

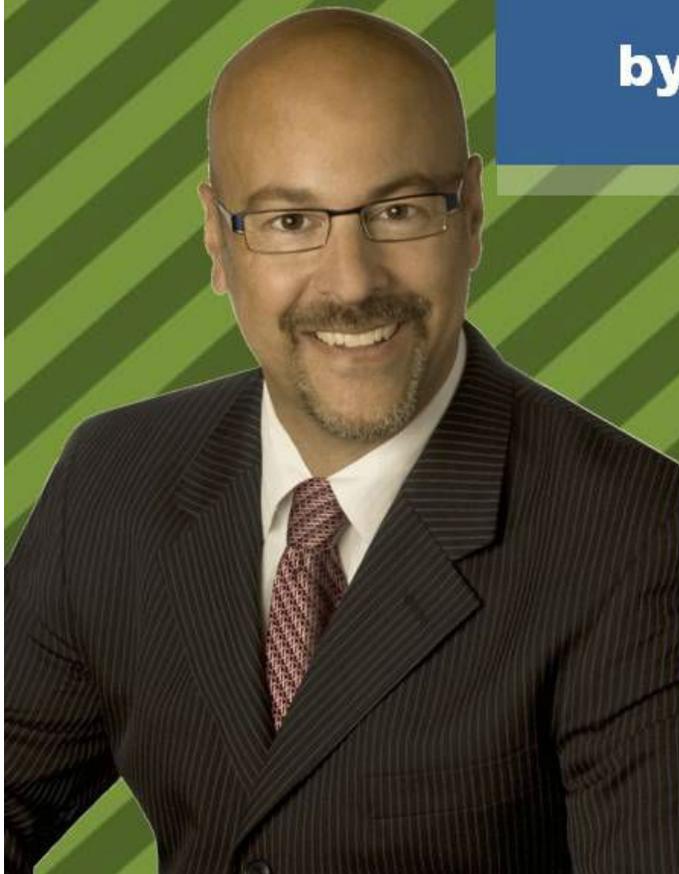


# Work Smarter Play Harder™

For Real Estate Investors

A Jumpstart Guide to  
Making Big Money  
in Real Estate Investing

by **David Dweck**



Dear Real Estate Investor,

I appreciate you making an investment in this course and your commitment to “Work Smarter, Play Harder”™! Included in this course is the manual that I use in teaching my boot camp as well as my book, 18 Real Estate Investing Tips and Strategies to Maximize Profits. In addition, please contact my office right away at 954-354-1000 to see when the next available boot camp dates will work with your schedule. Make it a priority to attend as soon as possible so that you can maximize the investment not only in this course, but yourself.

**It doesn't matter what's happening in the economy, the media, or the real estate meltdown... Investors are making big money in Real Estate!**

If you were to believe everything you hear and read, you might think that nobody is buying, selling, or renting real estate these days! Well, I am going to dispel that myth. Times have certainly changed and you can't do the same old, same old! I feel that if you take action and execute property, now is the best time to buy real estate.

As an investor and business owner myself, I understand the importance of leveraging your time and that is why I have chosen to give you multiple ways to consume the very valuable information provided in this course. When you apply the information you are learning in this course it does have the ability to influence your life in so many ways. Plus, I have included the Top 10 Documents that I use in my business and now you can use to jumpstart your real estate investment career. As a coach, I am vested in one thing and that is leveraging my knowledge to get you results. I have hand selected the most critical documents which will play a pivotal part in your investment success. These will save you countless hours and tons of money that I spent figuring out the hard way by making mistakes. It is my hope that you will become the beneficiary of learning from my mistakes so that you don't have to make them yourself and can accelerate the rate at which you succeed because of it.

In addition, as a \*bonus\* I've thrown in one 15 minute coaching session with me at no charge. All you have to do is email me at [david@daviddweck.com](mailto:david@daviddweck.com) after you have completed the course with your contact information and you should receive a response within 48 hours. If not, we most likely did not receive your email. I appreciate your investment in this course and look forward to having you share your success story with me in the future.

To Your Success,  
*David Dweck*

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1. Any request for a return must be made by phone within 3 calendar days from receipt.
2. All returns must include the actual product in resalable condition. All packages must be sent back Return Receipt through the U.S postal system or signature required through a recognized carrier (i.e. FedEx, UPS, DHL, etc.) within THREE (3) DAYS of the issuance. David Dweck P.A. is not responsible, and will not issue a credit for any returned package lost in shipping and/or not received with 10 calendar days from ship tracking date. The customer is responsible for all shipping costs in returning the product. It is your responsibility to package the product well to avoid damage during shipping!
3. The refund on an authorized return will be issued within 5 business days of receipt of the authorized returned product. No refund will be issued, regardless of receipt on any unauthorized return.

**It doesn't matter what's happening in the economy,  
the media, or the mortgage markets...  
Investors are making big money in Real Estate and You Can Be One of Them.  
That is if...**

## **You learn how to play the Game to Win!**

**Do you believe in the doom and gloom that the media has made recently into an everyday headline? If you pay attention, you will be just like everyone else and feel as if the sky is falling on the real estate market. If you were to believe everything you hear, you might think that nobody is buying, selling or renting real estate these days and be paralyzed by fear which leads you to do nothing because of it. HOWEVER, that is absolutely not true. A select few have a different approach to making money in markets like these and they are not any different than you. But they do know how to position themselves to play the real estate game to win. You can learn how to do it too and the best place to begin is by reading this manual because I am going to dispel that myth.**

**Times have certainly changed and you must change with the times. You must make the time to get educated on how you will learn to profit from the times regardless of whether they are good or bad times. You can't do the same old same old and expect different results. Historically, more millionaires have created their wealth through the vehicle of real estate more than any other way. I feel that if you educate yourself, act and execute properly, that you are sitting on one of the biggest opportunities to become one of these multi millionaire real estate investors yourself!!!**

**Let me tell you about a few of my students who are still members of the Boca Real Estate Investment Club that I founded in 1994. Diane Lashbrook, a former bartender at a well known establishment became a land lady and on one of her flips, made over \$100,000 in just a few years!!! This is not through any get rich quick programs. It is through an action plan that worked. Just like Diane, you will be able to customize an investment strategy that will take you from where you are now to your future investment goals after you complete this course and attend my boot camp. Another client of mine laser focused on the ugliest, nastiest, smelliest houses you can ever imagine and on their last deal made over \$100,000 in a bad market!!! Renata Wozniak, a Polish immigrant did numerous money making deals her first year and there are many other success stories. There's money to be made and you don't have to hit a home run every time; even if you make \$10,000 to \$15,000 on a quick deal, that can help your cash flow.**

**The "Work Smarter, Play Harder"™ For Real Estate Investors can be your ticket to achieving wealth, gaining financial freedom and personal independence, and living the life you deserve.**

**Here's What Other's Are Saying About David Dweck's "Work Smart Play Harder"™ For Real Estate Investors**

**“David is a real estate investor on steroids. He is knowledgeable, he’s passionate but most of all he is contagious. He will make you fall in love with investing and teach you how to make lots of money doing it along the way.”**

**Scott Britton**

**[www.realestatesuccess.com](http://www.realestatesuccess.com)**

**“David Dweck’s is the number one resource I refer people to when they need to know about real estate in South Florida. In fact anyone that wants to succeed in real estate will benefit from what he has to say.”**

**William Bronchick**

**Attorney, Investor and Author**

**Denver, CO**

**“David and the people that are members of the BRIC are a group of passionate people from all walks of life, that are committed to never ending continual education process so they can make the most of the power of real estate to enhance all aspects of their lives. Join them you don’t want to miss out.”**

**Katrina Campins**

**Realtor and owner of The Campins Company**

**Contestant on Donald Trump’s The Apprentice**

**Lifetime Member of the Boca Real Estate Investment Club**

**“The adjective which it would take me to describe the past eight months include educating and exhilarating. Your guidance has been instrumental in my development of real estate investing career. What I have learned from you would have taken me a lot longer and would have resulted in considerable more mistakes in both time and money.”**

**Jeff Merlin**

**MJ Real Estate Solutions**

**Coconut Creek, FL**

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## **3 Secrets to Getting a Jump Start in Real Estate Investing**

Real Estate is a dynamic vehicle for both short term cash flow and long term wealth. While it is not for everybody; over the years, more people have achieved not only the American Dream of home ownership; they've accumulated real wealth with real estate. Throughout this course you will see ACTION TIPS and at the end of the manual you will get a compilation of them for quick and easy reference in the pursuit of your future real estate investment endeavors.

Even if you decide you don't want to be a real estate investor and entrepreneur, my suggestion is own your own residence and at least one other property. You may use this course to be just that. I hope you don't stop at just one additional property. Over the years, I've helped hundreds of people make money. One of my students went from being a bartender at a respectable establishment to owning a bunch of single family houses and makes 6 figures on flips she did! To get to this point, you need to start somewhere and the best place to start is right here and to do this first you must overcome secret number one.

### **Secret Number 1**

#### **You must abolish and demolish REFF! The Real Estate Fear factor!!!**

The key to overcoming this very popular fear that prevents many from doing nothing at all is learning. Inside the word learn, is the word earn. Nothing can be more accurate that the amount you learn will be in direct proportion to the amount you will earn.

## Secret Number 2

### You must develop a Game Plan that is conducive to your current lifestyle.

Having an action plan and goals is critical to your success. I want to motivate, inspire and assist you in achieving the freedom you deserve and this can be accomplished through real estate but you have to pick the strategies that work into your schedule and your life. What works for others, may not work for you. Timing is also a critical element when determining the level of risk you can personally tolerate. Developing a customized action plan tailored to your needs will set you up for success from the start. Little small successes begin to add up over time.

**ACTION TIP: Your action plan can abolish and demolish REFF! The other “issue” that needs to be addressed is the “paralysis of analysis”!**

You have taken a step that will help shape your future. Real estate investing is not speculating or gambling. Ready for your first of many Dweckisms?

**Dweckism: Real Estate is not a speculator or spectator sport.**

You are not going to gamble on future appreciation (speculation) or sit on the sidelines and watch. You are going to be in it!!! Real estate investing is a calculated risk on a tangible asset that you control!

**ACTION TIP- Don’t just look for motivated sellers; find the desperate sellers who really need to sell. Please don’t take advantage of them! Nobody likes to be kicked when they’re down.**

## **Secret Number 3**

### **Overcome Paralysis of Analysis by Learning the Difference Between Calculated Risk and Speculation.**

You have taken a step that will help shape your future by learning the power of learning to invest in real estate. Real estate investing is not speculating or gambling. Real estate is not a speculator or spectator sport but you must have a strategy of the plays you must run and what times you need to execute them in order to create winning offensive moves that pay off in the long run. This builds off secret number two of getting comfortable with an investment strategy and mastering one at a time instead of becoming a jack of all trades and never mastering any.

If you feel comfortable with the concept of wholesaling, learn that first, if you have always wanted to be a landlord, then master the study of identifying cash flow opportunities. If you are hand and feel that you want to buy a property to fix and flip and that works best for your life and skill sets then choose that. But choose which one you feel most comfortable with out of the many options to make money in real estate presented in this manual. Set yourself up for success and then add on from there once you have become confident in the area of real estate you choose, you can always add components but believe me, it is a lot harder to eliminate workload when you have stretched yourself in too many directions.

Are you ready to jump right in? Before you do, one last WARNING: Eliminate negativity completely! Get rid of the nay sayers and disablers that disrespect your efforts and energy!!! Now let's go!

## Real Estate Investing 101: **Top 10 Things Every New Investor Must Know!**

These are in no particular order and are extremely critical to your success:

1. Have a plan and stick to it!

If you fail to plan then you plan to fail. Period. This is some tough love and this is where it all starts. What do you want to do? Have short term cash flow? Passive income? Write down your action plan and your goals. If you are working with me as your coach or mentor, I assist you in formulating your action plan.

2. You make money when you buy.

If you're buying to fix and sell then you need to buy no more than 65% of the after repaired value. If you're buying to keep, then you can pay up to 80% max of the after repaired value. Make sure to get accurate comparable sales! Comps are an essential component of a good buy! Especially in today's market!!!

3. Have a team in place.

If you have a partner, have a partnership agreement. Surround yourself with competent legal and accounting advisors. It is also good to have an "investor friendly" Realtor, mortgage broker and title company. Have independent contractors of all trades at your disposal. Build relationships! More on that later...

4. Always, always, always have an exit strategy.

For instance, if you're buying to wholesale a property and you don't wholesale it, be prepared to close on it and retail it. If it doesn't sell retail, be prepared to lease or lease option it. Have viable options!!! Don't buy on emotion; go with the facts!!

5. Driving for dollars.

Start by picking a few areas and learning those areas by driving around. Get a feel for a few specific areas. Look for run down or abandoned houses or apartment buildings. Talk to the neighbors. Look for retirees who may need to move from a house that needs complete updating. You can make a lot of money in the streets.

6. Marketing, marketing, marketing and networking, networking, networking.

You need to spend a little money to make money, whether it's direct mail, classifieds, etc. Make sure you have business cards and present yourself professionally. Attend real estate investor club meetings and other real estate investment events, chambers of commerce, charity events and so on...

7. Find a partner, mentor or coach who has been there, done that and can guide you for a percentage of the profits. There ain't no free lunch!! Put your agreement in writing and have a clear understanding of task delegations, financial commitment, accountability, etc...

8. Learn more = Earn more! Need I say anything else??

9. Make Offers... Lots and lots of them!! Don't be afraid to make plenty of reasonably low offers- Here are the magic words:  
All Cash, As-Is, Quick close.

10. Never be an "eager buyer" or "desperate seller".

The less you care, the less you do, the more you make! Take a step back from the analysis and make good business decisions. Don't get clouded by all the excitement. Go with your gut.

\*\*\* Bonus\*\*\*

11. Put it in writing! Whether it is contracts, agreements or partnerships- Everything must be in writing!!!

**My Top 10 list of prospecting methods:**  
(Not in any particular order)

*Remember to think out of the box!*

1. Website/social networking
2. Referrals/bird dogs
3. Lead groups/networking
4. Social/business functions
5. Classified ads/newspapers
6. People I do business with/business cards
7. Real estate investor clubs and associations
8. Mailings/response cards/direct mail
9. Driving for dollars.
10. Attorneys, Realtors, Mortgage Brokers

Whatever you do, you must have some sort of marketing plan and budget. Become a “go to” person in your area. Look at the resource guide in this course for companies that provide services such as printing, direct mail that can help you implement a marketing system.

## Strategies for Success

- Cash Flow- Flips, rental income
- Leverage- Money, time and your brain
- Appreciation- Buy and hold, forced appreciation (rehab)
- Planning- Strategies/CYA/Education

Let's review these four elements that are critical to your success in any market. Let's face it; cash flow is the life blood of any business. Flipping is not really true investing; it sure does help cash flow!

Cash Flow: My motto is "multiple streams of income (thanks Bob Allen), all within real estate". I generate cash flow from flipping wholesale and retail, rental income and doing hard money loans. I also generate cash flow with real estate commissions from brokerage deals.

**ACTION TIP- Look for deals you can pick up with equity. For example, an estate sale where the seller just wants to sell quickly way below market value. Another way of leaving equity alone is to not continuously refinance a property pulling out cash! Maintaining positive cash flow is much easier with equity!**

Leverage: you must not only leverage your money; you need to leverage your time and your brain. Delegate!! Do what you do well and let others take care of the "stuff" that takes away from your focus. Harness your strengths! Remember, equity is good! All the folks that used real estate as an ATM are contributing to the mortgage mess that we are in.

Appreciation: Remember that appreciation is never guaranteed!! Over the years, appreciation in America has been phenomenal! When you buy and hold real estate, you usually have two benefits: Positive cash flow and appreciation. Here's the rub: Appreciation isn't guaranteed so you need to insure you have positive cash flow!

**ACTION TIP- OPCF! On any property you acquire and hold, it must be Only Positive Cash Flow!!**

Planning: is a strategy that includes many components and should be reviewed, tweaked and fine tuned on a regular basis. You must have your goals and they must be...

**S.A.F.E.**

Simple

Attainable

Focused

Exit

**Simple**- Means keep it simple, keep it short.

**Attainable**- Even if it is a stretch, make sure you can go for it and achieve results.

**Focused**-don't go so wide, make your list of goals and make each goal very specific.

**Exit**-have a exit strategy so you can eliminate the potential failure of attaining your goals. For instance: let's say for example you hoped to acquire a property as one of your goals. Your initial idea was to sell it quickly for a profit. If it doesn't sell, your exit strategy could be to turn it into rental property. Wishing you S.A.F.E success!!!

You must have strategies, a marketing plan and assemble a team that can help you get where you want to be. Once you start doing deals and generating income, meeting with your CPA annually to do tax planning and other experts is highly recommended.

I consult with different experts on a regular basis and have mentors who have assisted me over the years. Please be sure to check out the many people I have studied with later on in this manual. In case you are just starting out, find an investor who is successful and offer to take that person to lunch so you can learn from a local expert. Remember, there is no free lunch so never expect something for nothing and don't cheap out and go to a fast food joint!!

One of the aspects to what I do is give. I don't like the term "give back". Giving is much more pure. Mostly, I give of my time and resources. Through this, I have made great friends. More importantly, I've seen proof of how I've helped those less fortunate. I traveled to Haiti with Frank McKinney to see how the half a million dollars I helped raise and contributed to built a self sustaining village that sheltered, clothed, fed, and educated homeless Haitian's. I dedicate a portion of my time to worthy causes and it is so rewarding and energizing.

