



OPISAS[®]

OVERSEAS PROPERTY INVESTMENT SOLUTIONS AND SERVICES

Guia de compra USA



www.opisas.com

GUIA DE COMPRA PASSO A PASSO



ACORDO DE RESERVA

Para que o processo de compra de uma propriedade por meio da OPISAS possa começar, você deve primeiro preencher o Formulário de Reserva abaixo com todos os dados do(s) comprador(es) da propriedade e assiná-lo concordando com os termos e condições da reserva.

Juntamente com o formulário, uma transferência eletrônica de US\$ 3.200 deve ser providenciada para pagamento das taxas de administração (que incluem minuta do contrato, registro de documento, impostos *pro rata* e comissão de fechamento de venda) ou de US\$ 4.000 se a opção for pela contratação adicional do serviço de criação de uma empresa de responsabilidade limitada (LLC) nos EUA (que inclui endereço da empresa, serviço de correspondência e número identificador de empregador (EIN)).



FORMULÁRIO DE RESERVA		
Todos os campos devem ser preenchidos corretamente.		
DADOS DO CLIENTE (Se houver mais de um cliente, preencher o mesmo formulário)		
Primeiro nome(s):	Sobrenome	
Data de aniversário (dd/mm/yyyy)	Número de Passaporte (Anexar cópia do documento)	
Endereço (Rua, cidade)		
CEP	Cidade/Estado	Nacionalidade
Nacionalidade		E-mail
Número do Telefone		Número do Celular
DADOS DA EMPRESA		
Criar uma empresa <input type="checkbox"/> Sim <input type="checkbox"/> Não Empresa Ex-ante <input type="checkbox"/> Sim <input type="checkbox"/> Não	Se o nome da empresa já existe	
Nome da empresa (Opção 1)	Nome da empresa (Opção 2)	
DADOS DA PROPRIEDADE (Compatível com Opisus)		
Endereço da Propriedade		
Cidade / Estado	Cidade	
Custo Total da Propriedade (Especifique a moeda)	Custos Extras (Reserva do Imóvel)	
Depósito (Especifique o valor)	Saldo (Especifique o valor)	
Notas		
<div style="border: 1px solid black; height: 40px;"></div>		
DECLARAÇÃO		
Ao assinar este formulário, declaro transferir o valor indicado acima como depósito de confirmação para a reserva do imóvel. Além disso, me comprometo a enviar uma cópia do comprovante de depósito de pagamento da propriedade uma vez iniciado.		
Assinatura	Nome (s) e Sobrenome	Data (dd / mm / aaaa)
Nome do Agente		

Para confirmar a reserva, enviar o formulário preenchido e o comprovante da transferência para o endereço eletrônico a Opisas.

ACORDO DE COMPRA E VENDA

Uma vez que a reserva tenha sido confirmada por meio do depósito, cópia do passaporte do cliente e acordo de reserva preenchido, o comprador terá que preencher o “Acordo de Compra e Venda” padrão da Florida, conforme abaixo.

Esse documento de mais de 10 páginas deve ser preenchido com todos os detalhes relativos ao Comprador e o Vendedor, assim como as informações relativas à propriedade, cronograma de pagamento, dia do fechamento da venda e qualquer informação importante referente à propriedade e aos termos de venda.

“AS IS” Residential Contract For Sale And Purchase

1* **PARTIES:** _____ (“Seller”),
 2* and _____ (“Buyer”),
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal
 4 Property (collectively “Property”) pursuant to the terms and conditions of this AS IS Residential Contract For Sale
 5 And Purchase and any riders and addenda (“Contract”):

6 **1. PROPERTY DESCRIPTION:**
 7* (a) Street address, city, zip: _____
 8* (b) Property is located in: _____ County, Florida. Real Property Tax ID No: _____
 9* (c) Legal description of the Real Property: _____

10* _____
 11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 12 attached wall-to-wall carpeting and flooring (“Real Property”) unless specifically excluded below.
 13 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date
 14 of the initial offer are included in the purchase (“Personal Property”): (i) range(s)/oven(s), dishwasher(s),
 15 disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door
 16 openers, and security gate and other access devices; and (ii) those additional items checked below. If
 17 additional details are necessary, specify below. **If left blank, the item below is not included:**

