501 given by or to the attorney or broker  
502 as effective as if given by or to tha  
503 delivery or electronic (including "pdf"  
504 any signatures hereon shall be consi  
505 of electronic signatures, as determin  
506 **P. INTEGRATION; MODIFICATION**

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

**Q. WAIVER:** Failure of Buyer or Seller to perform under this Contract, or to take advantage of any rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN** or handwritten provisions shall control.

**S. COLLECTION or COLLECTED** received, including Deposits, have been held by Escrow Agent or Closing Agent. Closing may be delayed by Closing Agent's accounts.

**T. LOAN COMMITMENT:** "Loan Commitment" conditions upon which the lender is bound by pre-approval letter nor a prequalification.

**U. APPLICABLE LAW AND VENUE** of Florida and venue for resolution of disputes in the county where the Real Property is located.

**V. FOREIGN INVESTMENT IN REAL ESTATE** "foreign person" as defined by FIRPTA.

property to withhold up to 15% of the net proceeds to the Internal Revenue Service (IRS). Seller shall obtain a Withholding Certificate from the IRS regarding complexity and potential risks of non-compliance, particularly if an "exempt transferee."

(i) No withholding is required under Section 1445 if Seller provides proof of same from Seller, which must be signed under penalties of perjury, stating Seller's taxpayer identification number and home address, and 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold on the transfer and timely remit said tax to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS, no withholding in this transaction and proof of same, if any required, and timely remit said tax to the IRS.

(iii) If prior to Closing Seller has submitted a Withholding Certificate to Buyer, Seller has provided to Buyer the notice required by 26 CFR 1.1445-2(c), received as of Closing, Buyer shall, at Buyer's expense, withhold on Seller on the transfer and, at Buyer's expense, remit the funds in escrow, at Seller's expense, to the IRS.

by the parties, to be subsequently delivered to the IRS if the Seller fails to do so.

(iv) In the event the net proceeds of the transaction, Seller shall deliver to Buyer the net proceeds of the transaction.



## STANDARDS FOR REAL

552 applicable requirement and thereafter  
553 disbursement in accordance with the  
554 (v) Upon remitting funds to the IRS  
555 8288 and 8288-A, as filed.

556 **W. RESERVED**

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

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**A**

564\* **19. ADDENDA:** The following additional  
565 this Contract (**Check if applicable**):

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| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> K.            |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> L.            |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> M.            |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> N.            |
| <input type="checkbox"/> E. FHA/VA Financing       | <input type="checkbox"/> O.            |
| <input type="checkbox"/> F. Appraisal Contingency  | <input checked="" type="checkbox"/> P. |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> Q.            |
| <input type="checkbox"/> H. Homeowners/Flood Ins.  | <input type="checkbox"/> R.            |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S.            |

566\* **20. ADDITIONAL TERMS:** Seller to allow  
567 Seller and Buyer agree that inspect  
568 Seller agrees to allow Closing Agent  
569 marketable title.

570 Closing agent will be Independent T

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

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**THIS IS INTENDED TO BE A LEGAL  
ADVICE OF AN ATTORNEY PRIOR TO**

589

**THIS FORM HAS BEEN APPROVED BY**

590  
591

Buyer's Initials JP  
FloridaRealtors/FloridaBar-ASIS-4x

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**AN ASTERISK (\*) FOLLOWING A LINE MUST  
BE COMPLETED.**

597\*  
598

Buyer: Jay Prater

599\*  
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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 Broker to compensation in connection with this Contract to disburse at Closing the full amount of proceeds of parties and cooperative agreements between Listing Broker and escrowed funds. This Contract shall not be binding on Listing Broker to Cooperating Brokers.

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Keith P. Mahl  
**Cooperating Sales Associate, if any**

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**Cooperating Broker, if any**

Buyer's Initials JP

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JAY PARTEEK MERVIN

4605 NW 48TH ST TAMARAC FL 33319

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09/23/2016