**ACTION TIP- Get involved in a charity or volunteer to help the poor through a civic organization or your local church or synagogue. You will feel good by doing good and you may even get a deal from the experience!!**

***"When a goal matters enough to a person, that person will find a way to accomplish what once seemed impossible."***

**Nido Qubein**

## Foreclosures

### **3 Ways to Purchase Foreclosures:**

1. Direct from the owner (pre-foreclosure)
2. Auction
3. R.E.O.'s

#### 1. Pre-Foreclosure...

In this stage, the owner is behind on their payments but the property has not been taken back by the bank. This is one of the best ways to get great deals. You can find these via the internet via list providers, research the property and deal with the owner directly. The owner needs to be more than motivated; they need to be desperate.

You can contact them to get a meeting or create a marketing campaign targeted to pre-foreclosures that allows them to learn about the services you provide and the benefits to them. The "Yellow Letter" campaign works really well. If you can deal with the owner, the best time to go knocking is between 5 and 7 PM weekdays or on weekends. You'll get a lot of doors slammed in your face, and it takes a lot of time and energy with this approach. Guys, it's a good idea to bring women along. Many sellers are in the river of denial. Hopefully, you can find a desperate seller that is willing to deal.

#### 2. The Public Auction...

This is known as the courthouse "steps". In Florida, the starting bid at the auction is \$100.00. If your bid is accepted, a 5% deposit (cash or cashier's check only) is required to secure the property. The entire sale price must be PAID-IN FULL (again, cash or cashier's check) the SAME DAY! Failure to do so will result in the forfeiture of your 5% deposit. You'll need to have plenty of cash or to take advantage of these deals. Be extremely careful of hidden liens! You must have a title and lien search done before you bid on any property!

When you buy at auction, you take the house “as is” without the right to inspect. There could be occupants to evict, in addition to the usual disrepair associated with distressed properties.

As of 2011 in Florida, many county auctions are conducted online. Check with your local county by searching on the internet.

**ACTION TIP-Buying at auction is not suggested for the inexperienced! Check it out but don't swim with the sharks!**

### 3. R.E.O.'s...

If there is no high-bidder for a property at the foreclosure auction, the Lender becomes the owner of the property. These bank-owned properties are referred to as “Real Estate Owned” or R.E.O.'s.

Additionally, because banks are not in the real estate business, they rarely handle the sale of their R.E.O. properties. Most often, you will need a knowledgeable real estate agent who can assist in the purchase of these particular R.E.O. properties.

For many investors, R.E.O.'s are the best way to buy real estate. This is the safest and easiest stage of the foreclosure process and you can still purchase for at below market value.

### STEPS TO BUYING INVESTMENT PROPERTY:

1. Choose your market (if just starting out concentrate on one or two cities).
2. Review the properties.
3. Drive by the properties.
4. Choose a qualified real estate agent.
5. Make an offer.

**ACTION TIP- Buy low, sell low!**

## Contracts and Assignments

One of the keys to your success will be to understand the power of contracts and how to execute them properly on both the buy and sell side. You have to master the art of massaging the contracts to **your** benefit. With bank contracts, you really don't have much control. When dealing with FSBO's or real estate agents, that's when your contract savior fare can really keep you ahead of the game.

There are different schools of thought when it comes to selecting which contract to utilize. Here's my take in a nutshell. In Florida, we have what is called the FAR/BAR Contract, which is approved by the Florida Association of Realtors and the Florida Bar. This makes it a document that all parties can feel comfortable with and at the same time you can modify it and structure your deal according to your terms. The only time I don't use this contract is when I am wholesaling (my wholesale contract is included in this course). My wholesale contract is strictly used to sell a property wholesale to another investor.

When I wholesale a property, I use either an assignment of contract or the "wholesale contract" that I wrote with one of my attorneys. Both forms are included here and I go over them in detail in my Boot Camp.

**ACTION TIP- Learn and understand real estate contracts. If ever a buyer or seller asks you a question about them, you don't want to be caught off guard!**

In this section, I'll start out by giving you some tips for submitting bank offers. Every investor should learn how to do this or at least understand it. With the number of foreclosures we are currently experiencing you will most likely be negotiating some of your best deals with the bank at some point in time. Even though these are typically submitted by a real estate agent, you should know what is expected of the institution so you are not caught off guard. Later in this section, I'll cover other contract tips.

## Instructions for Submitting Bank Offers:

1. Offers should be on a Board of Realtors Contract. Banks always have addendums so make sure you obtain those from the listing agent and read and understand them prior to executing them. Many of these are in the banks favor and offer you very little if any protection!
2. Whether or not work is done by seller, property is being sold in “AS-IS” condition with no warranties. No inspection clause in contract.
3. All personal property, if any, is sold is “AS-IS”, “WHERE IS” condition with no warranties.
4. Closing date should reflect a specific date. The date should be 30 days or less from acceptance.
5. No fax paper for original contracts, once an offer is accepted.
6. Original blue ink signature, initials, and dates on all final contracts and addendum's.
7. Bank contracts are not assignable! You can do a simultaneous or double closing (this needs to be done right)!!
8. Escrow must equal 1% offer price with a minimum of \$1,000. The bigger the deposit, the better chance you have to you're your offer accepted. Sometimes a total of 5% is due upon acceptance of offer. Transaction is not consummated until full deposit has been received by Seller's closing company, or Seller agrees to escrow being held by selling agent.
9. It's a good idea that Buyer must physically see the property before making an offer.
10. No contingency allowed in an offer to purchase for the sale of any other property, even if under contract.

**More than one offer may be received on the property you are making an offer on. The seller is under no obligation to negotiate offers in the order in which they are received and it is solely at the discretion of the seller as to which offer, if any, the seller chooses to accept, reject or counter offer. The seller also has the right not to respond to any offers. THIS IS VERY COMMON!!**

## **Dealing with Multiple Offers**

When buying, there are a few tips to consider in a multiple-offer situation:

For buyers, the highest price isn't necessarily the winning bid in a multiple offer. The level of a buyer's qualification such as "all cash/quick closing" would certainly enhance your position.

Go into the offer presentation with a clean contract and you may be able to negotiate a better price.

## **Flip Tips when tying up a property**

When you put a property you are buying under contract, it can be referred to as "tying up a property". Once it is "tied up", it is your deal unless you default. Use a contract and make sure you have an LLC set up (speak to your tax advisor to determine the best entity for your situation) as the buyer.

**ACTION TIP- Use Corporation, LLC or trust as buyer. Avoid using your name.**

Whenever you can, use "and/or assigns" as often as possible. Let me give you an example. Let's say a company is tying up a property from a FSBO. The buyer may be Cash Homebuyer, LLC and/or assigns. If the seller asks (and most won't) why it is and or assigns, I simply state I have to speak with my accountant to see how he would like me to take title. The assign ability gives me the right to assign my interest to another buyer if I choose to. This cannot be done on bank deals!

Your earnest money deposit should be a minimum of \$1,000 for REO purchases, and less than that with FSBO's. I've tied up property for as little as \$100 and know others who have done so for \$10! If it is a cash deal, check off "cash transaction". Remember, that doesn't mean you're digging into your pocket; it just eliminates the financing contingency. Your closing

date should be less than 30 days. In a buyer's market, you can perhaps negotiate more time. If it is a great deal, don't procrastinate since another investor can sneak up and steal it in a NY minute!

If you are buying in as-is condition, insert under special clauses that "property is sold in as-is condition". You should indicate that the seller is not responsible for any repair. Just make sure you put in a "weasel clause" or two so you can get out of the deal if necessary.

**Remember, as-is means the same thing as "whatcha see is whatcha get"!** All parties must disclose any latent defects!

**ACTION TIP- Make sure you understand the powerful clauses below. They can save you time, money and aggravation.**

- Home to be broom clean with all debris removed from property, or seller will credit buyer \$1,000 at closing.
- Subject to clear, marketable and insurable title.
- Buyer selects \_\_\_\_\_ as closing agent.

If necessary, use a "weasel clause" like:

"Subject to partner's inspection and approval of said inspection within 14 days".

Once you have the property "tied up", figure out your exit strategy. Are you going to flip it wholesale, retail it, rent it or lease option it???

## Types of Exit Strategies

### **Wholesaling**

Let's say you decide to flip the property wholesale. You can do so on an assignment of contract. I have made piles of money with just this one powerful document. If you stand to make more than \$10,000, I'd prefer you to sell it on the wholesale contract which means you will have a double closing, also known as a simultaneous closing.

**ACTION TIP**-Make sure you have a title company or real estate attorney that knows how to execute a closing with an assignment of contract or performing a simultaneous closing. This must be done properly and legally!

#### **Flip Tips when wholesaling a property**

First, you want to make sure the individual or entity buying the property has the wherewithal to do so. Who is his hard money lender? You must do some investigative selling to insure you have a smooth closing. Make sure you structure it as a cash transaction.

**ACTION TIP**- You must remember to disclose- Lead Based Paint, Radon, latent defects etc...

When taking a deposit from your buyer, make sure that check is made payable to **your** company! In case the buyer defaults, you don't have to waste time collecting on a debt that is owed to you since your paperwork calls for the deposit as damages in the event the buyer defaults.

**ACTION TIP**- If you have a \$500 deposit up, make buyer put up \$1,000.

When you set up a closing date with the ultimate buyer, it should be set up 48 hours before your closing date with the seller giving you time to close in case your buyer walks. Make sure you sell it in as-is condition.

**ACTION TIP**-You must pay attention to detail and maintain control!

You must pay attention to detail and maintain control! Let's say you decide not to flip it and close on it. Then you need to have cash, hard money or bank financing lined up unless the seller offered you some sort of owner financing.

### **Rehabbing and Retail Selling of Single Family Houses**

Rehabbing involves many moving parts. You need to be involved (not banging nails) by controlling and overseeing your project. Until you really get going, don't do more than one at a time. I will share with you some money saving tips that will help you. First and foremost, prior to closing on any property, you need to have labor, material and time estimates in writing, so you can attack the project immediately after closing.

All work to be done must be performed up to code. Make sure anyone you hire is licensed and insured. Be sure and check references. Always begin with exterior work. Make sure no debris whatsoever will remain in the front of the property or in the carport by the end of the workday unless for bulk pick up purposes.

When all work is completed, the home will be "construction cleaned" by the handyman or contractor.

**ACTION TIP- Always get a written-signed estimate with a dollar estimate for material and labor and a time estimate... for example: \$2,500 material & labor, 3 business days. This should be done prior to closing so work gets started immediately.**

Institute a bonus plan if work completed on time (\$100 bonus), and penalty if not completed on time (\$50/day). Be sure to check out the rehab analysis forms in the forms section.

## **Standardizing Your Rehabs**

It makes life easier when you standardize flooring, colors, cabinets, and so on in your rehabs. It's always best to go with neutral colors in the interior that would appeal to the majority of people. Interior wall color should be a flat eggshell on the walls with a semi gloss white in the kitchen, bathrooms, doors and trim. Popular exterior colors right now are yellows with green trim, two-tone beige or white as either a main color or a trim color. Go with colors that are popular in the neighborhood and guys- no offense, let the women pick the colors!!

Appliances should always be white or stainless in the higher end homes. You might be able to find clean "scratch & dent" appliances. Carpets should be either a neutral light beige or neutral light gray. It's an easy upgrade to a Berber that will wear better than regular carpet. As far as floor tile, you need something durable and remember to use a darker grout color, which will not pick up stains as easily. It's not a good idea to use Mexican Saltillo tile in rental properties because they require maintenance. You can get good 16 x 16 tile for about \$1 per square foot; again it should be neutral color (beige family is usually the most popular).

Mica countertops should be white or the "saturnia" look. Tile or granite countertops should be used in houses priced over \$250,000.

Bathrooms should be white or eggshell. Bathroom fixtures should be white as well. Moen faucets have great warranties and they have a great selection for kitchen and baths and a decent commode should not cost more than \$100.

Get to know your local home improvement store and when you are spending a bunch of money, ask them for 10% off. Ask for a supervisor. You have nothing to lose!

## Control, Control, Control...

It's essential. You can't always control a deal 100%, yet part of our job is to facilitate... A good example of how to control a deal is when you're writing a contract to buy or sell a property and you insert clauses that help "control" the deal:

- 1) Buyer and seller agree that \_\_\_\_\_ (your) Title Company will act as closing agent.
- 2) Seller agrees to let buyer place lockbox and have access to property (this is great to use when trying to wholesale).
- 3) Property to be broom clean at closing.

When wholesaling to another investor, the control factor should be all **your** way: You pick the title company, let them sign the contract first, etc...

## Retail Selling of Houses

Now that you have that property rehabbed and ready to go, it needs to be put up for sale. The property must have curb appeal! Make sure you have pretty flyers that list all the features and benefits of the house along with a picture. The house must be cleaned (including windows) and if you are like me in Florida then the homes must be cold! Make sure you crank the A/C way down. People won't buy if they are hot and bothered!

A for sale sign should be on the property as soon as you close. The following is a check list of what you need when the house is fully renovated:

- Have a big poster board in the window with the following: 3/2 like new! \$1,000 down! Gov't Financing! Your name and phone number.
- Have a brochure/flyer with lots of sizzle.
- Place ad in classified section of paper.
- List with investor friendly Realtor. YOU MUST HAVE PICTURES ON REALTOR.COM
- A folder must be placed in the kitchen with the following items: brochures on the home, contracts, lead based paint addendum and credit applications.
- The air-conditioner must be set at 65 degrees during open houses.

It is also helpful to bake cookies or have potpourri so the house smells good. Absolutely no smoking of any kind should be permitted.

Open house signs must be placed at numerous locations (at least 5 signs) and checked every hour when doing open houses. Make sure you have sign in sheets and ask for name, phone number and email. Explain it is for security that everyone needs to sign in to see the house.

Your marketing and sales ability is truly necessary in order to facilitate a sale and you must have a plan to get it sold within a specific period of time.

**ACTION TIP- Make sure you have cash reserves when doing rehabs!**

One of the best questions as you finish touring people through the house is ask them “what did you like best about this home? And that will help you understand what the potential buyers wants, likes and dislikes. Just remember your ABC’s... Always Be Closing!

**ACTION TIP- I schedule appointments for potential buyers and/or tenants at the same time. For instance, if they call on Tuesday, I’ll tell them I’ll meet them Sunday at 2PM at the property (provided they’ve met my qualifications). I schedule multiple appointments at that time and I make sure I show up a little late. That generates a little excitement and creates further interest in the property.**

Once you get to the point where you’ll be drawing up a contract, you may need some additional paperwork.

In addition to a fully executed contract, any home built prior to 1978 requires a lead based paint disclosure. You should also have a radon gas disclosure. There are comprehensive disclosures you may use. Always CYA (cover your assets)!!

**ACTION TIP- In order to facilitate a sale especially in a buyer’s market, be generous to real estate agents and offer a minimum of 4% commission and perhaps an additional bonus.**

When taking deposits on a retail sale, the deposits are held by a title or escrow agent or a local real estate attorney. Suggested deposit guidelines

are \$1,000 for properties \$100,000 and less, \$2,000 between \$100,000-\$150,000. Homes above \$150,000, a suggested minimum would be at least 3% (\$1,000 at the time you execute the contract and the balance after the inspection period).

**ACTION TIP- Since the credit market is so tight; you should offer an incentive to the buyer of the house. Offer to pay for a portion or all of the buyer's closing costs. Figure that into your budget along with commissions, and real estate taxes.**

Once the property is under contract, you need to control the transaction in order to get to a successful closing. This means making sure the mortgage broker is doing the right thing, and the buyer arranges for property insurance. Early occupancy is discouraged; if buyer is going to put in personal belongings, they need to sign a release and hold harmless agreement so you are not responsible.

Please be sure that the following language appears on all contracts for sale: property is sold in as-is condition.

## Low Maintenance Land lording

Let's face it, management really doesn't make money. Owning and controlling the property will make you lots of money over time. I stress low maintenance land lording simply because it is doable if you systemize it and set policies and procedures. On the forms CD and in the forms section of the manual, you will have the two most important land lording forms that have been tested time and time again. The lease application and the actual lease (provided in both English and Spanish). **This lease is proven and time tested!**

It all starts with the screening process of the tenant. I collect a non-refundable application fee paid in cash prior to even showing them one of my properties. You must do a credit and perhaps a background check on any potential tenant! The following tips are essential when you lease or lease option your property:

### Top 10 Land lording tips!

1. Take photos of property at the time of rental.
2. Write serial #'s of appliances along with Brand name.
3. Take a non-refundable deposit. Make the person aware that option money is also non-refundable. When a tenant/buyer puts up option money, do not collect a security deposit!!
4. Screen tenants-make a copy of driver's license and write down tag number.
5. Take lease application, make sure they have all the \$\$\$ before move in! Once you give them the keys and they take possession, they have rights!!! Check your specific county and state regulations.
6. Disclose-Lead Based Paint, Radon, if you're a Realtor, etc... By law, whether selling or renting, you must disclose latent defects.
7. **Only take cash or cashiers check upon move in!!!**
8. Do not take the law into your own hands for evictions! In Florida, if a corporate entity holds title to a property, they must use an attorney to evict.
9. Don't discriminate!!

10. Be firm. You aren't running a charity; you are in business. Your tenant is not your friend and make sure they understand how the relationship works. Deal honestly and fulfill your end of the deal.