<input type="checkbox"/> Refrigerator(s)	<input type="checkbox"/> Smoke detector(s)	<input type="checkbox"/> Pool barrier/fence	<input type="checkbox"/> Storage shed
<input type="checkbox"/> Microwave oven	<input type="checkbox"/> Security system	<input type="checkbox"/> Pool equipment	<input type="checkbox"/> TV antenna/satellite dish
<input type="checkbox"/> Washer	<input type="checkbox"/> Window/wall a/c	<input type="checkbox"/> Pool heater	<input type="checkbox"/> Water softener/purifier
<input type="checkbox"/> Dryer	<input type="checkbox"/> Generator	<input type="checkbox"/> Spa or hot tub with heater	<input type="checkbox"/> Storm shutters and panels
<input type="checkbox"/> Stand-alone ice maker		<input type="checkbox"/> Above ground pool	

18 The only other items of Personal Property included in this purchase, and any additional details regarding
 19* Personal Property, if necessary, are: _____

20* _____
 21 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
 22* (e) The following items are excluded from the purchase: _____
 23* _____

24* **2. PURCHASE PRICE** (U.S. currency):..... \$ 0.00

25* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** \$ 0.00
 26 The initial deposit made payable and delivered to “Escrow Agent” named below
 27* **(CHECK ONE):** accompanies offer or is to be made upon acceptance (Effective Date)
 28* or is to be made within _____ (if blank, then 3) days after Effective Date
 29* Escrow Agent Information: Name: _____
 30* Address: _____ Phone: _____
 31* E-mail: _____ Fax: _____

32* (b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3)
 33* days after Effective Date \$ 0.00
 34 (All deposits paid or agreed to be paid, are collectively referred to as the “Deposit”)

35* (c) Financing: Express as a dollar amount or percentage (“Loan Amount”) see Paragraph 8 \$ 0.00
 36* (d) Other: \$ 0.00
 37 (e) Balance to close (not including Buyer’s closing costs, prepaids and prorations) by wire
 38* transfer or other **COLLECTED** funds..... \$ 0.00

39* **NOTE: For the definition of “COLLECTION” or “COLLECTED” see STANDARD S.**

40 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

41* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____
 42* _____, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.
 43 Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
 44 counter-offer is delivered.
 45 (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or
 46* initialed this offer or final counter-offer (“Effective Date”).

47 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
 48 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
 49* (“Closing”) on _____ (“Closing Date”), at the time established by the Closing Agent,

Buyer’s Initials _____ Page 1 of 10 Seller’s Initials _____

DECLARAÇÃO FINAL

Uma vez que a transação esteja pronta para ser fechada, uma Declaração de Fechamento da operação será fornecida ao Vendedor e ao Comprador pela "Title Company"/Agente Liquidante designada pelo vendedor. Abaixo, temos um modelo da declaração de liquidação padrão, também conhecida como declaração do "US Department of Housing and Urban Development (HUD).

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		SETTLEMENT STATEMENT	
B. TYPE OF LOAN		6. File Number	7. Loan Number
3. CONV. UNINS.	1. FHA 4. VA	2. FmHA 5. CONV. INS.	8. Mortgage Insurance Case Number
<i>C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>			
D. NAME AND ADDRESS OF BORROWER:		E. NAME AND ADDRESS OF SELLER:	
F. NAME AND ADDRESS OF LENDER:		G. PROPERTY LOCATION:	
H. SETTLEMENT AGENT: NAME, AND ADDRESS		I. SETTLEMENT DATE:	
PLACE OF SETTLEMENT:			
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 14.00)		403.	
104.		404.	
105.		405.	
<i>Adjustments for items paid by seller in advance</i>		<i>Adjustments for items paid by seller in advance</i>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit of earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 14.00)	
203. Existing loans taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of 1st mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments for items unpaid by seller</i>		<i>Adjustments for items unpaid by seller</i>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	
303. CASH (FROM) (TO) BORROWER		603. CASH (TO) (FROM) SELLER	
L. SETTLEMENT CHARGES			

A declaração de fechamento deve conter os valores totais estabelecidos pelo Comprador e o Vendedor para fechar a compra. O pagamento de montantes pendentes será exigido antes ou na data estabelecida para fechamento do negócio. Esse documento deve ser assinado e devolvido à "Title Company" que fechou o negócio para registro e inscrição da venda oficialmente nos arquivos públicos oficiais do condado.

