



TRAINING 5.0 WORKBOOK: GATOR PAPERWORK



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Table of Contents

Subject	Page Number
5.1. Welcome to Your Exclusive Gator Paperwork!	3
5.2. Gator Paperwork Summary	5
5.3. Joint Venture Agreement	6
5.4. Earnest Money Loan Agreement	6
5.5. Purchase Contract and Escrow Instructions (The Best Wholesale Contract!)	6-7
5.6. Escrow Instructions	7
5.7. Gator Paperwork Homework	8
5.8. Gator Mindset & Inspiration	9

Disclaimer

I am not a CPA, attorney, insurance, contractor, lender, or financial advisor. The content in this document shall not be construed as tax, legal, insurance, construction, engineering, health & safety, electrical, financial advice, or other, and may be outdated or inaccurate; it is your responsibility to verify all information yourself. This is material for entertainment purposes ONLY.



5.1. Welcome to Your Exclusive Gator Paperwork!

This is the training you've been waiting for!

In training 5.0, you learned how your exclusive Gator Paperwork should be used together, the difference in mortgage states and deed states, how to find your own attorney, when to form an LLC, and other real world examples.

And, after seven informational, resource - packed trainings, you now know the what, why and how of Gator Method EMD.

No course can cover every contingency - **experience is often the best teacher, but now you have the mindset, people, and system skills needed to begin lending earnest money deposits.**



This workbook serves as a quick reference guide to your Gator Method Paperwork that has been covered in the course.

Make sure to read through and use your “**Gator Method EMD Due Diligence Package**” attached to this training submodule and also in Gator Resources. We handpicked prior resources from the course and packaged them together here, along with new content, so that you would have a great tool to help you stay on track during your Joint Venturing on EMD transactions.

The fun part is just beginning!



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This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, text, or other markings on the page.

5.2. Gator Paperwork Summary

Please find below a summary of the Gator Paperwork you will use to transact Joint Venturing on EMD.

Depending on your state and title company, you may need to use additional documents, but these are the ones provided in your course.

All documents below are attached to this submodule.

REMEMBER: DO NOT SHARE ANY OF THESE DOCUMENTS, except the “Purchase Contract and Escrow Instructions” commonly referred to as the wholesale contract! We want that contract to become the industry standard, so pass it around like candy! However, the “Earnest Money Loan Agreement” and the “Escrow Instructions” are exclusive documents intended only for the use of Gators who took action.

Summary Rows Color Key

Agreements Not submitted to title, Held back for Gator records

The three documents always submitted to title

This document is only submitted as needed.

DOCUMENT TITLE	WHAT IS THIS DOC? WHAT'S IT FOR?	Is this document submitted to title?
Joint Venture Agreement (Real Estate)	Used to establish a joint venture agreement between the Gator and their joint venture partner. This would be completed 1st.	No, held back for Gator's files.
EARNEST MONEY LOAN AGREEMENT	Establishes and defines the loan agreement between the Gator and their JV partner. This would be completed 2nd.	No, held back for Gator's files.
PURCHASE CONTRACT AND ESCROW INSTRUCTIONS	The BEST wholesale contract that everyone in the industry should be using. ONLY FILE/CONTRACT THAT CAN BE SHARED OUTSIDE OF THE PRIVATE Gator Method TRIBE!	Yes - always
ASSIGNMENT OF EARNEST MONEY DEPOSIT AND IRREVOCABLE ESCROW INSTRUCTIONS	Pre-closing document Instructions to the title company to return any EMD paid to the Gator.	Yes - always
IRREVOCABLE ESCROW INSTRUCTIONS (PAYMENT FROM BUYER AT CLOSING)	Closing document Outlines what Gators do What title needs to see (instead of loan agreement)	Yes - always
IRREVOCABLE ESCROW INSTRUCTIONS (Release of Earnest Money for Cancellation During Inspection Period)	The addendum the seller signs if the wrong wholesale contract is used that doesn't protect the Gator's EMD	Held back and only used if the contract is cancelled

5.3. Joint Venture Agreement

A **Joint Venture Agreement** is a business agreement where two or more parties agree to accomplish a specific task together. For example, those tasks could be co-wholesaling a deal or buying a property.

You and your JV partner need to fill out and sign this. You will hold back this document for your records.

You do not need to send this in to title.



5.4. Earnest Money Loan Agreement

An **earnest money loan agreement** is a legally binding contract between parties that outlines the terms of the Gator's agreement to send earnest money. In this case, it would represent the specific loan amount, basic terms, and lender compensation agreement.

This document is signed by both parties and held back by the Gator.

It does not get submitted to the title company.



5.5. Purchase Contract and Escrow Instructions (The Best Wholesale Contract!)

This contract is for the purchase and sale of real estate. It contains additional provisions to protect your EMD and allow the filing of a Memorandum of Contract. This contract is also commonly called a wholesale contract because it's primarily used for cash transactions.

If the intention is to wholesale the property, the purchase agreement must accompany an assignment contract with the new buyer.