**ACTION TIP-You must pay attention to detail and maintain control!  
Never Ever be a desperate landlord or landlady!!!**

**Below are my standards for denying a potential tenant. They are posted in my office:**

You must do business in accordance with the Federal Fair Housing Law, which pertains to the Fair Housing Amendment Act of 1988. This applies in the sale or rental of housing or residential lots. In advertising, the same, as well as other areas. Here's what you must remember:

**“It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin”.**

Form HUD-928.1 (2/2003)

## **MY Top 10 Standards for denying a rental applicant:**

- ❑ Poor credit
- ❑ Poor personal references
- ❑ Poor job reference
- ❑ Lack of job stability
- ❑ Lacks sufficient funds to move in
- ❑ Criminal background
- ❑ Too many occupants for size of residence
- ❑ Poor eviction history
- ❑ Cat (our policy doesn't allow cats)
- ❑ Potentially vicious dogs (pit bull, etc...)

These are all legitimate and legal!

## **Lease Optioning:**

While I prefer to get the deed (taking the property “subject to” the underlying mortgage), you can lease purchase, then sub-lease. That gives you as many as 3 pay periods: Upfront, monthly cash flow and when the tenant buyer exercises option. This is also known as the Sandwich lease.

### **When Lease Optioning in...**

- A straight option gives you a free look at the property with little or no risk.
- Have seller deed property to you and take it subject to the mortgage. This must be done properly, and is not for a beginner.

### **When Lease Optioning Out...**

- Treat your tenant/buyer like a buyer and make them responsible (for repairs, etc...).
- Disclose that property is lease optioned in as-is condition.
- Disclose that the Lease/Purchase Option Agreement is not a contract for deed.
- Indicate that in the event of a dispute that it not subject to a trial by jury.
- Option becomes null and void if lease is breached.

Look for the simple one page option agreement I use in the forms section. Remember, if they violate the terms of the lease, the option becomes null and void. The lease and the option agreement are two separate forms.

## Properties Not To Buy & Exit Strategies

The following are guidelines I follow when considering a purchase. I've learned this through experience and suggest you set your own guidelines and adhere to your own set of policies and procedures:

I will not buy in adult communities or any communities with restrictions. You must control your real estate investment and when someone else tells you what to do, it is not in your best interest. Furthermore, I no longer invest in condos. Through at least 2010 in numerous markets there will be severe pain in this sector of the market. You have no control over assessments, association fees and it is extremely difficult to have a positive cash flow.

Stay away from houses on main streets (great for exposure; difficult to sell or rent). Avoid houses with serious structural problems (unless you're really stealing the house and have a good engineer and general contractor). Make sure houses with extensive code violations are taken care of prior to closing. This is essential!

Stay way away from condo commando's (very popular here in Florida). The headache factor (or what I refer to as the PITA factor Pain In The \_\_ \_\_) is far too great unless you are absolutely stealing a property! Remember; always have an exit strategy for any property you are purchasing. For example: If you're purchasing to flip wholesale, be prepared to close on it to sell retail if you don't flip it. If you plan to retail the property and your holding costs are hurting you, plan on lease optioning or renting it out.

## Financing, “Subject To” and Seller Financing

### Hard Money

When you aren't paying all cash, the financing component when structured properly can assist you in acquisition and put more money in your pocket. When you pay cash for a property, it doesn't necessarily mean you dig into hip pocket bank and whip out the cold hard cash. You can use hard money, private money or equity lending. These three methods are similar. Bottom line is utilizing either of these methods you are using OPM- Other People's Money!

As a current hard money borrower and lender, I'll touch on how that works: The application process should be quick and easy. Typically, a hard money lender is loaning on equity at 65% of the ARV- after Repaired Value. Some lenders in the current market are at 50% LTV (loan to value). For the right borrower and the right property, I will loan 100% and in some cases, loan them the money to make repairs!! That's over 100% financing.

Let me tell you about a recent “double dip” (meaning I profited from two income streams). One of my coaching students acquired a property from me that I had worked on for a few months. I had tied it up under contract and it happened to be an estate sale. The contract and the deed needed 9 signatures and one of the heirs was in jail!! Needless to say, the transaction took a while. My exit strategy was if I didn't sell it wholesale, I would retail it. The property was a three bedroom house that was worth about \$225,000 and needed about \$25,000 in repair. I purchased it for less than \$100,000, flipped it wholesale, and loaned my student money for closing costs and repair. He was borrowing at about 50% LTV and was solid credit wise.

For your information, true hard money lenders don't verify income. They perhaps want to see that you have the money to carry and fix the property. Hard money is basically quick and easy access to cash. I like to see that the borrower has the cash to close it, carry it and construct it. Credit is so tight in the current market making it harder than ever for borrowers to get bank financing, especially when the property is in need of repair. As a hard money lender, I'll let borrowers close in an LLC, corporation or land trust. All hard money lenders require a personal guarantee.

**ACTION TIP- Beware of hard money lender “junk fees”. Ask for a good faith estimate. Expect to pay points that vary from market to market, a document preparation fee, and inspection, processing and administration fees.**

I typically don't charge for an appraisal or survey unless I feel the need for one. Make sure your lender has a good reputation. I've seen lenders bail on the day of closing, and I step in and close the deal.

**ACTION TIP- Don't “hurry up and close”. Typically if someone is pushing you to close in a hurry, you can rest assured that something is not right or something will go wrong. NEWBIES beware of this!!!**

Perhaps you have money you would like to lend. If so, a great way of doing so is through a self directed IRA. Earning double digit interest and getting paid every month is a fantastic way to earn income instead of 2% in a CD.

As a lender/underwriter, my lending philosophy is I wouldn't make a loan on a property I wouldn't want to own myself. In essence, if the borrower defaults, I wouldn't mind owning it.

If you would like to borrow or lend money, please feel free to call me directly.

## “Subject To”

In the current market, a great way to acquire and control real estate with minimal risk is doing it “subject to” the existing financing and offering owner financing. With owner or seller financing you must be careful because the devil is in the details.

If you are going to take a property “subject to” existing financing, you need to insure that you will have a positive cash flow and you **must** have an exit strategy. Beware of an esoteric mortgage that may reset **not** in your favor jumping payments up significantly.

I like to actually have a closing, get title insurance, and get an authorization to release information and deed into a land trust. Let me give you an example:

You are taking over Sally Seller’s property, so at the closing, it the new deed will be granted to “The Seller family Land Trust, Joe Buyer, Trustee.” You, or whoever you appoint as trustee of that land trust are actually on title while the seller’s names still appear. This technique makes for a smoother transaction and if anyone should ask why it was done, the answer is “for estate planning purposes”. The land trust form is included in this course. Please check and see if land trusts are legal in the state you are in and if you have any questions, don’t hesitate to ask a investor friendly real estate attorney.

By having a formal closing, you give the seller a sense that things are handled professionally. Yes, you as the buyer need to do the right thing such as make payments and make sure your tenant buyer maintains the property. In a buyer’s market, taking property “subject to” in many cases involves no money down, doesn’t require credit and is a great vehicle for wealth building when done properly.

## **Seller Financing**

Switching gears, if you want to sell your house at a good price, then seller financing can be a great solution, provided you execute the transaction properly. That includes proper documentation and other methods to Cover Your Assets. Since you're the bank, in essence you have to check out the borrower, check their credit, and perhaps even get a personal financial statement and/or a current tax return.

You want to have a provision in your mortgage that the taxes and insurance are paid every year and proof of that needs to be sent to you. Speaking of insurance, you want to be named as a "loss payee" on the buyer's homeowner's insurance policy, so your interest is protected. Whether it's a first or second position mortgage and many may be in second position, you want to make sure you have properly executed the note and mortgage.

Make sure you find a good investor friendly real estate attorney to draft up these documents and have the buyer pay for it. If the buyer complains about the legal document preparation costs, all you have to do is snap back pointing out banks and lenders have far higher fees if they were to go that way and this is a reasonable cost to do business.

The items have to be ironed out as far as what happens with late payments, and you want to make sure that before you take back any paper that the buyer puts down a substantial down payment. Most people will not walk away from a substantial down payment unless they are truly desperate.

## The Two N Words Necessary to Becoming a Great Investor

### Negotiating

Negotiating is truly an art. Some people love it, some people hate it. The beauty of a deal sometimes comes from skillful negotiation. Remember, you don't ask, you don't get...Remember, you don't ask, you don't get. Almost everything is negotiable.

**ACTION TIP- Read Herb Cohen's Book "How to Negotiate Anything".**

My friend Omar Periu, the late Barney Zick and Jim Napier are two excellent negotiators who you can learn from. Whether its rentals or sales, always ask for more. For example, when listing the personal property when buying a home, list everything even if it's insignificant, this way if you concede one of the smaller items its no sweat off your back. When you're raising your rents, always ask for extra money. For instance, if you really want to net out \$50, ask for \$75 and if the tenant complains, tell them you'll do them a favor and you'll call it even at 60 and if they still complain you can either hold firm or reduce it. This is just the tip of the iceberg, but it's a great challenge and can be great fun as well.

### Networking

Social media and Networking in the various clubs, associations and seminars are essential to your success. I started the Boca Real Estate Investment Club to fill a void. Recently, I joined forces with the Gold Coast School of Real Estate to assist them in starting the Gold Coast Real Estate Investor Association. These groups fill a void. When I started BRIC in 1994, the only investor association at that time was failing. I am proud to have built BRIC into the networking powerhouse that it is, and appreciate our Members and our Lifetime Members. There are many success stories within the club; I hope you are or will be one of them. I only have time to help members, or the clients I'm working with or coaching or partnering. Join your local investor club or association and for your free report visit [www.BocaRealEstate.net](http://www.BocaRealEstate.net)

## Your Daily Operation

If you're going to be a landlord, you definitely do not want people to know where you live (even though it is public record). If you operate out of your house, get a separate mailing address. In addition, have a separate phone line to conduct your business. I recommend having your personal home phone remain unpublished for your privacy. It is essential that you equip yourself with basic tools: a computer, fax machine, cell phone, and email.

If you get to a point where you're getting together with people on a regular basis, you might consider renting an executive suite or your own office. What you should be doing most is making deals, don't worry about the administration, and hire a competent assistant who can help organize your day-to-day work and keep you efficient. Be prepared to compensate this individual accordingly: if they are part-timers you do not need to pay social security etc...Reward them with a good hourly wage and incentives. I pay hourly plus I offer incentives and holiday bonuses. Keep your good help happy, and they will enable you to do the things that make you money. It is a good idea to hire a real estate savvy attorney and CPA right off the bat.

One of the benefits of joining a local real estate club or association is finding quality professionals who can assist you. Always seek competent advice in anticipation of a problem, rather than when a problem is already in progress. If you don't keep good books, buy a good accounting software package like QuickBooks or hire a bookkeeper. Bigger is not necessarily better. For instance, the more houses you retail the more overhead you have. I know this from experience! If you retail houses, don't let the pressure and stress of inventory get to you. Stick to a manageable number of houses unless it's a sellers market that's hot as a pistol. Run lean and mean and you'll put more money in **your** pocket. Set a goal, and stick to it.

My rental income is long term; I don't even take a management fee, I roll it right back into properties I keep. John Schaub recommends a property "hit list" where you review your keepers and sell off the bad ones (bad tenants, ugly house, poor financing). Always have an **exit strategy**. For example, if you hold house retail for more than 5 months, it might put a serious dent in your profit margin, so plan on renting, lease optioning, or owner financing that particular property. Remember, real wealth in real estate investing is in buying and keeping.

## Resources

I'd like to take a moment to comment on some of the speakers and authors whom I've learned something from. I know all of them personally and some have become mentors to me as well as personal friends.

This manual was written to show you the many available avenues that you can use to get started in real estate investing. Below is a list of speakers and authors that I recommend you learn from and study on your quest to master different niches of the real estate business. One thing is true: Nothing will affect your life more than the people you meet and the books you read.

- Dyches Boddiford-Mobile homes, asset protection. Advanced strategies.
- Bill Bronchick- One of the most investor friendly attorneys I know. He's also a club leader in Colorado. Highly sought after speaker on many real estate topics and author of "Flipping Properties".
- Les Brown- Superb motivational speaker.
- Bob Burg-Author and Motivational speaker who teaches the art of selling and creating referrals.
- John DiLemme- Master Motivator. Find Your Why & Fly!
- Claude Diamond, David Finkel and Peter Conti all specialize in Lease Purchase.
- Pete Fortunato-His creative genius is mind-boggling. His real estate investor intellect is off the charts. Advanced concepts.
- Ron LeGrand-One of the best salesman I've ever met and a real estate investor who has become a legend. He specializes in Wholesale and retailing properties. Now focuses heavily on investment in the commercial real estate market as well.
- Frank McKinney-The Man, the Myth, the Maverick-"Make It Big!"
- Than Merrill- Marketing guru that teaches you how to find deals 30-50% below market value and implement business systems.
- Jim Napier-Another veteran-his "Invest in Debt" is a must read. Great negotiator. Big in Mobile homes. Lots of experience and a true Southern Gentleman.
- Omar Periu- Great motivator. "Get Motivated" CD is awesome!
- Richard Powelson-Godfather of creative finance, great speaker.
- John Schaub-If you're just starting, take his beginner course. Great newsletter, great guy, a mentor figure.

- Robert Shemin-Dynamic out of the box thinker with great concepts, books and courses.
- Jeff Taylor and Don Beck-Landlord gurus.
- Robyn Thompson-Retail queen. Has bought and sold over 200 rehab properties and has it down to a science.
- Pete Youngs-Rehabbing
- The late Ernie Kessler, Barney Zick and Warren Harding. Ernie and Barney were great friends and teachers.

## **My Book List**

Remember, in this business, or any business, you can never stop learning. Here is my list of recommended reading in no particular order:

- “Flipping Properties”-William Bronchick
- “The Seven Spiritual Laws of Success”-Deepak Chopra
- “The Psychology Influence of Persuasion”-Robert Cialdini, Ph.D.
- “You Can Negotiate Anything”-Herb Cohen
- “7 Habits of Highly Effective People”-Stephen R. Covey
- “Think & Grow Rich!” – Napolian Hill
- “No B.S. Sales Success the Ultimate No Holds Barred Kick Butt Take No Prisoners and Make Tons of Money Guide”-Dan Kennedy
- “How to be a Quick Turn Real Estate Millionaire”-Ron LeGrand
- “The 10 Laws of Success”-Luis Mago
- Anything by Dr. John Maxwell
- “Make It Big!”-Frank McKinney
- “Building Wealth One House at a Time”-John Schaub
- “How Come That Idiot’s Rich and I’m Not?”-Robert Shemin
- “177 Mental Toughness Secrets of the World Class”-Steve Siebold

## Recommended Websites

[www.banditsigns.com](http://www.banditsigns.com)

[www.bocarealestate.net](http://www.bocarealestate.net) (Boca Real Estate Investment Club)

[www.craigslist.com](http://www.craigslist.com)

[www.ezequityloans.net](http://www.ezequityloans.net) (My hard money website)

[www.frank-mckinney.com](http://www.frank-mckinney.com)

[www.housesboughtcashfla.com](http://www.housesboughtcashfla.com) (My house buying website)

[www.johnschaub.com](http://www.johnschaub.com)

[www.legalwiz.com](http://www.legalwiz.com) (Bill Bronchick's website)

[www.loopnet.com](http://www.loopnet.com)

[www.realestatesuccess.com](http://www.realestatesuccess.com)

[www.realtor.com](http://www.realtor.com) (National Property Listings)

[www.smsproducts.com](http://www.smsproducts.com)

[www.vistaprint.com](http://www.vistaprint.com)

Need help with rentals?

[www.landlord.com](http://www.landlord.com)

[www.mrlandlord.com](http://www.mrlandlord.com)

[www.rentalprop.com](http://www.rentalprop.com)

[www.vrbo.com](http://www.vrbo.com)

## Work Smarter, Play Harder™ Action Tips

ACTION TIP: Even if you decide you don't want to be a real estate investor and entrepreneur, my suggestion is own your own residence and at least one other property.

ACTION TIP: Your action plan can abolish and demolish REFF! The other "issue" that needs to be addressed is the "paralysis of analysis!"

ACTION TIP: Don't just look for motivated sellers; find the desperate sellers who really need to sell. Please don't take advantage of them! Nobody likes to be kicked when they are down.

ACTION TIP: Look for deals you can pick up with equity. For example, an estate sale where the seller just wants to sell quickly way below market value or may not look into or care about the true market value. They just want to liquidate the asset. Another way of leaving equity alone is to not continuously refinance a property pulling out cash! Maintaining positive cash flow in difficult times is much easier with the leverage of equity!

ACTION TIP: OPCF! On any property you acquire and hold it must be ONLY POSITIVE CASH FLOW!!

ACTION TIP: Buy Low, Sell Low.

ACTION TIP: Get involved in a charity to help the poor through a civic organization or your local church or synagogue. You will feel good by doing well and you may even get a deal from the experience!!

ACTION TIP: Buying at auction is not suggested for the inexperienced! Check it out but don't swim with the sharks but do go there to network with the players who are!

ACTION TIP: Learn and understand real estate contracts. If ever a buyer or seller asks you a question about it, you don't want to be caught off guard!

ACTION TIP: Use a corporation, LLC or trust as a buyer. Avoid using your name.

ACTION TIP: Make sure you understand the powerful clauses below. They can save you time, money and aggravation.

ACTION TIP: Make sure you have a title company or real estate attorney that knows how to execute a closing with an assignment of contract or performing a simultaneous closing. This must be done properly and legally!

