



# OPISAS<sup>®</sup>

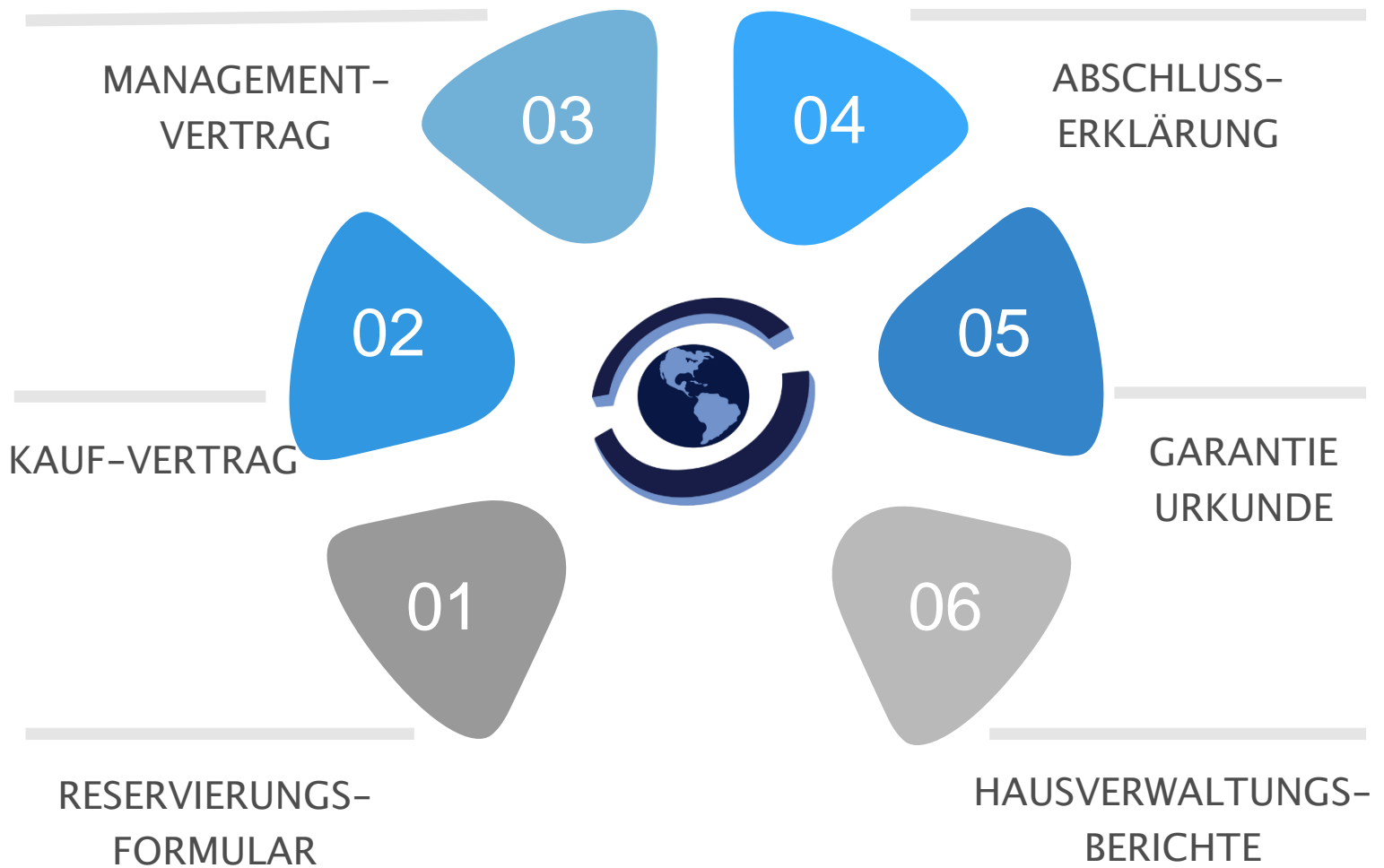
OVERSEAS PROPERTY INVESTMENT SOLUTIONS AND SERVICES

## Verfahren für ein Investment in den USA



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## KAUFVERFAHREN IN DEN USA



## RESERVIERUNGSFORMULAR

Um den Kaufprozess einer Immobilie durch Opisas einzuleiten, werden die Kaufinteressenten gebeten, zunächst das unten stehende Reservierungsformular mit Ihren kompletten persönlichen Daten auszufüllen und zum Zeichen ihres Einverständnisses mit den im Vertrag formulierten Reservierungsbedingungen zu unterschreiben.