DOCUMENTO DE GARANTIA

Agora que a compra está fechada, o novo Comprador receberá, dentro de prazo de até 4 semanas, via correio, o original do Documento de Garantia Registrado com a Apólice do Proprietário emitida pela "Title Company". Esses documentos confirmam que a propriedade foi legalmente transferida para o nome do novo proprietário.

Uma versão eletrônica do Documento de Garantia está disponível nos Arquivos Públicos do Condado, e pode ser consultada normalmente dentro de um prazo de até 7 dias após a liquidação,. Uma cópia poderá ser remetida, a pedido, ao comprador.

Abaixo exemplo de Documento de Garantia

[See Recording Requirements for Size and Margin Requirements]

WARRANTY DEED

The undersigned Grantor(s), _____, a
single/married man/woman,
whose address is _____

Hereby CONVEYS AND WARRANTS to: _____,
a single/married man/woman,
whose address is: _____

the following described premises situated in the city/township of
_____, County of _____, State of _____:

[insert legal description here]

for the sum of: _____ (\$) Dollars
subject to easements and building and use restrictions of record if any,
and any taxes which constitute a lien but are not yet due and payable.

Dated this _____ day of _____, 200_

Witnesses: _____ Signed by: _____
[type witness name here] *[type grantor's name here]*

[type witness name here] *[type grantor's name here]*

STATE OF _____
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____,
200__, by *[insert grantors names here]*

[type notary name here]
Notary Public
_____ County,
State of _____
My commission expires: _____

Send subsequent tax bills to:

Drafted By and Return to:

DECLARAÇÃO DE PROPRIETÁRIO ADMINISTRAÇÃO DA PROPRIEDADE

Como novo proprietário, você receberá, mensalmente, de sua empresa de administração, um extrato com todas receitas e despesas derivadas de sua nova propriedade.

Segue abaixo um típico exemplo de extrato mostrando receitas x despesas.

Owner Statement							
Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
				Beginning Cash Balance as of 02/01/20xx			0.00
03/01/20xx				Rent	700.00		700.00
06/01/20xx				Management Fee Expense - Management Fee Expense for 05/20xx		56.00	644.00
12/01/20xx				HOA Dues - May 20xx		135.00	509.00
20/01/20xx				Paid to Owner - Owner payment for 05/20xx		509.00	0.00
03/02/20xx				Rent	700.00		700.00
06/02/20xx				Management Fee Expense - Management Fee Expense for 06/20xx		56.00	644.00
12/02/20xx				HOA Dues - June 20xx		135.00	509.00
20/02/20xx				Paid to Owner - Owner payment for 06/20xx		509.00	0.00
03/03/20xx				Rent	700.00		700.00
06/03/20xx				Management Fee Expense - Management Fee Expense for 07/20xx		56.00	644.00
12/03/20xx				Ending Cash Balance			644.00
Total					2,100.00	1,456.00	



OPISAS[®]

OVERSEAS PROPERTY INVESTMENT SOLUTIONS AND SERVICES



www.opisas.com

COPYRIGHT © OPISAS ALL RIGHTS RESERVED

DISCLAIMER. To the best of our knowledge, the information contained herein is accurate and reliable as of the date of publication; however, we do not assume any liability whatsoever for the accuracy and completeness of the above information. OPISAS makes no warranties which extend beyond the description contained herein. Information is also provided with the understanding that OPISAS do not provide legal activities, accounting. OPISAS disclaim any liability, personal risk or loss or otherwise, incurred as a result of directly or indirect use and application of any content of this document.