ACTION TIP: You must remember to disclose-Lead Based Paint, Radon, latent defects etc...

ACTION TIP: If you have a \$500 deposit up, make buyer put up \$1,000.

ACTION TIP: Always get a written and signed estimate with a dollar estimate for material and labor and a time estimate... for example: \$7,500 material and labor, 3 business days. This should be done prior to closing so work gets started immediately.

ACTION TIP: I schedule appointments for potential buyers and/or tenants at the same time. For instance, if they call on Tuesday, I'll tell them I'll meet them Sunday at 2pm at the property (provided they've met my qualifications). I schedule multiple appointments at that time and I make sure I show up a little late. That generates a little excitement and creates further interest in the property.

ACTION TIP: In order to facilitate a sale, especially in a buyer's market, you must be generous to real estate agents, and offer a minimum of 4% commission and perhaps an additional bonus.

ACTION TIP: Since the credit market is so tight; you should offer an incentive to the buyer of the house. Offer to pay for a portion or the entire buyer's closing costs. Figure that into your budget along with commissions, and real estate taxes.

ACTION TIP: You must be pay attention to detail and maintain control!  
Never Ever be a desperate landlord or landlady!!!

ACTION TIP: Beware of hard money lender “junk fees.” Ask for a good faith estimate. Expect to pay points that vary from market to market, a document preparation fee, an inspection, and processing and administration fees.

ACTION TIP: Don't' “hurry up and close.” Typically if someone is pushing you to close in a hurry, you can rest assured that something is not right or something will go wrong. Newbie's beware of this!!!

ACTION TIP: Read Herb Cohen's Book “How to negotiate anything.”

## My Top 10 Crucial Documents that will make you Money!

1. Property Information Sheet (Telephone Interview)-Can be used for phone screening and kept in your file as a checklist.
2. Buying and Selling Checklist-Guidelines you may use throughout that process.
3. Property Inspection Form-Used to guide you in budgeting for your rehab and executing your rehab to make sure your projects get done.
4. Wholesale Contract-Used when selling a wholesale property. Great for simultaneous closings with a bank when you can't assign a contract.
5. Assignment of Contract-Used when assigning a contract.
6. Land Trust Agreement-Vehicle for holding title.
7. Lease Application (English version)-One page of "must have" information.
8. Lease Agreement (English version)-Written with a FL Landlord/Tenant Attorney.
9. Security Deposit Agreement-Goes with the lease agreement.
10. Lease Application/Lease Agreement (Spanish version)-Professionally translated.

Bonus: My Lease Option Agreement!

PROPERTY INFORMATION SHEET (Telephone Questionnaire)

By \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_ City \_\_\_\_\_

Beds \_\_\_\_\_ Baths \_\_\_\_\_ Garage \_\_\_\_\_ Carport \_\_\_\_\_ CBS \_\_\_\_\_ Frame \_\_\_\_\_

Age of Home \_\_\_\_\_ Approx Square Footage \_\_\_\_\_

Condition:

Roof \_\_\_\_\_ Central A/C \_\_\_\_\_

How much do you owe on the property? \$ \_\_\_\_\_

Is your mortgage current? \_\_\_\_\_

What condition is the property in? \_\_\_\_\_

What repairs are needed? \_\_\_\_\_

---

What is your asking price? \_\_\_\_\_

## BUYING AND SELLING CHECKLIST

PROPERTY ADDRESS \_\_\_\_\_  
OWNER \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
AGENT (IF ANY) \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
ASKING PRICE \$ \_\_\_\_\_ PICTURE \_\_\_\_\_  
OFFER \$ \_\_\_\_\_ DATE \_\_\_\_\_ COUNTER \$ \_\_\_\_\_ DATE \_\_\_\_\_  
FINAL OFFER \_\_\_\_\_

### GENERAL INFORMATION:

LOT SIZE \_\_\_\_\_ SQUARE FOOTAGE \_\_\_\_\_  
GARAGE \_\_\_\_\_ CARPORT \_\_\_\_\_  
NUMBER OF BEDROOMS \_\_\_\_\_ NUMBER OF BATHROOMS \_\_\_\_\_  
CURB APPEAL \_\_\_\_\_ GOOD \_\_\_\_\_ FAIR \_\_\_\_\_ POOR  
COMPS \$ \_\_\_\_\_ HIGH \$ \_\_\_\_\_ LOW \$ \_\_\_\_\_ AVERAGE

### PRIMARY INSPECTION:

\_\_\_\_\_ EVIDENCE OF TERMITES      \_\_\_\_\_ ROOF LEAKS/WATER STAINS ON CEILINGS  
\_\_\_\_\_ DRY ROT      \_\_\_\_\_ WEEKS ESTIMATED FOR REPAIRS  
\_\_\_\_\_ CRACKED FOUNDATION      \_\_\_\_\_ ROUGH ESTIMATE OF REPAIRS

### 1. PRE-CLOSING:

\_\_\_\_\_ CONTRACT  
\_\_\_\_\_ ADDENDUM  
\_\_\_\_\_ GET REHAB ESTIMATES  
\_\_\_\_\_ ARRANGE FINANCING  
\_\_\_\_\_ OBTAIN INSURANCE  
\_\_\_\_\_ REVIEW CLOSING STATEMENT

### 2. AFTER CLOSING PURCHASE:

\_\_\_\_\_ TURN ON ELECTRICITY  
\_\_\_\_\_ TURN ON WATER  
\_\_\_\_\_ SCHEDULE WORK  
\_\_\_\_\_ PLACE AD/WEBSITE UPDATE  
\_\_\_\_\_ SIGN ON PROPERTY  
\_\_\_\_\_ PRINT FLYERS  
\_\_\_\_\_ LOCK BOX

### 3. SELLING:

\_\_\_\_\_ CONTRACT/ADDENDUM  
\_\_\_\_\_ MORTGAGE BROKER'S NAME,  
COMPANY, PHONE, FAX  
\_\_\_\_\_ ORDER APPRAISAL  
\_\_\_\_\_ ORDER TERMITE INSPECTION  
\_\_\_\_\_ ORDER ROOF INSPECTION  
\_\_\_\_\_ OBTAIN INSURANCE (BUYER)  
\_\_\_\_\_ REVIEW HUD 1

### 4. AFTER CLOSING SALE:

\_\_\_\_\_ TURN OFF UTILITIES  
\_\_\_\_\_ OBTAIN ANY ESCROW REFUND  
\_\_\_\_\_ CANCEL INSURANCE  
\_\_\_\_\_ OBTAIN TITLE POLICY

**PROPERTY INSPECTION AND ANALYSIS**

DATE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
OWNER \_\_\_\_\_ AGENT \_\_\_\_\_  
PHONE \_\_\_\_\_ ASK PRICE \_\_\_\_\_  
BEDROOMS \_\_\_ BATH \_\_\_ POOL/WATER \_\_\_ A/C TYPE \_\_\_ FAM ROOM? \_\_\_  
GARAGE \_\_\_ CARPORT \_\_\_\_\_

---

**REPAIRS NEEDED: (F) = FIX (R) = REPLACE (A) = ADD**

PAINT INTERIOR \_\_\_ COLOR \_\_\_ EXTERIOR \_\_\_ COLOR \_\_\_ \$ \_\_\_\_\_  
EVIDENCE OF TERMITES? YES / NO \_\_\_\_\_

**UTILITIES & EQUIPMENT**

WATER HEATER \_\_\_\_\_  
GENERAL PLUMBING \_\_\_\_\_  
ELEC. SERVICE \_\_\_\_\_  
FUSE/BREAKERS? # \_\_\_ AMPS \_\_\_\_\_  
SEWER OR SEPTIC \_\_\_\_\_

**EXTERIOR**

**ROOF** \_\_\_\_\_  
SHINGLE/TILE/GRAVEL/OTHER \_\_\_\_\_  
**FASCIA** (G/F/P) \_\_\_\_\_  
**YARD**  
SOD \_\_\_\_\_ #PALLETS \_\_\_\_\_  
LANDSCAPE REPAIR/TRIM/MOW \_\_\_\_\_  
FENCE \_\_\_\_\_  
SPRINKLER SYSTEM \_\_\_\_\_  
DRIVEWAY SEAL \_\_\_\_\_  
**POOL** \_\_\_\_\_  
POOL EQUIP. \_\_\_\_\_  
**DECK/PATIO** \_\_\_\_\_  
**OTHER** \_\_\_\_\_  
**MISC** \_\_\_\_\_

**INTERIOR**

<b>BEDROOMS</b> _____	
CLOSET DOORS _____	_____
<b>BATHROOM #</b> _____	_____
VANITY _____	_____
COUNTERTOP _____	_____
SINK _____	_____
FAUCET _____	_____
TUB/SHOWER _____	_____
TILE/WALLS _____	_____
TOILET _____	_____
<b>KITCHEN</b>	
CABINETS _____	_____
COUNTERTOP _____	_____
SINK _____	_____
FAUCET _____	_____
DISHWASHER _____	_____
STOVE TOP _____	_____
<b>DOORS</b>	
INTERIOR _____	_____
EXTR _____	_____
EXT HANDLES# _____	_____
INTER HANDLES# _____	_____
GLASS SLIDING _____	_____
GARAGE DOOR _____	_____
<b>WINDOWS#</b> _____	_____
SCREENING _____ TYPE _____	_____
<b>FLOORING</b> _____	_____
<b>CEILING &amp; WALLS</b> _____	_____
<b>CEILING FANS</b> _____	_____
<b>LIGHTING</b> _____	_____
<b>AIR-CONDITIONING</b>	
CENT/WALL# _____	_____

Notes: \_\_\_\_\_

\_\_\_\_\_

**TOTAL COST OF REPAIRS:** \$ \_\_\_\_\_

**FOR SALE AND PURCHASE CONTRACT**

\_\_\_\_\_ (Buyer) of  
\_\_\_\_\_ (tel.: ( ) \_\_\_\_\_)

and \_\_\_\_\_  
\_\_\_\_\_ (Seller) hereby agrees that the Seller shall sell and the Buyer shall buy the following described property together with existing improvements thereon, upon the terms and conditions hereinafter set forth.

1. LEGAL DESCRIPTION of real estate located in \_\_\_\_\_ County, \_\_\_\_\_.  
(Legal Description) \_\_\_\_\_  
Tax Folio number \_\_\_\_\_ (the property).

COMPLETE PROPERTY ADDRESS: \_\_\_\_\_

PERSONAL PROPERTY INCLUDED (AS-IS): \_\_\_\_\_  
(None unless stated otherwise)

2. PURCHASE PRICE IS: (In U.S. funds) \$ \_\_\_\_\_

METHOD OF PAYMENT: The purchase price to be paid by Buyer as follows:

- (a) Deposit herewith: To be held by \_\_\_\_\_ \$ \_\_\_\_\_

- (b) Balance of funds due by U.S. cashier's check or equivalent drawn on a Broward or Palm Beach county financial institution, payable at closing (or such greater or lesser amount that may be necessary to complete payment of purchase price after credits, adjustments and perorations \$ \_\_\_\_\_

TOTAL PURCHASE PRICE \$ \_\_\_\_\_

3. ACCEPTANCE DATE: This offer shall be null and void unless accepted in writing as evidenced by a signed copy being received by Seller and Buyer on or before the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by 5:00 PM.
4. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless extended by other provisions of this contract. Seller shall notify Buyer of the actual closing date at least two (2) days prior to closing.

GENERAL TERMS AND CONDITIONS

A. EVIDENCE OF TITLE: Seller shall convey title to the Property to Buyer by Special Warranty Deed subject to conditions, reservations, restrictions and easements of record and real estate taxes for the year of the closing. Buyer may obtain a title insurance policy at its own expense.

B. ASSIGNMENT: This contract is not assignable by Buyer.

C. PLACE OF CLOSING: Closing shall be held at the office of the Seller or Seller's closing agent.

D. DOCUMENTS FOR CLOSING: Seller shall prepare and provide the deed, Seller's affidavit regarding liens, FIRPTA affidavit and closing statement.

E. EXPENSES: All closing costs and expenses incurred in connection with the purchase or financing of the Property shall be paid by Buyer, including but not limited to state documentary stamps which are required to be affixed to the deed, title searches and the premiums for title insurance policy, if required by Buyer or Buyer's lender, the cost for recording the documents, photocopying, and courier charges. Additionally, unless Seller has agreed in writing to the contrary, Buyer shall also pay the documentary stamps and related closing costs incurred or to be incurred by Seller in connection with the Seller's purchase of the Property.

F. SPECIAL ASSESSMENT LEINS: Seller shall pay any certified, confirmed and ratified special assessment liens noticed to Seller by Buyer through the day prior to closing (and not as of the date of this Contract). Pending liens as of the date of closing shall be assumed by the Buyer.

G. RISK OF LOSS: If the improvements are damaged by fire or other casualty before delivery of the deed the Buyer shall have the option of (1) taking the Contract and all deposits will be forthwith returned to the Buyer and the parties released of any further liability hereunder.

H. ATTORNEY FEES AND COSTS: In connection with any arbitration or litigation arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred including attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post-judgment proceedings.

I. DEFAULT: In the event of default of either party, the rights of the no defaulting party (and the broker, if any) shall be as provided in this subparagraph, notwithstanding anything to the contrary contained in this Contract;

(a) If the sale of Property is not consummated for any reason other than Seller's default under the Contract, Seller shall be entitled to retain the deposit as Seller's liquidated damages. The parties agree that it would be impractical and extremely difficult to ascertain the actual damages suffered by Seller as a result of Buyer's failure to complete the purchase of the Property pursuant to this agreement, and that under the circumstances existing as of the date of this Contract, the liquidated damages provided for represent a reasonable estimate of the damages which Seller will incur as a result of such failure to consummate the closing. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture of penalty, but is intended to constitute liquidated damaged to Seller. (b) If sale of the Property of Buyer is not consummated for any reason other than Buyer's default under the Contract, then at Buyer's election, the deposit shall immediately be returned to the Buyer upon demand. The Buyer may sue for specific performance. In the event the Buyer does not elect within 10 days of the scheduled closing date as set forth in paragraph 4 above in writing, then the Buyer's sole remedy shall be limited to a return of deposit. No broker's commission shall be due unless the sale is consummated as evidenced by the occurrence of a closing. Any controversy or claim between Buyer and Seller arising out of or relating to this Contract, may, at the election of both parties, by settled by mediation or by arbitration. All proceedings, including any litigation arising in connection with this Contract shall be brought in \_\_\_\_\_ County, \_\_\_\_\_ and shall by conducted pursuant to \_\_\_\_\_ Statutes.

J. NO CONTESTING LIQUIDATED DAMAGES: As material consideration to each parties' agreement to the default provisions above, each party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reasons whatsoever, including, but not limited to, that such provisions were unreasonable or constitute a forfeiture or penalty. The parties have set forth their initials below to further indicate their awareness, understanding and acceptance of the liquidated damage provisions contained herein.

Buyer's initials \_\_\_\_\_

Seller's initials \_\_\_\_\_

K. CONTRACT NOT RECORDABLE AND PERSONS BOUND: This Contract and the benefits and obligations of the covenants herein shall incur to and bind the respective heirs, representatives, successors and assigns (when assignment is permitted) of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Neither this contract nor any notice shall be recorded in any public records. Buyer may not market contract and/or property on MLS.

L. RADON GAS/LEAD BASED PAINT: Radon is a naturally occurring radioactive gas, that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed the federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting/owning pre-1978 housing, sellers/lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Buyers/lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lessor/seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessor/seller has no reports or records pertaining to lead-based paint hazards in the housing.

M. NO SURVIVAL OF COVENANTS AND SPECIAL COVENANTS: buyer acknowledges that no representation or warranties of Seller of its agents, whether verbal or in writing and whether previously or subsequently given, shall survive the delivery of the deed or be relied upon by Buyer or be binding upon by Seller unless expressly set forth or incorporated in this Contract. Buyer shall indemnify and hold Seller, its officers, employees and shareholders, harmless from any claims or disputes, which may arise and which are based upon the breach of any alleged representation or warranty by Seller or its agents which is not expressly set forth or incorporated in this Contract, including reasonable attorney's fees and costs and both trial and appellate levels.

N. ENTIRE AGREEMENT: This Contract represents the entire agreement of the parties. Typewritten provisions shall supersede printed provisions and handwritten provisions shall supersede typewritten and/or printed provisions. Such handwritten or typewritten provisions as are appropriate may be inserted on this form or attached hereto as an addendum. This date of this Contract shall be the day upon which it becomes fully executed by all parties.

O. TIME OF ESSENCE: Time is of the essence as to all matters herein.

P. AS IS SALE: The property is being offered for sale and purchased in an "AS-IS" "WHERE IS" condition. Seller makes no representations, warranties or guarantees concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, or compliance with code, zoning, or building requirements and will make no repairs to the property after execution of this contract. Buyer acknowledges that prior to entering into this contract he has had ample opportunity to inspect the property and that he has relied exclusively on his own judgment and experiences in deciding whether to enter into this contract.

Q. DISCLAIMER: The property was acquired or is presently under contract for purchase by seller for resale for investment purposes. Seller is not, has it ever been an owner/occupant of said property. Although seller's principal, \_\_\_\_\_ is a licensed Real Estate Agent and Seller, \_\_\_\_\_.