The contract in your documents is the contract that you should have for your deal, but this contract is not industry standard yet. The course has already covered what to do in the event the wrong contract is used. Review training materials if needed.



This is 1 of the 3 documents that are always submitted to the title company.



5.6. Escrow Instructions

When contracting a purchase and sale agreement with the seller, earnest money must be deposited into Escrow. This is an account managed by a third party to receive, hold and disburse funds based on predetermined instructions.

There are three Escrow Instruction documents important to protecting your investment:

1. Payment from Buyer at Closing
2. Release of Earnest Money for Cancellation During Inspection Period
3. Assignment of Earnest Money Deposit

** Important tip: make sure the Escrow Agent understands all agreements prior to submitting funds.

EMD from Buyer to Gator

The Escrow Instructions labeled “Assignment of Earnest Money Deposit” specifically states that you are the principal of ownership in the earnest money deposit and retain that ownership all the way to closing. If the EMD is going to be returned to the buyer for any reason prior to closing, it will be released to the Gator NOT the buyer.

This is 1 of the 3 documents that are always submitted to the title company.

TO: _____
or
Property (the
Property: _____

Escrow/File No.: _____

Buyer/Assignor: _____

EMD Assignee: _____

Address for EMD Assignee: _____

Email for EMD Assignee: _____

Tel. for EMD Assignee: _____

**ASSIGNMENT OF EARNEST MONEY DEPOSIT
AND IRREVOCABLE ESCROW INSTRUCTIONS**
[Name of Title Company or Closing Attorney] or any title company
closing attorney serving as escrow agent for the sale of the
"Escrow Agent"

Payment from Buyer at Closing

The Escrow Instructions labeled “Payment from Buyer at Closing” specifically states the Gator will get their deposit back AND the agreed upon compensation at closing.

This is 1 of the 3 documents that are always submitted to the title company.

TO: _____
or
Property: _____

Escrow/File No.: _____

Original Buyer: _____

Payee: _____

Address for Payee: _____

Email for Payee: _____

Tel. for Payee: _____

Seller: _____

Earnest Money: \$ _____

Payee Compensation: \$ _____

**IRREVOCABLE ESCROW INSTRUCTIONS
(PAYMENT FROM BUYER AT CLOSING)**
[Name of Title Company/Closing Attorney] or any title company or attorney
serving as escrow agent for the sale of the Property (the "Escrow Agent")



Release of EMD During Inspection

The Escrow Instructions labeled “Release of Earnest Money for Cancellation during Inspection Period” specifically states that earnest money is to be released back to the Gator if the purchase and sale contract is cancelled during the inspection period.

This document may or may not be submitted to title

depending on the situation. It would be submitted to title if the contract was cancelled after the inspection period ended, and title is refusing to release the EMD back to you.



5.7. Gator Paperwork Homework

- 1** It is part of your job to read through all of these documents to better understand how, when, and why to use them. **Take notes, understand the legal jargon, and figure out how they can best help you in your business.**
- 2** **Confirm the validity and use of these documents with an attorney in the state(s) you plan to do business in.** These documents provided are samples for you to use - they may not account for state specific provisions or law changes.
- 3** Network with other Gators who are making deals and read through the online communities to see where they're doing deals and what type of deals they're doing. **A wise Gator is willing to learn from the experience of others.**
- 4** Finally, we cannot stress this enough - do not Joint Venture on EMD without picking up the phone and speaking with the title company or the closing attorney. Your paperwork needs the support of the title company in order to do its job. **Please ensure they understand the transaction and all instructions provided through the documents to protect your investment.**



5.8. Gator Mindset & Inspiration

Print this page & keep it nearby to help inspire you on your Gator Method journey.

“There is a difference between WISHING for a thing and being READY to receive it. No one is ready for a thing, until he believes he can acquire it. The state of mind must be BELIEF, not mere hope or wish. Open-mindedness is essential for belief. Closed minds do not inspire faith, courage, and belief. Remember, no more effort is required to aim high in life, to demand abundance and prosperity, than is required to accept misery and poverty. A great poet has correctly stated this universal truth through these lines:

*‘I bargained with Life for a penny,
and Life would pay no more,
However I begged at evening
When I counted my scanty store;*

*Life is a just employer.
He gives you what you ask,
But once you have set the wages,
Why, you must bear the task.*

*I worked for a menial’s hire,
Only to learn, dismayed,
That any wage I had asked of Life,
Life would have willingly paid’*

— Jessie B. Rittenhouse



Excerpt from Think And Grow Rich by Napoleon Hill
Chapter 2: Desire- The Starting Point of All Riches, The First Step Toward Riches

Mini Workbook Conclusion Page

Nice work finishing Gator Method 5.0: Gator Paperwork.

We know that you will use the “Joint Venturing on EMD Due Diligence Package” as a starting point to transact many deals in the years to come.

A huge benefit to this business you chose is that it truly presents a lifetime of opportunity. You’ve only just scratched the surface.

Time to move on to Gator Method 6.0!



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