Der Reservierungsvertrag ist mit der Überweisung von \$3.200 als Einmalzahlung für Verwaltungskosten und Steuern auf den Verkauf verbunden (die Summe schließt die Ausarbeitung und die Registrierung der diversen Verträge und die anfallenden Steuern nach US-Recht ein) bzw. von \$4.000, falls der zusätzliche Service der Bildung eines US-Unternehmens, einer LLC (vergleichbar mit unserer GmbH) gewählt wird – die Summe schließt die Unternehmensadresse, den Mailversanddienst und die Employer Identification Number (kurz EIN – entspricht unserer Sozialversicherungsnummer) ein.



**RESERVATION FORM**

All sections must be completed.

**CLIENT DETAILS (For multiple applicants complete "Reservation Form continuation")**

First Name(s):  Last Name:   
 Date of Birth (dd/mm/yyyy):  Passport Number (Please attach the document):   
 Address (Street, etc.):   
 Zip Code:  Country / Province:  Country:   
 Nationality:  e-mail:   
 Telephone Number:  Mobile Number:

**COMPANY DETAILS**

New Company Purchase  Yes  No Existing Company Purchase  Yes  No (If yes, indicate name of Company)  
 New Company Name (Option 1):  New Company Name (Option 2):

**PROPERTY DETAILS (Completed by Opisas)**

Property Address:   
 City / State:  Country:   
 Total cost of property (Specify the sum(s)):  Cash loan (if "None"):   
 Deposit (Specify the amount):  Balance (Specify the amount):   
 Notes:

**DECLARATION**

By signing this form, I/we hereby declare to transfer the amount indicated above as confirmation deposit for the reservation of the property. I further declare to transmit proof of payment for the property deposit once initiated.

Signature:  First Name(s) and Last Name:  Date (dd/mm/yyyy):   
 Agent Name:

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Zur Bestätigung der Reservierung muss das ausgefüllte Formular und eine Kopie der Überweisung an Opisas geschickt werden.

## KAUFVERTRAG

Nach der Eingang der Anzahlung, der Kopie des Reisepasses und des ausgefüllte Reservierungsformulars erhalten Sie eine Reservierungsbestätigung sowie eine Kopie des in dem jeweiligen US-Staat gültigen und genehmigten Kaufvertrags (unten finden Sie als Beispiel den im Bundesstaat Florida üblichen Vertrag).

Dieser Vertrag von mehr als 10 Seiten wird dem Käufer komplett zugeleitet. Er enthält die Käufer -und Verkäuferdaten, Immobiliendaten, Zahlungsbedingungen, das Abschlussdatum sowie alle weiteren relevanten Informationen und Kaufbedingungen.

**"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 \_\_\_\_\_

## MANAGEMENT-VERTRAG

Zusammen mit dem Kaufvertrag wird der Käufer einen Verwaltervertrag von der Verwaltungsgesellschaft erhalten, die die Verwaltung des Eigentums im Namen des neuen Eigentümer übernehmen wird. Die Verwaltungsgesellschaft wird für die Begleichung von anfallenden Rechnungen, den Mietenzug und alle das Eigentum betreffende Leistungen verantwortlich sein.

**RENTAL MANAGEMENT AGREEMENT** 

AGENT OWNER(S)

AND \_\_\_\_\_  
\_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

1. The above OWNER(S) hereby employs CFRP as AGENTS and grants AGENT exclusive right to rent, lease and manage the above described property according to the terms that follow.
2. The term of this agreement shall be from the above date until cancelled in writing with a 60 day written notice by either party. OWNER(S), however, may cancel this agreement with a 10 day written notice if the property is not rented. The OWNER(S) agree to compensate the AGENT \$200.00 toward advertising cost should the OWNER(S) cancel their contract with CFRP Realty, LLC, Inc within the first 30 days of the signed contract, assuming no TENANT is secured, other provisions for cancellation are provided for in this agreement.
3. OWNER(S) shall pay 1 full month's rent, but no less than \$\_\_\_\_\_, of any lease agreement each time the property is rented. If tenancy is renewed or extended by the same TENANT, then \$200.00 will be charged. Leasing Fees will be paid from rent receipts or from forfeited deposits where applicable.
 