R. RESPA NOT APPLICABLE CLOSING AGENT AND TITLE INSURER DESIGNATED: Buyer acknowledges that the Real Estate Settlement Procedures Act (RESPA) is not applicable to this transaction in that the property being purchased by Buyer is for its trade or business and not as a residence for the Buyer. Buyer agrees that Seller's closing agent shall serve as settlement agent for this transaction and shall be employed by Buyer to issue any title insurance required by the Buyer in this transaction, provided the premiums charged for the title insurance are not in excess of promulgated rates together with such other costs and fees as are reasonable and customary for such transactions. This provision shall not apply, however, if Buyer finances this purchase with a federally-related mortgage loan, as that term is defined in RESPA, rather than with a private lender.

S. FACSIMILE: A legible facsimile copy of this Contract and any signatures herein shall be considered for all purposes as originals.

Executed by Buyer on \_\_\_\_\_, \_\_\_\_\_

Executed by Seller on \_\_\_\_\_, \_\_\_\_\_

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

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

Seller agrees to pay a \_\_\_\_\_% real estate commission to \_\_\_\_\_

## **AGREEMENT FOR ASSIGNMENT OF CONTRACT**

**THIS AGREEMENT FOR ASSIGNMENT OF CONTRACT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Assignor"), and \_\_\_\_\_, whose post office address is \_\_\_\_\_ (hereinafter referred to as "Assignee").

**WHEREAS**, Assignor, as "Buyer", entered into that certain Deposit Receipt and Contract for Sale and Purchase (the "Contract") with \_\_\_\_\_, as "Seller", a copy of which is attached hereto as Exhibit "A", for the property located at \_\_\_\_\_ (the "Property"); and

**WHEREAS**, Assignee desires to purchase the Property for a purchase price of \$ \_\_\_\_\_ (the "Purchase Price") in accordance with the terms and conditions of the Contract; and

**WHEREAS**, Assignor desires to assign all of its privileges, rights, title and interest under the Contract to the Assignee.

**NOW, THEREFORE**, in consideration of the sum of TEN DOLLARS (\$10.00) together with the assignment fee, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The above recitals are true and correct, including the recital of consideration.
2. Assignee hereby agrees to pay to Assignor the sum of \$ \_\_\_\_\_, (the "Assignment Fee") for Assignor privileges, rights and interest in and to the Contract upon execution of this Agreement.
3. The Assignee hereby agrees to tender Assignor \$ \_\_\_\_\_ which shall be considered an earnest money deposit toward the Assignment fee.
4. Notwithstanding any language contained in the Contract to the contrary, the closing date under the Contract shall be held on or before \_\_\_\_\_.
5. Assignee hereby agrees to assume (in writing) and to be bound by, all duties and obligations of the Buyer under the Contract, including, but not limited to, the payment of the Purchase Price as well as the payment of all closing costs to be borne by Buyer under the Contract. The Assignee may not assign this Agreement.
6. Assignee hereby acknowledges and agrees that \_\_\_\_\_ shall act as settlement/title agent for the transaction contemplated by the Contract, and Assignee hereby agrees to pay all sums, including, but not limited to, closing agent fees, title insurance premiums, title examination fees, escrow fees, title search fees and other out-of-pocket expenses incurred by the settlement/title agent for the purchase transaction contemplated by the Contract and hereunder.
7. Assignee hereby acknowledges that Assignor is not in physical possession of the Property, has made no inspections thereof, and cannot warrant the physical condition or any other matter regarding the Property, including, but not limited to, the merchantability or marketability of the Property or its use for any particular purpose. In this regard the assignment to be made hereunder is without recourse to Assignor, and, as between Assignor and Assignee, the sale of the Property "AS IS".
8. In the event the Closing and the consummation of the transaction herein contemplated do not occur as herein provided by reason of any default of Assignee, Assignor, and Assignee agree that it would be impractical and extremely difficult to estimate the damages suffered by Assignor as a result of Assignee's failure to complete the purchase of the Property pursuant to the Contract, and that under the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this Paragraph represents a reasonable estimate of the damages which Assignor will incur as a result of such failure. Therefore, Assignor and Assignee do hereby agree that a reasonable estimate of the total net detriment that Assignor would suffer in the event that the Assignee defaults and fails to complete the purchase of the Property is an amount equal to the Assignment Fee together with all deposits required by this Agreement and the reversion of rights contained in this paragraph. Said amount will be the full, agreed and liquidated damages for the breach of this Agreement by Assignee. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Assignor. Upon default by Assignee, this Agreement will be terminated and, except for Assignee's obligations to pay liquidated damages in addition to all collection expenses, including attorney's fees and costs, whether suit is filed or not and including any appellate proceedings, incurred by Assignor in enforcing the obligations under this Agreement, neither party shall have any further rights or obligations hereunder. Additionally and notwithstanding anything to the contrary, upon default all of Assignee's rights, privileges, and interest to the Contract shall revert to Assignor without notice and without necessity for any further documentation.
9. Time of Essence. Assignor and Assignee hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.
10. Construction. This Agreement has been prepared by Assignor and its professional advisors and reviewed by Assignee and its professional advisors. Assignor and Assignee and their respective advisors believe that this Agreement is the product of all of their efforts, that it expressed their Agreement and that it should not be interpreted in favor of or against either Assignor or Assignee. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of sophisticated parties in a real estate transaction.

11. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto. The parties hereto expressly agree that this Agreement will be governed by; interpreted under, and construed and enforced in accordance with the laws of the State of \_\_\_\_\_ and that the venue for any action shall be in \_\_\_\_\_ County.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this day and year first above written.

ASSIGNOR:

ASSIGNEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Name:

A \_\_\_\_% Real Estate Commission will be paid to \_\_\_\_\_ at closing.

## LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT is made as of \_\_\_\_\_ by and between \_\_\_\_\_, Grantor and Beneficiary, and \_\_\_\_\_, Trustee of the \_\_\_\_\_ Land Trust (hereinafter referred to as the "Trustee", which designation shall include all successor trustees).

WHEREAS, the Beneficiaries are about to convey or cause to be conveyed certain real property to the Trustee, and

WHEREAS, the Trustee has agreed to accept such conveyance and hold the real property in trust under the terms and conditions set forth below.

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

TITLE. The trust created by this instrument shall be known as the \_\_\_\_\_ Land Trust.

OBJECTS AND PURPOSES OF TRUST. The purpose of this trust is for the Trustee to take and hold title to the property conveyed to the Trustee and to preserve the same until its sale or other disposition.

The Trustee shall not undertake any activity which is not strictly necessary to attainment of the foregoing objects and purposes, nor shall the Trustee transact business within the meaning of applicable state law, or any other law, nor shall this Land Trust Agreement be deemed to be, or create or evidence the existence of a corporation, de facto or de jure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation, or a copartnership or joint venture by or between the Trustee and the Beneficiaries, or by or between the Beneficiaries.

TRUST PROPERTY. The Beneficiaries are about to convey or cause to be conveyed to the Trustee in trust certain real property as described more particularly in Schedule "A" attached hereto and made a part hereof. This property, together with any property later added to the trust, shall be designated as the "Trust Property". The Trustee will hold the Trust Property according to the terms and conditions of this Land Trust Agreement for the purposes, terms and conditions contained herein until such time as all of the Trust Property has been sold or otherwise conveyed, or until this trust has been terminated. The Trustee shall maintain a list of the current Trust Property by amending Schedule "A" hereunder from time to time as may be required.

POWERS AND DUTIES OF TRUSTEE. The Trustee shall have all of the powers allowed to him by the provisions of Florida law. The Trustee shall specifically have the power to make and execute contracts for the lease or sale of the Trust Property, mortgages secured by the Trust Property, option agreements for the sale or lease of the Trust Property and to otherwise dispose of the Trust Property as the Trustee shall be directed by the majority in

interest of the Beneficiaries. In addition, the Trustee shall have the power to perform any act that the majority in interest direct the Trustee to perform. The Trustee shall exercise his powers only upon the written direction of a majority in interest of the Beneficiaries.

The Trustee shall have the duty to maintain an accurate record of the Beneficiaries of this Trust, which record shall include the names and addresses of the Beneficiaries and their respective interests in the Trust and be designated as Schedule "B". The trustee shall communicate to the Beneficiary the terms of all offers to purchase or lease the Trust property which he may receive from third parties. The Trustee shall advise the Beneficiary of such violation of state statutes or any ordinances affecting the Trust property, as may come to the attention of the Trustee. The Trustee shall promptly inform the Beneficiary of any process served upon the Trustee regarding litigation affecting the Trust or the Trust property. The Trustee shall only have such other duties as required in writing by a majority in interest of the Beneficiaries.

The Trustee shall not have the power to bind any of the Beneficiaries personally to any debt or obligation without the express written consent of the Beneficiary.

**COMPENSATION AND INDEMNIFICATION OF TRUSTEE.** The Trustee shall be compensated for his actions as Trustee according to the Schedule of Compensation set forth in Schedule "C" attached hereto and made a part hereof. The Trustee shall be promptly reimbursed by the Beneficiaries for expenses incurred by the Trustee in the administration of the Trust. The Trustee shall have a lien on the Trust Property for any unpaid compensation or unreimbursed expenses.

The Trustee shall not be obligated to advance any money on account of this Trust. The Trustee shall not be obligated to commence any legal action or to defend against any legal action unless the Trustee, in his sole discretion, is satisfied with the security provided by the Beneficiaries for the payment of the Trustee's costs and expenses in connection with the litigation.

The Beneficiaries agree to indemnify, hold harmless and defend the Trustee from any and all liability incurred in his capacity as Trustee. If the Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to the Trust Property or otherwise in connection with this Trust, without regard to the cause of action asserted or complaint filed, the Beneficiaries, jointly and severally, agree that on demand they will pay to the Trustee all such sums, payments or liabilities, his expenses incurred in connection therewith, including reasonable attorneys' fees, and any other sums advanced by the Trustee on behalf of the Trust for any reason whatsoever. These amounts, if not immediately paid to the Trustee, shall bear interest at the rate of twelve (12%) percent per annum until paid in full. These amounts and any compensation due to the Trustee, until paid in full to the Trustee, shall constitute a lien on the Trust Property. Further, as long as these amounts or any compensation due to the Trustee remain unpaid, the Trustee shall not have any obligation to take any action with regard to the Trust Property.

**LIABILITY OF TRUSTEE.** The Trustee shall not be personally liable for any obligation of the Trust. No Beneficiary shall be able to bind the Trustee nor contract on his behalf without the Trustee's express written consent. The Trustee and any successor Trustee shall not be required to give a bond. Each Trustee is liable only for his own actions and then only as a result of his own gross negligence or bad faith.

**REMOVAL OF TRUSTEE.** A majority in interest of the Beneficiaries shall have the power to remove the Trustee from his office and appoint a successor to succeed him.

**RESIGNATION AND SUCCESSOR.** The Trustee may resign by giving written notice to each of the Beneficiaries of his intention to resign.

The majority in interest of the Beneficiaries shall have the power to elect a successor trustee. If the Beneficiaries have not elected a successor trustee within thirty (30) days of the date of the notice from the Trustee of his resignation, then the Trustee shall have the right to convey the Trust Property to the Beneficiaries in the same proportion as their interests in the Trust may appear at the time of said conveyance.

If the office of the Trustee shall become vacant for any reason, then the Beneficiaries shall proceed to elect a successor trustee. Said election shall occur within thirty (30) days of the occurrence of the vacancy. Upon election, the new Trustee shall cause to be prepared a certificate of his election containing a notice of election and his acceptance thereof in a form acceptable for recording in the office of the register of deeds of all of the counties in which the Trust Property is located. The certificate of election shall be filed in the office of the register of deeds of all of the counties in which the Trust Property is located.

A successor Trustee shall have all of the rights, duties and powers of the original Trustee as if the successor Trustee was the original Trustee.

The removal, resignation or death of the Trustee shall not affect the lien of the Trustee upon the Trust Property for compensation or expenses owed to the Trustee.

**INCOME TAX RETURNS.** The Trustee shall not be responsible for the preparation and/or filing of any tax returns which may be due for the reporting of income and expenses of the Trust, although he will sign such returns upon request. The Beneficiaries shall each individually report receipt of their respective share of the profits, earnings, avails and proceeds.

**DEALINGS WITH TRUSTEE.** No party dealing with the Trustee, in relation to the Trust Property in any manner whatsoever, including, but not limited to, a party to whom the Trust Property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged, by the Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property; to see that the terms of this Trust Agreement have been complied with; to inquire into the authority, necessity or expedience of any act of the Trustee; or be privileged to inquire into any of terms of this Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation

to the Trust Property shall be conclusive evidence in favor of every person claiming any right, title or interest under the Trust that at the time of its delivery the Trust created under this Agreement was in full force and effect; and that the instrument was executed in accordance with the terms and conditions of this Agreement and all its amendments, if any, and is binding upon all Beneficiaries under it; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; if a conveyance has been made to a successor or successors-in-trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in Trust.

**BENEFICIARIES.** The Beneficiaries are the persons or legal entities identified, along with their respective interests, on Schedule "B" which is attached hereto and made a part hereof.

The Beneficiaries are entitled to all of the profits, earnings, avails and proceeds of the Trust Property.

**INTEREST OF BENEFICIARIES.** The interests of the Beneficiaries shall consist solely of (a) the right to lease, manage and control the Trust Property; (b) the right to direct the Trustee with regard to the disposition of the title to the Trust Property; and (c) the right to receive the profits, earnings, avails and proceeds from the rental, sale, mortgage or other disposition of the Trust Property.

The foregoing rights of the Beneficiaries are hereby declared to be personal property and may be assigned or otherwise transferred as such. The death of any Beneficiary shall not affect the existence of the Trust nor in any way diminish or alter the powers of the Trustee. No Beneficiary shall have any right, title or interest, whether legal or equitable, in the real property which is held as Trust Property. No Beneficiary shall have the right to require partition of the Trust Property.

The Beneficiaries shall not use the name of the Trustee for advertising or other publicity purposes without first obtaining the written consent of the Trustee.

The Beneficiaries shall be required to carry liability insurance in such forms and in such amounts as the Trustee, in his sole discretion, shall deem necessary to insure the Trust Property and the Trustee. If the Beneficiaries fail to obtain or maintain the required insurance policies, then the Trustee shall have the right, in his sole discretion, to advance the money necessary to pay for said insurance policies. The Beneficiaries will reimburse the Trustee for the insurance as set forth above in Paragraph 5.

No Beneficiary shall have the right to bind or otherwise contract for any other Beneficiary except as provided for elsewhere under this Agreement.

**ASSIGNMENT OF BENEFICIAL INTERESTS.** The Beneficiaries have the right to assign any part or all of their interests under this Trust. No assignment shall be valid or affect the interest of a Beneficiary hereunder until the original of the assignment shall be

delivered to the Trustee and the Trustee's acceptance acknowledged thereon. The Trustee shall revise and update Schedule "B" as necessary. Any assignment of the right to direct the Trustee by a person who is not a Beneficiary hereunder shall not be valid unless all of the Beneficiaries consent in writing to said assignment.

**DISCLOSURE OF BENEFICIARIES.** The Trustee and the Beneficiaries shall not disclose the identity of any Beneficiary without the written consent of said Beneficiary except as may be required by law or at the direction of an order of court issued by a court of competent jurisdiction. Any party who discloses the identity of a Beneficiary shall be personally liable for any and all losses and damages incurred by that Beneficiary as a result of the disclosure.

**RECORDING OF AGREEMENT.** This Land Trust Agreement shall not be placed of record in any jurisdiction. If this agreement is placed of record, then it shall not be notice of any interest which may affect the title or the powers of the Trustee.

**ENTIRE AGREEMENT.** This Land Trust Agreement contains the entire understanding between the parties hereto and may be amended, revoked or terminated only by written agreement signed by the Trustee and all of the Beneficiaries at the time of the amendment, revocation or termination.

**GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event that litigation shall arise between parties to this Agreement, then it is agreed that the losing parties shall reimburse the prevailing parties for all of those parties' reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing parties may be entitled.

**BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Trustee, any successor trustee, the Beneficiaries, and the Beneficiaries' successors, heirs, executors, administrators and assigns.

**ANNUAL STATEMENTS.** The Trustee shall be required to furnish annual statements to the Beneficiaries of the income and expenses of the Trust for each calendar year. The statements shall be provided to the Beneficiaries no later than March 1st of the following year.

**PERPETUITIES.** If any portion of the Trust Property is in any manner or time period capable of being held in this Land Trust for longer period of time than is permitted under Florida law, or the vesting of any interest under this Land Trust could possibly occur after the end of such permitted time period, then, upon the occurrence of the foregoing, the Trustee is directed to immediately terminate the Trust and to distribute the Trust Property to the Beneficiaries as their respective interests may appear at the time of the termination of the Trust. As much as possible, the Trustee will maintain the Trust Property intact and not liquidate it, but, rather, distribute the Trust Property in kind.

AMENDMENT; TERMINATION. This Trust may be amended or terminated at any time in accordance with the written direction of all of the Beneficiaries. The Beneficiaries shall give the Trustee written notice of the effective date of such amendment or termination. The Trustee shall execute any and all documents necessary to effectuate the said written direction of the Beneficiaries.

NOTICE. Any notice that is given in connection with this Land Trust Agreement shall be given (a) to the Beneficiaries at the address set forth in Schedule "B" as shall be changed from time to time upon notice to the Trustee from the Beneficiaries; and (b) to the Trustee at such address as he may hereafter specify. The notice shall be deemed to be validly given if personally delivered or mailed to a person by first class mail, postage prepaid, at the above specified address.

IN WITNESS WHEREOF, we have executed this Land Trust Agreement on the day and year first above written.

GRANTOR/BENEFICIARY:

\_\_\_\_\_  
\_\_\_\_\_

TRUSTEE:

\_\_\_\_\_

**ACKNOWLEDGMENTS**

State of Florida  
County of \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, personally appeared \_\_\_\_\_  
personally known to me or who produced \_\_\_\_\_ as identification  
and executed the foregoing instrument and acknowledged before me that they executed the same  
on this \_\_\_\_\_

SEAL:

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires:

State of Florida  
County of \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, personally appeared \_\_\_\_\_,  
personally known to me or who produced \_\_\_\_\_ as identification  
and executed the foregoing instrument and acknowledged before me that they executed the same  
on this \_\_\_\_\_

SEAL:

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires:

**SCHEDULE "A"**

The following is a list of all the Property contained in the foregoing Land Trust:  
Real property located at:

**SCHEDULE "B"**

The following are the names and addresses of all of the Beneficiaries who own all of the  
beneficial interest in the foregoing Land Trust:

**SCHEDULE "C"**

The Trustee will be compensated in the following manner:

The Trustee shall be compensated in the amount of \$10.00 per year plus payment for any work  
performed on behalf of the foregoing Land Trust in accordance with his usual hourly  
billing.

**RENTAL APPLICATION - \$25 CASH**  
**ONLY ONE APPLICANT PER FORM**

NAME: \_\_\_\_\_ PHONE #: (\_\_\_\_) \_\_\_\_\_

IS THIS YOUR PHONE? YES OR NO. IF NOT WHO'S PHONE IS IT? \_\_\_\_\_

CELL #: \_\_\_\_\_ PAGER #: \_\_\_\_\_

CURRENT  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOW LONG AT THIS ADDRESS? \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

SOC. SEC.: \_\_\_\_\_ DRIVERS LICENSE#: \_\_\_\_\_

HOW MANY PEOPLE (BESIDES YOU) WILL BE LIVING IN RESIDENCE? \_\_\_\_\_

PRESENT EMPLOYER: \_\_\_\_\_ PHONE#: \_\_\_\_\_

LENGTH OF TIME THERE \_\_\_\_\_ POSITION: \_\_\_\_\_ SALARY \$: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PERSON TO CONTACT IN CASE OF EMERGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE#: (\_\_\_\_) \_\_\_\_\_

PERSONAL REFERENCES (NOT RELATED):

1. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ HOW MANY YEARS KNOWN? \_\_\_\_\_

2. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ HOW MANY YEARS KNOWN?: \_\_\_\_\_

HAVE YOU EVER BEEN EVICTED OR FORECLOSED? YES OR NO

HAVE YOU EVER BEEN CONVICTED OF A CRIME? YES OR NO

HAVE YOU EVER DECLAIRED BANKRUPTCY? YES OR NO

ATTORNEY'S NAME \_\_\_\_\_ PHONE \_\_\_\_\_

TYPE OF PETS (IF APPLICABLE) \_\_\_\_\_

DO YOU HAVE A:

CHECKING ACCOUNT? YES OR NO

VACUUM CLEANER? YES OR NO

BOAT/JET SKI? YES OR NO

MASTERCARD OR VISA? YES OR NO

DO YOU WORK AT HOME? YES OR NO TYPE OF WORK \_\_\_\_\_

DO YOU LIKE TO WORK ON CARS? YES OR NO

DO YOU RENT YOUR FURNITURE? YES OR NO

PREVIOUS ADDRESS \_\_\_\_\_

MONTHLY PAYMENT \_\_\_\_\_

DO YOU HAVE A GOOD RELATIONSHIP WITH YOUR CURRENT LANDLORD? YES OR NO. MAY WE CALL

YOUR CURRENT LANDLORD? YES OR NO LANDLORD'S PHONE # \_\_\_\_\_

HAVE YOU EVER MADE PAYMENT ARRANGEMENTS WITH YOUR CURRENT LANDLORD? YES OR NO. WHAT  
RENT DID YOU PAY? \_\_\_\_\_ WHEN DID YOU MOVE IN? \_\_\_\_\_.

WHY ARE YOU MOVING OUT? \_\_\_\_\_

DID YOU GIVE NOTICE? YES OR NO

DID YOU PAY YOUR RENT ON TIME? YES OR NO

HAVE YOU EVER BEEN ASKED TO LEAVE? YES OR NO

DO YOU HAVE AN ACCOUNT WITH A UTILITY COMPANY? YES OR NO

IS IT CURRENT? YES OR NO

HAVE YOU OR A MEMBER OF YOUR FAMILY EVER BEEN IN THE MILITARY OR ARE CURRENTLY IN THE  
MILITARY? YES OR NO

DO YOU HAVE THE TOTAL MOVE-IN AMOUNT AVAILABLE NOW?

(FIRST/LAST/SECURITY) YES OR NO

Applicant(s) represents that all of the above information is true and authorizes verification of the same as well as a credit report is  
necessary. It is further understood that false information given herein may constitute grounds for rejection of this application  
and/or forfeiture of any deposits.

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
DATE

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_, Florida (hereinafter referred to as "Landlord"), and \_\_\_\_\_ (hereinafter referred to as "Tenant").

**WITNESSETH:**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Description of Premises and Lease Term. Landlord hereby leases to Tenant the property located at \_\_\_\_\_, Florida (hereinafter referred to as the "Premises"), on a yearly basis beginning on \_\_\_\_\_, \_\_\_\_ and ending on \_\_\_\_\_, \_\_\_\_ with the total rent being \$ \_\_\_\_\_, payable in equal monthly installments of \$ \_\_\_\_\_, due on or before the first day of each month. Upon the signing of this Lease, Tenant shall pay a first month's rent (\$ \_\_\_\_\_), a last month's rent (\$ \_\_\_\_\_), and a security deposit (\$ \_\_\_\_\_), for a total of \$ \_\_\_\_\_. Tenant hereby accepts this Lease and acknowledges that Tenant has examined the Premises, and finds same to be in good and acceptable condition. Tenant agrees to maintain the leased Premises in good, clean condition.

2. Late Charges and Dishonored Check Charges. Tenant agrees to pay a late charge in the sum of Fifty Dollars (\$50.00) per month, deemed additional rent, for each month that his rental payment is not received in hand by the Landlord, on or before the fifth day of the respective month when due. In addition to the Fifty Dollar (\$50.00) late charge owed by Tenant and deemed additional rent, if Tenant has not paid rent in full in clear funds by the fifth day of the month, Tenant agrees to pay an additional late charge (also deemed additional rent) in the sum of Five Dollars (\$5.00) per day for each day after the fifth until the rent is paid in full. If Tenant tenders a check or checks which is/are dishonored for any reason, Tenant shall owe dishonored check charges of ten percent (10%), deemed additional rent, in addition to the regular rent, and shall be subject to immediate eviction proceedings. Thereafter, if Tenant is allowed to remain in possession, all rent payments through the remainder of the lease term shall be paid by Tenant in the form of a cashier's check, certified check, money order or cash. If Tenant remains in possession after the termination of the rental agreement, without written permission of the Landlord, Tenant shall be an unlawful holdover tenant, and Tenant acknowledges in such case that Landlord may immediately evict Tenant and receive double the regular monthly rent for as long as Tenant remains in possession.

3. Security Deposit. Landlord shall retain the security deposit to guarantee Tenant's performance of all the terms and conditions contained in this Lease Agreement. If, at the expiration of the term of this Lease, Tenant shall surrender and deliver possession of the Premises in the condition required pursuant to the terms of this Lease Agreement (or shall reimburse Landlord for the cost of repairing any damage to the Premises) and shall fully comply with all of Tenant's obligations hereunder, then the security deposit shall be returned to Tenant within thirty (30) days after Tenant surrenders and delivers possession of the leased Premises (including personal property on the Premises on the date this Lease was entered into), and Landlord or Landlord's agent has inspected the Premises. Security deposits are not rent, and may not be applied by the Tenant as rent. Tenant is aware that if Tenant holds over, in addition to all other remedies that Landlord may have against Tenant, Tenant surrenders and forfeits the security deposit to Landlord.

4. Deposit Money. The rent for the month beginning on \_\_\_\_\_, \_\_\_\_ (hereinafter called "deposit money"), the same being the last month of the term of this Lease, shall be paid in advance in the amount of \$ \_\_\_\_\_. The Deposit Money aforesaid shall be applied by the Tenant solely as rent for the month specified above, and for no other purpose except as set forth in this paragraph. Should the Tenant, prior to the month specified above, vacate or abandon the premises with or without lawful notice to the Landlord, or as a result of any action taken by the Landlord to enforce any term or provision of this Lease, or should the Tenant prior to the month specified above materially fail to comply with Section 83.52 of the Florida Statutes or with any provision of this Lease including the obligation to pay periodic or accelerated rent when the same is due, the Landlord may, at its option, and without notice to Tenant add and accumulate the Deposit Money to the Security Deposit, and the

accumulated sum of such Security Deposit and such Deposit Money may be used and applied by the Landlord towards any claim for damages or deficiency which the Landlord does have or may have against the Tenant.

5. Landlord's Lien. The Tenant does hereby pledge and assign to the Landlord all of Tenant's furniture, fixtures, goods and chattels of the Tenant which shall or may be brought or put on said premises as additional security for the payment of rent herein reserved, and the Tenant agrees the said lien may be enforced by distress foreclosure or otherwise at the election of the said Landlord, and does hereby agree to pay attorneys' fees collected or found to be due together with all costs and charges incurred or paid by the Landlord in enforcing said lien. Landlord's lien shall follow the Tenant's personal property, even if same is removed from the leased premises.

6. Condition of Premises. Tenant has examined said premises and appurtenances prior to the execution of this Lease and is satisfied with the physical condition thereof. His execution hereof shall be conclusive evidence of his acknowledgment thereof in good order and repair, except as otherwise specified herein. Tenant agrees that no representation (not contained herein) as to the condition or repair of the premises has been made by Landlord or Landlord's agent, nor has any promise been made to decorate, alter, repair or improve.

7. Use of Premises. Tenant agrees with Landlord that Tenant shall use the Premises only for residential purposes for the place of residence of Tenant and Tenant's family, consisting of \_\_\_\_ adults and \_\_\_\_ children. If any unauthorized person resides on the leased Premises, it shall be a breach of this Lease Agreement. Tenant further agrees not to allow or permit guests, friends or relatives to occupy the Premises for more than seven (7) days without the Landlord's prior written consent. Tenant further agrees not to conduct or permit to be conducted any business of any kind in or from the Premises, not to make or suffer or permit to be made any unlawful or immoral use of the Premises, and at the end of the Lease term, whether by expiration, termination or default, to surrender the Premises to Landlord in at least the same condition in which the Premises were received, normal wear and tear excepted, and in accordance with the terms of this Lease Agreement. Tenant agrees that the leased Premises will remain a drug free environment. Tenant acknowledges that the property is a smoke-free rental. A no-smoking policy is enforced inside the residence. \_\_\_\_\_(initials)

8. Tenant Waives Damages. Tenant assumes all risk in occupying the premises. Neither the Landlord nor his agents shall be liable for damages to the Tenant or any member of his family or to any person claiming through Tenant (nor shall rent be abated) for injury to person or damage to or loss of property wherever located for any cause whatsoever. This provision includes particularly, but not exclusive, all claims arising from the building, or any part thereof, being or becoming out of repair, including appurtenances, equipment, furnishings, fixtures or apparatus located in the demised premises or in the building of which said demised premises are a part or from any act or neglect of Landlord or his agents or of any tenant or occupant of such building, or of the premises of which such building is a part, any and all such claims being hereby waived. Tenant agrees that Landlord is not responsible for the criminal acts of others. The Tenant further acknowledges that he accepts the leased property in "as-is" condition. No rights of storage are given by this Lease. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents or employees. Tenant agrees to purchase insurance at his own expense, sufficient to protect himself and his property from fire, theft, burglary, breakage, electrical connections, etc. Tenant acknowledges that if he fails to procure such insurance, it is his responsibility and he alone shall bear the consequences.

9. Pets. The Tenant agrees that he/she will not keep or permit to be kept in the unit any dog, cat, bird or any other type of animal without written prior approval from the Landlord. Prior approval of such animal must be obtained in writing, and in such case, Tenant agrees to pay a minimum of One Hundred Dollars (\$100.00) non-refundable pet deposit. Family or friends' pets are not allowed in the unit at any time. If there is any damage to the Premises due to said pet(s), Tenant will be responsible for all damages therein. It is the responsibility of the

Tenant to deodorize and exterminate (including flea treatment) upon vacating the Premises. Tenant does hereby release Landlord from any and all liability of any kind from any pet or pets of Tenant or Tenant's guests or invitees.

10. Parking Spaces. Tenant agrees that he/she will park in his/her one assigned parking space, No. \_\_\_\_\_ No recreational or commercial vehicles, no vehicles with expired tags, boats or disassembled automobiles, or vehicles in disrepair (leaking oil) may be stored on the Premises.

11. Repairs and Maintenance. At all times Tenant shall keep the Premises, fixtures and personal property in a clean condition and in a good state of repair, as well as comply with all applicable Ordinances and Statutes, and Tenant shall fully comply with Tenant's obligations under Section 83.52 of the Florida Statutes. Tenant shall not cause or permit any waste, misuse or neglect in or to the leased Premises or grounds. Any repair request must be submitted in writing. Landlord is only responsible for major repairs (i.e., roof).

12. Right of Entry. Landlord reserves the right to enter the Premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the Premises. Tenant hereby grants permission to Landlord to show the Premises to prospective purchasers, mortgagees, tenants, workmen or contractors at reasonable hours of the day.

13. Alterations. Tenant agrees to make no alterations to the leased Premises without the written approval of the Landlord. Tenant agrees not to destroy, deface, damage, impair or remove any part of the Premises or property therein belonging to the Landlord or permit any person to do so. All requests for alterations must be submitted in writing. If Tenant shall alter the property without the written permission of the Landlord, Tenant agrees to pay all costs to restore said premises. This includes, but is not limited to walls, doors, locks, bolts and all fixtures.

14. Locks. If Tenant adds or changes locks on the Premises, Landlord shall be given copies of the keys. Landlord shall at all times have keys for access to the Premises in case of emergencies.

15. Liability. Tenant shall be responsible for insurance on his/her own property, and agrees not to hold Landlord liable for any damages to Tenant's property on the Premises.

16. Fire and Casualty. If the premises are rendered untenable by fire, explosion or other casualty, Landlord may, at its option, terminate this Lease or repair said premises within sixty (60) days. If Landlord does not repair said premises within such time, or if the building containing said premises shall have been wholly destroyed, the term hereby created shall cease.

17. Assignment. Tenant may not assign this Lease Agreement or sublet the Premises or any part thereof without the prior written consent of the Landlord.

18. Default. If Tenant fails to pay rent or any charges deemed additional rent under the terms of this Lease Agreement when due or fails to comply with any term, agreement or condition of this Lease Agreement, or if Tenant abandons the Premises, Tenant shall be responsible to Landlord for the rent past due, as well as the remainder of the unpaid rent for the entire unexpired lease term, together with all costs of court, reasonable attorneys' fees, and any damages to the Premises. Landlord may evict Tenant for non-payment upon the expiration of the statutory three-day notice period, pursuant to Section 83.56(3) of the Florida Statutes. Landlord may pursue all other legal remedies provided under Chapter 83 of the Florida Statutes.

19. Attorney's Fees and Costs. Tenant agrees to pay Landlord all costs of collection and other costs relating to enforcing Landlord's rights under this Lease Agreement.

20. Abandonment and Reletting. If Tenant shall vacate or abandon said premises or if Tenant's right to possession thereof shall be terminated, the said premises or any part thereof may, but need not be, relet by Landlord for such rent and such terms and such period as Landlord may elect, without releasing Tenant from any liability hereunder (but Landlord shall not be required to accept or receive any tenant offered by Tenant or by

others). Tenant agrees to pay all deficiency in case of reletting if sufficient sum shall not be received therefrom to satisfy the rent herein provided, in addition to the sum necessary to pay all expenses thereof. Landlord, without any liability, may dispose of any property abandoned by Tenant. By signing this rental agreement the tenant agrees that upon surrender or abandonment, as defined by the Florida Statutes, the Landlord shall not be liable or responsible for the storage or disposition of the Tenant's personal property.

21. Liens. The estate of Landlord shall not be subject to any liens for improvements contracted by the Tenant.

22. Radon Gas & Lead Based Paint. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint hazards in the housing.

23. Rules and Regulations. Tenant agrees to comply with all existing rules and regulations regarding the leased Premises and any reasonable additions or modifications to same issued by the Landlord while this Lease Agreement is in effect.

24. Miscellaneous. Tenant agrees to have no waterbeds upstairs. Any court action against Landlord shall have no bearing on Tenant's obligation to pay rent to Landlord under the terms of this Lease Agreement, unless otherwise ordered by a court of competent jurisdiction. Tenant agrees to cooperate with Landlord and/or Landlord's agent in showing the property to prospective new tenants prior to Tenant's termination of occupancy. Tenant agrees to be responsible for payment of all utilities or other bills incurred during the residency. Tenant specifically authorizes the Landlord to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after termination of this Lease or abandonment by Tenant.