**Leasing Fees will include the following:**

  - AGENT to pay for all advertising that the AGENT deems appropriate to promote the above rental property. Advertising will include free and/or paid advertising. Such advertising may include local MLS, realtor.com, rentals.com, and mycfrp.com.
  - Signage on the property when permissible
  - All lease documents approved by AGENT'S attorney
  - Background checks on prospective TENANTS
4. \_\_\_\_\_% management commissions, no less than \$50.00, are paid each month the property is rented by the TENANT, and rent is collected. Commissions shall be paid from rent receipts or from forfeited deposits where applicable.
 

**Management Commissions will include the following:**

  - Collecting rents on a monthly basis
  - Serving notices if TENANT has not paid. AGENT will determine when to serve notices
  - Ordering repairs on behalf of the OWNER(S) as needed
  - Payment by check to the OWNER(S) for rents collected
  - Payment of HOA dues on behalf of the OWNER(S) so long as funds are available
  - Inspections of properties at least twice a year
5. **LIEN RIGHTS** - OWNER(S) hereby grant AGENT the right to file a mechanics lien against any property covered by this agreement if the OWNER(S) fails to pay AGENT for any repairs done to the property whether the AGENT does those repairs directly or sub-contracts them out. OWNER(S) acknowledges that said lien may result in the foreclosure of the lien should OWNER(S) fail to pay AGENT for said repairs.

Dieses Dokument wird mit den Daten der Verkäufer ausgefüllt. Es wird dann an dem Käufer gesendet und wird von ihm mit Ihren Daten ergänzt. Der Management-Vertrag muss vor dem Schließungsdatum zurückgeschickt werden. Außerdem erhält der Kunde das Client Conversion Form.

## ABSCHLUSSERKLÄRUNG

Sobald die Transaktion abschlussreif ist, erhalten Käufer und Verkäufer eine Abschlusserklärung "Closing Statement" (finale Unterlagen für die Notariatsurkunde) von dem Title Company / Settlement Agent. Unten finden Sie eine Abschlusserklärung, auch bekannt als *U.S. Department of Housing and Urban Development (HUD) statement* (Ministerium für Wohnungsbau- und Stadtentwicklung).

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		SETTLEMENT STATEMENT	
<b>B. TYPE OF LOAN</b>		8. File Number	7. Loan Number
3. CONV. UNHS.	1. FHA 4. VA	2. FmHA 5. CONN. INS.	6. Mortgage Insurance Case Number
<small>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.</small>			
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	
		PLACE OF SETTLEMENT:	
		I. SETTLEMENT DATE:	
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		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	
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit of earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first 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	
<b>300. CASH AT SETTLEMENT FROM TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER</b>	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/to borrower (line 220)		602. Less reductions in amount due seller (line 520)	
303. CASH ( FROM ) ( TO ) BORROWER		603. CASH ( TO ) ( FROM ) SELLER	
<b>L. SETTLEMENT CHARGES</b>			

Das Dokument enthält die gesamte Summe, die vom Käufer und Verkäufer bezahlt werden muss, um den Kauf abzuschließen. Die Zahlung muss vor der Notariatsurkunde (genannt "Closing") aufgeschlossen werden. Das Dokument muss unterzeichnet an die Rechtstitelversicherung zurückgeschickt werden, um den Kaufvertrag in den *Public County Records* offiziell registrieren zu lassen.

## GARANTIE URKUNDE

Nach dem Abschluss des Kaufprozesses erhält der Käufer innerhalb vier Wochen die Originalurkunde des Kaufs (Warranty Deed), die ihn als Eigentümer der Immobilie bestätigt.

Eine elektronische Version der Garantieurkunde (Warranty Deed) ist in der Regel sieben Tage nach der Abschluss des notariellen Kaufvertrags online abrufbar, erscheint in den Aufzeichnungen des Bezirksarchivs und kann dort heruntergeladen und auf Anfrage dem neuen Eigentümer gesendet werden.

Warranty Deed Beispiel:

[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:

## HAUSVERWALTUNGSBERICHTE

Der neue Eigentümer erhält von der Verwaltungsgesellschaft monatlich einen ausführlichen Bericht über die Einnahmen und Ausgaben, die sich aus der Immobilie ergeben haben.

Hier sehen Sie einen typischen Bericht:

Owner Statement


 Properties

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		58.00	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		58.00	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		58.00	644.00
12/03/20xx				Ending Cash Balance			644.00
<b>Total</b>					<b>2,100.00</b>	<b>1,456.00</b>	





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