25. Non-Waiver. The failure of the Landlord to insist upon the strict performance of any of the terms, conditions or covenants herein will not be deemed a waiver of any rights or remedies that Landlord may have, and may not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

26. Severability. It is expressly agreed and understood in the event any portion or section of this Lease shall be deemed contrary to law, constitution or otherwise unenforceable, then and in that event, the offending portion shall be stricken from the body hereof and the remaining clauses, conditions and covenants shall remain in full force and effect, and completely unaffected by the severance hereof.

27. Lease Binding on Heirs, Etc. All covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Landlord and Tenant.

28. Interpretation. The necessary changes required to make the provisions hereof apply to corporations or men or women shall be construed as made.

29. Creditworthiness of Tenant. At any point of occupancy, the Tenant gives the Landlord, or their agent(s) the authority to investigate any information provided to them for the purpose of occupancy and verification of creditworthiness. This would include, but not be limited to, retail and rental credit, criminal record, if any, character, general reputation, personal characteristics and present and past mode of living. Landlord also may report to credit reporting agencies and other creditors the status and payment history of Tenant's account, including negative credit information.

30. Credit Application. Landlord, having received and re-viewed a credit application filled out by Tenant, and Landlord having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this Lease Agreement with Tenant. Tenant and Landlord agree the credit application the Tenant filled out when making application to rent said premises is hereby incorporated by reference and made a part of this Lease Agreement. Tenant further agrees that if he has falsified any statement on said application, Landlord has the right to terminate this Lease Agreement immediately, and further agrees that Landlord shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Tenant further agrees that in the event Landlord exercises its option to terminate this Lease Agreement, Tenant will remove himself, his family and possessions from the premises within twenty-four (24) hours of notification by Landlord of the termination of this Lease. Tenant further agrees to indemnify Landlord for any damages to property of Landlord including, but not limited to, the cost of making the premises suitable for renting to another tenant, and waives any right of setoff for the security deposit and prepaid rent which was forfeited as liquidated damages.

31. Full Disclosure. The Tenant signing this Lease Agreement hereby states that all his questions about this Lease Agreement have been answered, that he fully understands all the provisions of the Agreement and the obligations and responsibilities of each party as spelled out herein. Tenant further states that he agrees to fulfill his obligations in every respect or suffer the full legal and financial consequences of his actions or lack of action in violation of this Agreement. The signature by the Tenant on this Lease Agreement is acknowledgment that he/she has received a signed copy of this Lease Agreement.

32. Entire Agreement. This Lease Agreement contains the entire agreement between the parties, and any agreement hereafter made to change or modify this Lease Agreement shall be ineffective and invalid unless the same is in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

Landlord:

Tenant:

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_

## Security Deposit Agreement

Due from \_\_\_\_\_ (Lessee) \$ \_\_\_\_\_ Dollars  
As Security Deposit for \_\_\_\_\_ (Address)  
In \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip).

Release of Security Deposit is Subject to the Following Provisions

1. Full term of lease has expired and all provisions herein complied with.
2. Should lessee desire to RERENT under the provisions of the lease, a "one-half month's rent" service charge will be assessed.
  - a. Approval must be obtained from lessor prior to initiating a rerent.
  - b. Notice in writing must be given to management by certified mail prior to initiating a rerent.
3. For company transfers, comply with No. 2 above, with notice given on Company letterhead.
4. Entire home including range, oven refrigerator, bathroom, closets, cabinets, windows, carpet, balcony, etc., must be cleaned.
5. No damage to home beyond normal wear and tear.
6. No unpaid late charges or delinquent rents.
7. Forwarding address left with management.
8. No indentations or scratches in wood or resilient floor caused by furniture or other means. Floor must be restored to the original condition if tack down or wall-to-wall carpeting was installed by lessee.
9. No wallcoverings, stickers, or large holes in walls.
10. All keys including those from mailboxes must be returned.
11. All debris, rubbish, and discards to be placed in proper containers in designated area. No debris can remain on the property.
12. All building owned carpeting must be professionally cleaned.

IF THE PREREQUISITE CONDITIONS ARE NOT COMPLIED WITH, LEASEE WILL BE CHARGED THE CURRENT RATES LESSOR IS PAYING TO HAVE ITEMS REPAIRED AND/OR CLEANED.

The cost of labor and material for cleaning, repairs, removals, and replacements, where applicable, or rent loss due to necessary repair time, and numerous other changes based on actual damages will be deducted from the security deposit.

Lessor agrees that subject to the conditions listed above, this Security Deposit will be refunded in full.

Lessee agrees that this Security Deposit may NOT be applied as rent and is fully aware of the provision set forth on this agreement. Lessee further agrees that he will be present for final inspection of house.

By \_\_\_\_\_

Lessee \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# PLANILLA DE ALQUILER - \$ 25 EN EFECTIVO

SOLAMENTE UN SUPPLICANTE POR PLANILLA

NOMBRE: \_\_\_\_\_ TELEFONO: (\_\_\_\_) \_\_\_\_\_

¿Este es su numero de telefono? SI o NO. ¿Si no, de quien es este telefono? \_\_\_\_\_

TELEFONO CELULAR: \_\_\_\_\_ BEEPER: \_\_\_\_\_

DIRECCION DE DOMICILIO ACTUAL: \_\_\_\_\_

¿CUANTO TIEMPO LLEVA VIVIENDO EN ESTA DIRECCION?: \_\_\_\_\_ FECHA DE NACIMIENTO: \_\_\_\_\_

# DE SEGURO SOCIAL: \_\_\_\_\_ #DE LICENCIA DE CONDUCIR: \_\_\_\_\_

¿Cuantas personas, ademas de usted, viviran en la residencia? \_\_\_\_\_

EMPLEADOR ACTUAL: \_\_\_\_\_ TELEFONO : (\_\_\_\_) \_\_\_\_\_

¿Cuanto tiempo lleva en este trabajo? \_\_\_\_\_ Puesto que ocupa: \_\_\_\_\_ SALDO:\$ \_\_\_\_\_

DIRECCION: \_\_\_\_\_

CONTACTO EN CASO DE EMERGENCIA: \_\_\_\_\_

DIRECCION: \_\_\_\_\_

TELEFONO: \_\_\_\_\_

PERSONA QUE PUEDA ATESTIGUAR POR USTED (QUE NO SEA UN FAMILIAR):

1. \_\_\_\_\_

DIRECCION: \_\_\_\_\_

TELEFONO: \_\_\_\_\_ ?Cuanto tiempo conoce a esta persona? \_\_\_\_\_

2. \_\_\_\_\_

DIRECCION: \_\_\_\_\_

TELEFONO: \_\_\_\_\_ ?Cuanto tiempo conoce a esta persona? \_\_\_\_\_

¿Ha sido desahuciado o SI o NO

¿Ha sido condenado de un crimen? SI o NO

¿Ha declarado bancarota? SI o NO

NOMBRE DE ABOGADO: \_\_\_\_\_ TELEFONO: \_\_\_\_\_

TIPO DE MASCOTA (Si tiene): \_\_\_\_\_

¿Usted tiene:

Cuenta Bancaria con chequera? SI o NO. Aspiradora? SI o NO

Bote o Jet Ski? SI o NO. Mastercard o Visa? SI o NO

¿Usted trabaja desde su casa? SI o NO ¿Que tipo de trabajo?

¿Le gusta reparar automoviles? SI o NO

¿Usted alquila sus muebles? SI o NO

DIRECCION DE SU ULTIMO

DOMICILIO: \_\_\_\_\_

PAGO MENSUAL PARA EL

DOMICILIO: \_\_\_\_\_

¿ Tiene buena relacion con el propietario? SI o NO. ¿Podemos llamarlo? SI o NO. # de telefono: \_\_\_\_\_

¿Ha hecho arreglos de pago con el propietario? SI o NO. ?Cuanto era su alquiler? \_\_\_\_\_

¿Cuando se mudo a esa direccion? \_\_\_\_\_ ¿Por que evacua la propiedad? \_\_\_\_\_

¿Ha avisado al propietario que se muda? SI o NO. ¿Pagaba su alquiler a tiempo? SI o NO.

¿Le han pedido evacuar la propiedad? SI o NO. ¿Tiene una cuenta con una empresa de servicio publico? SI o NO. ¿Esta vigente? SI o NO. ¿Tiene todo el dinero necesario para mudarse ahora?(Primer mes, ultimo mes, y seguridad) SI o NO.

El suplicante(s) confirma que toda la informacion proveida en esta planilla es veridica y autoriza la verificacion de la misma, ademas de una investigacion del historial de su credito, si resulta ser necesario. El suplicante(s) esta consciente que cualquier informacion erronea en esta planilla podria resultar en el rechazo de la misma ademas de la perdida del deposito.

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**SUPPLICANTE(S)**

**FECHA**

## **CONTRATO DE ARRENDAMIENTO**

CONTRATO DE ARRENDAMIENTO celebrado el (día) \_\_\_\_\_ de (mes) \_\_\_\_\_ de 20\_\_, por \_\_\_\_\_, domiciliado en \_\_\_\_\_, Florida (en adelante, el “Arrendador”), y \_\_\_\_\_ (en adelante, el “Arrendatario”).

### **CONSIDERACIONES PREVIAS**

EN CONTRAPRESTACIÓN DEL PAGO DEL ALQUILER ESTIPULADO EN EL CONTRATO, que sirve de recibo formal y suficiente, las partes convienen celebrar este Contrato de Arrendamiento (en adelante, el “Contrato”) sujeto a las siguientes cláusulas y condiciones:

1. Descripción del inmueble y duración del arrendamiento. El Arrendador arrienda al Arrendatario el inmueble situado en \_\_\_\_\_, Florida (en adelante, el “Inmueble Arrendado”), por el plazo de un (1) año, que se contará desde el \_\_\_\_\_, \_\_\_\_ hasta el \_\_\_\_\_, \_\_\_\_, por el precio total de alquiler de \$ \_\_\_\_\_, que se pagará en cuotas mensuales iguales de \$ \_\_\_\_\_, cuyo vencimiento operará el primer día de cada mes o con anterioridad. A la firma del Contrato, el Arrendatario deberá pagar el importe correspondiente al alquiler del primer mes, (\$ \_\_\_\_\_), el importe correspondiente al alquiler del último mes, (\$ \_\_\_\_\_), y un depósito en garantía, (\$ \_\_\_\_\_), lo que asciende a la suma total de \$ \_\_\_\_\_. Por el presente, el Arrendatario acepta este Contrato, recibe de conformidad el Inmueble Arrendado, reconoce que lo inspeccionó y que está en buenas condiciones. El Arrendatario acuerda mantener el Inmueble Arrendado en buenas condiciones de mantenimiento e higiene.

2. Recargo por pago atrasado y por cheques rechazados. El Arrendatario acuerda que pagará un recargo por pago atrasado que ascenderá a la suma de cincuenta dólares (\$50.00) mensuales —considerado alquiler adicional— por cada mes que no cumpla con el pago del alquiler mensual, que debe abonar en mano al Arrendador del 1 al 5 de cada mes. Además del importe de cincuenta dólares (\$50.00) en concepto de recargo por pago atrasado y considerado alquiler adicional, el Arrendatario pagará un recargo adicional por pago atrasado (también considerado alquiler adicional), que ascenderá a la suma de cinco dólares (\$5.00) diarios por cada día de atraso a partir del quinto día y hasta que el importe del alquiler sea pagado en su totalidad, en el supuesto caso de que no pague el alquiler mensual en su totalidad, con fondos de libre disponibilidad, antes del día cinco (5) de cada mes. Si el Arrendatario libra uno o más cheques que resultan ser rechazados, cualquiera fuere el motivo, deberá pagar un cargo por cheque rechazado, considerado alquiler adicional, que ascenderá al diez por ciento (10%) del precio del alquiler habitual y se agrega a él; además, se podrán iniciar trámites de inmediato para desalojarlo. A partir de ese momento, si se le permite permanecer en el Inmueble Arrendado, deberá pagar los alquileres mensuales restantes hasta completar el importe total mediante cheque de gerencia, cheque certificado, orden de pago o dinero en efectivo. En el supuesto caso de que el Arrendatario continuara ocupando el Inmueble Arrendado sin autorización escrita del Arrendador una vez concluido el período del arrendamiento acordado, se considerará que detenta un derecho de ocupación ilegal por el plazo vencido y el Arrendador podrá desalojarlo de inmediato; además, deberá pagar el doble del precio del alquiler mensual regular durante el período que ocupe el Inmueble Arrendado en forma ilegal.

3. Depósito en Garantía. El Arrendador retendrá el Depósito en Garantía del fiel cumplimiento de las cláusulas y condiciones del Contrato por parte del Arrendatario. Si, al vencimiento del período estipulado en este Contrato, el Arrendatario desocupa el Inmueble Arrendado y restituye la tenencia en las condiciones establecidas en el Contrato (o reintegra al Arrendador el importe del costo de reparación de todo daño causado al Inmueble Arrendado) y cumple completamente con todas sus obligaciones emergentes del mismo, se le devolverá el depósito en garantía en el plazo de treinta (30) días siguientes a la fecha de desocupación del Inmueble Arrendado y restitución de la tenencia (incluidos los bienes muebles que se encontraren en el Inmueble Arrendado a la fecha de celebración del Contrato) e inspección del Inmueble Arrendado por el Arrendador o su representante. Los depósitos en garantía no forman parte del alquiler, y el Arrendatario no podrá aplicarlos al pago del alquiler. El Arrendatario tiene conocimiento de que, si continúa ocupando el Inmueble Arrendado una vez concluido el período de arrendamiento acordado, perderá el depósito en garantía, que quedará en poder del Arrendador, penalidad que se agrega a las demás acciones legales que el Arrendador tenga derecho a ejercer en su contra.

4. Depósito Inicial. El precio del alquiler que comienza en [mes y año] \_\_\_\_\_, \_\_\_\_ (en adelante, "Depósito Inicial"), y es el último mes del plazo del Contrato, asciende a la suma de \$ \_\_\_\_\_ y se debe pagar por adelantado. El Depósito Inicial se debe aplicar sólo al pago del precio del Contrato, salvo disposición en contrario prevista en esta cláusula. En el supuesto caso de que el Arrendatario desocupara o abandonara el Inmueble Arrendado antes del mes indicado con o sin notificación legal enviada al Arrendador, o como consecuencia de una acción iniciada por éste con el objeto de hacer cumplir un plazo o una cláusula del Contrato, o en el supuesto caso de que, antes del mes indicado, el Arrendatario incurriera en incumplimiento sustancial del artículo 83.52 de las Leyes de la Florida o de una disposición del Contrato, incluida la obligación de pagar el precio del alquiler mensual en forma periódica o acelerada antes del vencimiento, el Arrendador podrá, a su criterio y sin que medie notificación al Arrendatario, agregar el Depósito Inicial al Depósito en Garantía e imputar la suma resultante a una demanda de daños y perjuicios o un reclamo por incumplimiento que inicie contra el Arrendatario.

5. Garantía del Arrendador. Por el presente, el Arrendatario prenda y cede a favor del Arrendador todos los muebles, accesorios y bienes muebles que le pertenecen y que ingrese al Inmueble, como garantía adicional que se agrega al Depósito en Garantía del pago del alquiler, y acuerda que el Arrendador puede, a su criterio, ejecutar dicha garantía vendiendo los bienes, accesorios y bienes muebles indicados, retenidos en su poder, para aplicar el rédito de la venta al pago del alquiler adeudado, o ejecutarla de otra manera; el Arrendatario pagará los honorarios de abogados, ya fuere que se hubieren abonado o se adeudaren, y las costas y gastos pagados o adeudados por el Arrendador al ejecutar la garantía prevista en esta cláusula. La garantía del Arrendador recae sobre los bienes muebles del Arrendatario, aun cuando hayan sido retirados del Inmueble Arrendado.

6. Mantenimiento del Inmueble. El Arrendatario inspeccionó el Inmueble Arrendado y los accesorios previo a la firma del Contrato y acepta las condiciones en que están. La formalización del Contrato es prueba concluyente de que reconoce que están en buenas condiciones, salvo disposición en contrario prevista en el Contrato. El Arrendatario manifiesta que ni el Arrendador ni su representante hicieron otras declaraciones aparte de las expresadas en el Contrato acerca del mantenimiento del Inmueble Arrendado y las condiciones en que se encuentra, ni se comprometieron a decorarlo, refaccionarlo ni efectuar reparaciones ni mejoras.

7. Destino del Inmueble Arrendado. El Arrendatario acuerda con el Arrendador que destinará el Inmueble Arrendado exclusivamente a vivienda familiar para él y su familia, compuesta por \_\_\_\_ adultos y \_\_\_\_ menores. El Arrendatario no puede permitir que ninguna persona no autorizada viva en el Inmueble Arrendado; el incumplimiento de esta disposición equivale a incumplimiento del Contrato. Asimismo, el Arrendatario no permitirá la ocupación del Inmueble Arrendado por huéspedes, amigos o parientes durante un plazo mayor de siete (7) días sin consentimiento previo por escrito del Arrendador. Asimismo, el Arrendatario se compromete a no usar ni permitir que el Inmueble Arrendado se use como asiento de actividades comerciales, ni dar, consentir ni permitir que se dé al Inmueble Arrendado un destino ilegal o inmoral. Al término del Contrato, ya fuere por vencimiento natural del plazo, rescisión o incumplimiento, el Arrendatario debe restituir el Inmueble Arrendado al Arrendador en las mismas condiciones en que lo recibió, como mínimo, excepto el desgaste natural por el buen uso y el transcurso del tiempo, de acuerdo con las cláusulas de este Contrato. El Arrendatario acuerda no guardar ni consumir drogas en el Inmueble Arrendado. No se puede fumar dentro de la unidad.

8. Renuncia del Arrendatario a demandar indemnización de daños y perjuicios. El Arrendatario asume todos los riesgos al ocupar el Inmueble Arrendado. El Arrendador y sus representantes no asumen responsabilidad alguna por daños y perjuicios ante el Arrendatario y los miembros de su familia, ni ante terceros que reclamaren en nombre del Arrendatario (ni se reducirá el precio del alquiler) por daños causados a las personas o los bienes, ni por siniestro ocurrido a los bienes, dondequiera que estuvieren ubicados y por cualquier causa. Esta disposición se refiere, en particular pero no exclusivamente, a las demandas relacionadas con el edificio, o una de sus partes, que necesitara reparación, incluidos los accesorios, equipos, muebles, instalaciones o aparatos ubicados en el Inmueble Arrendado o en el edificio del que éste forma parte, y relacionadas con los actos u actos culposos del Arrendador y sus representantes o de un arrendatario u ocupante del edificio indicado, o del inmueble del que éste forma parte; el Arrendatario renuncia al derecho de iniciar demanda por las razones mencionadas. El Arrendatario acuerda que el Arrendador no asume responsabilidad alguna por los delitos penales cometidos por terceros. Asimismo, el Arrendatario reconoce que recibe el Inmueble Arrendado "en las condiciones en que se encuentra". Este Contrato no otorga derecho de almacenaje en el Inmueble Arrendado; el Arrendador no asume responsabilidad por pérdida de bienes del Arrendatario, quien está de acuerdo y conviene no iniciar demandas por pérdidas o daños y

perjuicios contra el Arrendador, sus representantes y empleados. El Arrendatario acuerda contratar un seguro, a su cargo, contra incendio, hurto, robo, roturas, conexiones eléctricas, etc., para él y sus bienes. Asimismo, acuerda que, en el supuesto caso de no contratar dicho seguro, asumirá la responsabilidad y las consecuencias en su totalidad.

9. Animales domésticos. El Arrendatario acuerda que no tendrá ni permitirá la tenencia de perros, gatos, aves ni ningún otro animal sin consentimiento por escrito del Arrendador. En caso afirmativo, debe obtener autorización previa por escrito para el animal y pagar una suma mínima de cien dólares (\$100,00), no reembolsable, en concepto de depósito por animal doméstico. Queda prohibida la tenencia de animales de familiares o amigos en el Inmueble Arrendado en todo momento. Si, por causa de dicho(s) animal(es), el Inmueble Arrendado sufriera un daño, el Arrendatario será responsable de los daños y perjuicios resultantes. Al desocupar el Inmueble Arrendado, el Arrendatario debe desodorizarlo y exterminar toda plaga que hubiere (inclusive pulgas). Por el presente, el Arrendatario exime al Arrendador de toda responsabilidad por animales domésticos pertenecientes al Arrendatario o a sus huéspedes e invitados.

10. Estacionamiento. El Arrendatario debe estacionar su vehículo en su cochera asignada, N° \_\_\_\_\_. No se permite guardar vehículos recreativos ni comerciales, vehículos con licencia de circulación vencida, botes, automóviles desmontados ni vehículos que necesiten reparación (que tengan pérdida de aceite).

11. Reparación y mantenimiento. En todo momento el Arrendatario debe mantener el Inmueble Arrendado, los muebles adheridos y los bienes muebles en condiciones higiénicas y en buen estado, y cumplir las normas y leyes aplicables; asimismo, debe cumplir sus obligaciones en carácter de Arrendatario previstas en el artículo 83.52 de las Leyes de la Florida. El Arrendatario debe tomar las medidas necesarias para el mantenimiento del Inmueble Arrendado y el predio pertinente y evitar su deterioro. Toda solicitud de reparación se debe formular por escrito. El Arrendador sólo es responsable de las reparaciones mayores (por ejemplo, el techo).

12. Derecho de ingreso. El Arrendador se reserva el derecho de ingresar al Inmueble Arrendado en horario razonable con el objeto de inspeccionarlo y toda vez que sea necesario para efectuar reparaciones y refacciones en el mismo. Por el presente, el Arrendatario autoriza al Arrendador a mostrar el Inmueble Arrendado a posibles compradores, acreedores hipotecarios, arrendatarios, obreros o contratistas en horario razonable durante el día.

13. Refacciones al Inmueble Arrendado. El Arrendatario no puede hacer refacciones en el Inmueble Arrendado sin aprobación escrita del Arrendador. Acuerda no destruir, cambiar el aspecto, dañar, deteriorar ni quitar partes del Inmueble Arrendado ni de los bienes que se encuentren en él pertenecientes al Arrendador, ni permitir a terceros que lo hagan. Toda solicitud de refacción se debe formular por escrito. Si el Arrendatario refacciona el Inmueble Arrendado sin autorización escrita del Arrendador, se hará cargo de los costos necesarios para restaurarlo como estaba. Esta disposición se aplica, sin carácter excluyente, a paredes, puertas, cerraduras, cerrojos y todos los accesorios.

14. Cerraduras. En el supuesto caso de que el Arrendatario agregue cerraduras al Inmueble Arrendado o cambie las actuales, debe entregar copias de las llaves al Arrendador. Éste debe tener llaves de acceso al Inmueble Arrendado en todo momento para casos de emergencia.

15. Responsabilidad. El Arrendatario es responsable de contratar un seguro para sus propios bienes que se encuentren en el Inmueble Arrendado y exime al Arrendador de responsabilidad por los daños y perjuicios emergentes.

16. Incendio y accidentes. Si el Inmueble Arrendado no reúne los requisitos para ser arrendado debido a incendio, explosión u otro accidente, el Arrendador tiene la opción de rescindir el contrato o reparar el Inmueble Arrendado en el plazo de sesenta (60) días. En el supuesto caso de que el Arrendador no repare el Inmueble Arrendado en el plazo fijado, o de destrucción total del edificio del que forma parte éste, caducará el plazo establecido.

17. Cesión. Queda prohibido al Arrendatario ceder el Contrato y subarrendar el Inmueble Arrendado, total o parcialmente, sin consentimiento previo por escrito del Arrendador.

18. Incumplimiento. Si el Arrendatario no cumple con su obligación de pagar el alquiler o de cualquier cargo previsto, considerado alquiler adicional conforme al Contrato, en la fecha de vencimiento, o no cumple una cláusula, un acuerdo o una condición contractual, o abandona el Inmueble Arrendado, debe pagar los alquileres vencidos, los alquileres restantes hasta completar el período del arrendamiento no vencido, y todo ello con costas judiciales, honorarios de abogados y daños y perjuicios sufridos por el Inmueble Arrendado. El Arrendador podrá desalojar al Arrendatario por incumplimiento en el pago una vez cumplido el plazo legal de tres (3) días posteriores a la notificación conforme a lo previsto en el artículo 83.56(3) de las Leyes de la Florida. El Arrendador puede ejercer todos los demás recursos y acciones legales que le asisten en virtud del Capítulo 83 de las Leyes de la Florida.

19. Honorarios de abogados y costas. Serán a cargo del Arrendatario los gastos de cobranza y todo gasto que ocasionen las actuaciones judiciales que el Arrendador deba iniciar por el incumplimiento del Arrendatario.

20. Abandono y arrendamiento posterior. Si el Arrendatario desocupa o abandona el Inmueble Arrendado, o caduca su derecho de tenencia, el Arrendador puede, pero no está obligado a hacerlo, arrendar otra vez el Inmueble Arrendado, total o parcialmente, por el precio, los plazos y la duración que estime convenientes, sin eximir al Arrendatario de sus obligaciones contractuales (pero no se exigirá al Arrendador aceptar o recibir a cualquier arrendatario ofrecido por el Arrendatario u otros terceros). En el supuesto caso de que el Arrendador vuelva a arrendar el Inmueble Arrendado, el Arrendatario pagará toda suma de dinero que haga falta si el importe proveniente del nuevo arriendo es insuficiente para satisfacer el precio del arrendamiento fijado en el Contrato, y todos los gastos que ello genere. El Arrendatario puede disponer de todos los bienes muebles abandonados por el Arrendatario, sin que esto genere responsabilidades para el primero. Con la firma del Contrato, el Arrendatario acuerda que, en el supuesto caso de restitución o abandono del Inmueble Arrendado, según las definiciones contempladas en las Leyes de la Florida, el Arrendador no tendrá obligación ni responsabilidad alguna por la guarda ni disposición de los bienes muebles del Arrendatario.

21. Gravámenes. La propiedad del Arrendador no será objeto de gravamen alguno constituido por el Arrendatario para introducir mejoras en el Inmueble Arrendado.

22. Gas radón y pintura con plomo. El gas radón es un gas radioactivo natural que surge espontáneamente. Cuando se acumula en un edificio en cantidad suficiente, puede presentar riesgos para la salud de las personas expuestas al mismo durante un tiempo. En edificios de la Florida se han encontrado niveles de radón que exceden las pautas de tolerancia federales y estatales. Se puede obtener más información sobre el radón y las pruebas relacionadas con este elemento en la unidad de salud pública del condado pertinente. Las viviendas construidas antes de 1978 pueden tener pintura con plomo. El plomo que desprende la pintura, la pintura descascarada y el polvo de pintura presentan un riesgo para la salud si no se manejan en forma debida. La exposición al plomo es perjudicial, especialmente para niños y mujeres embarazadas. Antes de arrendar una vivienda construida con anterioridad a 1978, el Arrendador de bienes raíces tiene la obligación de informar que en la vivienda hay pintura con plomo o existe el riesgo de exposición a ella. Asimismo, el Arrendador tiene el derecho de recibir un folleto con aprobación federal con información sobre cómo evitar el envenenamiento con plomo. El Arrendador no tiene conocimiento sobre pinturas con plomo y los riesgos inherentes que haya en la vivienda. El Arrendador no cuenta con informes ni registros del riesgo de exposición a la pintura con plomo en la vivienda.

23. Legislación. El Arrendatario acuerda cumplir las leyes y normas aplicables al Inmueble Arrendado, así como a los agregados o las modificaciones que el Arrendador estime convenientes durante la vigencia del Contrato.

24. Disposiciones generales. El Arrendatario se compromete a no tener una cama de agua en el piso superior. Las medidas judiciales dictadas contra el Arrendador no afectan la obligación del Arrendatario de pagar el alquiler conforme lo previsto en el Contrato, salvo orden en contrario dictada por un tribunal competente. El Arrendatario se compromete a cooperar con el Arrendador y sus representantes cuando sea necesario mostrar el Inmueble Arrendado a posibles nuevos arrendatarios previo a la conclusión del período del arrendamiento que le corresponde. El Arrendatario se compromete a pagar el precio de los servicios públicos y los importes de otras facturas aplicables durante el período del arrendamiento que le corresponde. El Arrendatario expresamente autoriza

al Arrendador a deducir del Depósito en Garantía los importes de facturas que queden impagas cuando se extinga este Contrato, o en el supuesto caso de que el Arrendatario abandone el Inmueble Arrendado.

25. Renuncia a los derechos. En el supuesto caso de que el Arrendador no exija el cumplimiento estricto de determinada cláusula, condición u obligación del Contrato, esa omisión no se considerará una renuncia por el Arrendador a sus derechos o acciones judiciales, ni una renuncia al derecho de exigir, en el futuro, el cumplimiento estricto de otras cláusulas, condiciones u obligaciones de este Contrato.

26. Divisibilidad del Contrato. Queda expresamente acordado y entendido que en el supuesto caso de invalidez de un inciso o una cláusula del Contrato por considerársela contraria a la ley, a la constitución, o inexigible por otra causa, el inciso o la cláusula en cuestión se eliminará del Contrato, cuyas cláusulas, condiciones y obligaciones restantes no se verán afectadas y permanecerán en plena vigencia.

27. Obligatoriedad del Contrato. Las obligaciones y los acuerdos contemplados en este Contrato son obligatorios para los herederos, representantes legales, administradores y cesionarios de las partes, y surtirán efectos para ellos.

28. Interpretación. En el supuesto caso de tener que aplicar el Contrato a personas jurídicas o físicas, se interpretará con los cambios necesarios incorporados.

29. Situación económica del Arrendatario. En cualquier momento durante la vigencia del Contrato, el Arrendador y sus representantes tendrán el derecho, otorgado por el Arrendatario, de investigar toda información de la que dispongan en relación con la ocupación del Inmueble Arrendado y la solvencia del Arrendatario. Esta información incluiría, por ejemplo, información crediticia de compras al por menor y arrendamientos, antecedentes penales, si corresponde, características, reputación general, rasgos personales y forma de vida actual y pasada. El Arrendador también puede brindar información sobre la situación y antecedentes de pago de cuentas del Arrendatario, inclusive información crediticia negativa, a agencias que suministran información sobre situación crediticia y a otros acreedores.

30. Solicitud de crédito. Habiendo recibido y analizado una solicitud de crédito presentada por el Arrendatario, y habiendo confiado en la veracidad y fidelidad de las declaraciones del Arrendatario contenidas en ella, el Arrendador celebra este Contrato con el Arrendatario. Las partes acuerdan que la solicitud de crédito presentada por el Arrendatario en ocasión de pretender arrendar el Inmueble Arrendado queda incorporada al Contrato por referencia y forma parte del mismo. Además, el Arrendatario manifiesta que, en el supuesto caso de que en la solicitud mencionada hubiera una declaración falsa, el Arrendador tendrá derecho a rescindir el Contrato de inmediato, con lo cual los Depósitos en Garantía y alquileres pagados por adelantado quedarán en su poder en concepto de daños y perjuicios líquidos y determinados. Asimismo, si el Arrendador ejerce su opción de rescindir el Contrato, el Arrendatario debe desocupar el Inmueble Arrendado —personas y bienes— en el plazo de veinticuatro (24) horas a partir de la notificación de rescisión del Contrato enviada por el Arrendador. Asimismo, el Arrendatario debe mantener al Arrendador indemne y exento de responsabilidad por daños y perjuicios relacionados con los bienes contemplados en el Contrato, lo que comprende, sin carácter excluyente, el costo necesario para adecuar el Inmueble Arrendado a fin de arrendárselo a otro arrendatario, y por el presente renuncia al derecho de compensación con respecto al Depósito en Garantía y los alquileres pagados por adelantado, otorgados a favor del Arrendador en concepto de daños y perjuicios líquidos y determinados.

31. Revelación de información. El Arrendatario que firma el Contrato por el presente declara que todas sus preguntas sobre el Contrato fueron respondidas, que comprende totalmente las disposiciones del Contrato, así como las obligaciones y responsabilidades de cada una de las partes que se prevén en él. Asimismo, el Arrendatario se compromete a cumplir fielmente sus obligaciones emergentes del Contrato o hacerse cargo de las consecuencias legales y económicas de sus actos u omisiones que resulten en incumplimiento del Contrato. Mediante la firma estampada en el Contrato, el Arrendatario reconoce que recibe un ejemplar firmado del mismo.

32. Integridad del contrato. Este Contrato constituye la totalidad del Contrato celebrado por las partes; todo acuerdo que se celebre a partir de esta fecha con el objeto de cambiar o modificar este Contrato sólo tendrá vigencia y validez si se instrumenta por escrito y formaliza por las partes.

DE CONFORMIDAD, las partes otorgan este Contrato en la fecha y el lugar indicados en el encabezamiento.

Arrendador:

Arrendatario:

Por: \_\_\_\_\_

Fecha: \_\_\_\_\_, \_\_\_\_\_

Fecha: \_\_\_\_\_

## Option Agreement

Concerning the property known as: \_\_\_\_\_

Upon a full execution of lease, landlord agrees to give tenant the following:

1. Tenant will tender \$\_\_\_\_\_ for option consideration towards \$\_\_\_\_\_ purchase price. Landlord agrees to pay \$\_\_\_\_\_ of buyers closing costs.
2. Option money is non-refundable.
3. If option is not exercised by tenant, tenant will vacate and forfeit all option money.
4. Option is not a contract for deed.
5. If tenant defaults on lease, option is null and void.
6. \$\_\_\_\_\_/month will apply toward option if rent is paid on time.
7. Lessee shall notify Lessor in writing at least 90 days prior to the end of this lease or sooner of his intent to exercise the option to purchase.
8. In the event of a default of this agreement, Lessor has the right to terminate this lease and contract and to retake possession under the applicable State Landlord/Tenant Statutes.
9. This is a contract for an option to purchase the property listed above. An option to purchase this property shall be granted to the Lessee at the end of the term of the lease provided all of the terms herein have been met. An option to purchase may be granted sooner than this contract indicated if both parties agree in writing.
10. All rights of ownership shall remain with the Lessor/Seller during the term of this contract including but not limited to the right to place mortgages on the property. If and when the property transfers ownership, it will be with clear and marketable title on a special warranty deed.
11. During the term of this lease the Landlord/Tenant relationship exists. The tenancy shall be subject to the laws of the State of \_\_\_\_\_. The Lessee shall have no rights to encumber the property or to obligate the Lessor/Seller for any expense.

\_\_\_\_\_  
Landlord                      Date

\_\_\_\_\_  
Tenant                        Date

In order to be successful, you must be bold and take action. Once you've made that decision, go forward with confidence and continue to educate yourself. Take that leap of faith without fear and you'll have the success you deserve. Remember,

**“Success does not create  
happiness...  
Happiness creates  
success...  
Be happy and you will have great  
success.”**

**David Dweck**