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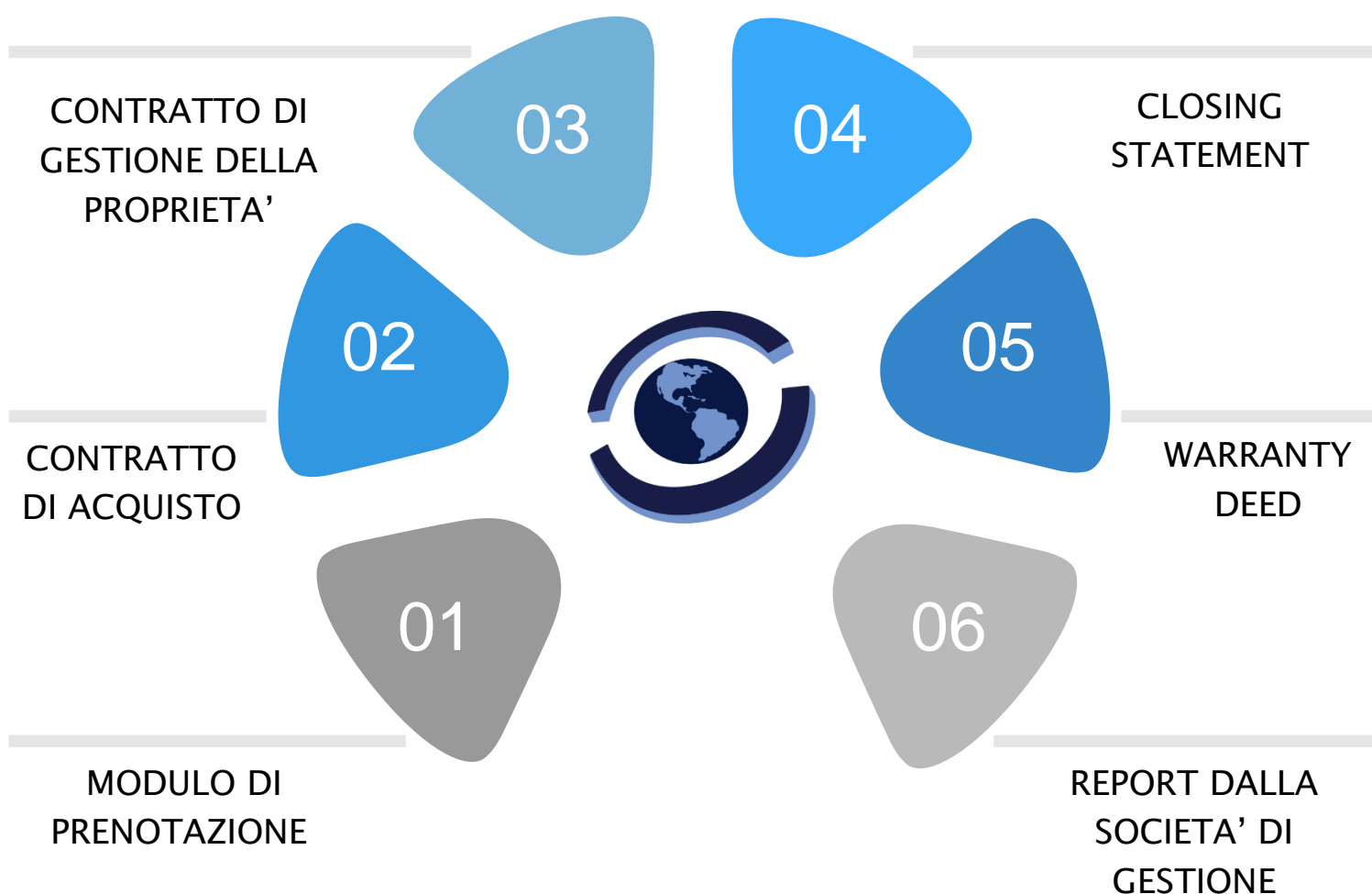
OVERSEAS PROPERTY INVESTMENT SOLUTIONS AND SERVICES

Procedure di acquisto USA



www.opisas.com

LE FASI D'ACQUISTO IN USA



MODULO DI PRENOTAZIONE

Per iniziare il processo di acquisto di un immobile attraverso Opisas il cliente dovrà compilare il modulo di prenotazione che trova di seguito. Il modulo deve essere compilato in ogni sua parte con i dati dell'acquirente(i), controfirmato in calce.

Assieme al modulo di prenotazione compilato, il cliente dovrà provvedere al trasferimento di \$3,200 a titolo di versamento importo una tantum per spese amministrative e tasse inerenti la compravendita (la somma include la stesura dei vari contratti, la loro registrazione e le relative tasse secondo la legge USA), oppure alla somma di \$4,000 se si sceglie il servizio aggiuntivo che prevede la formazione di una LLC Americana, paragonabile ad una nostra Srl (la somma include la domiciliazione, il servizio di spedizione della posta e l'Employer Identification Number - EIN, equivalente della nostra partita iva).



RESERVATION FORM (Modulo di Prenotazione)

Tutti i campi devono essere compilati

DETTAGLI CLIENTE (in caso di acquisto con più soggetti, compilare il "Reservation Form" corrispondente)

Nome		Cognome	
Data di nascita (gg/mm/aaaa)		Numero di Passaporto (Allegare il documento)	
Indirizzo (via, numero civico e città)			
Codice postale	Provincia	Nazione	
Telefono		Email	
Numero telefonico		Numero di cellulare	

DETTAGLI DELLA SOCIETÀ

Acquisto come società? Sì No Società già esistente? Sì No

Nome della società da formare (Opzione 1) _____ Nome della società da formare (Opzione 2) _____

DETTAGLI DELLA PROPRIETÀ (sezione riservata ad OPISAS - non compilare)

Indirizzo della proprietà _____

Città _____ Stato _____

Codice fiscale della proprietà (indicare se relativo) _____ Conto acqua (Esercizio "tagliato") _____

Deposito (indicare i totali) _____ Salto (indicare i totali) _____

Note _____

DICHIARAZIONI

Firmando questo modulo, mi impegno a trasferire l'importo indicato come caparra confirmatoria per la proprietà di cui sopra. Inoltre mi impegno ad inviare ad Opisas la prova di tutti i pagamenti effettuati per la suddetta proprietà.

Firma _____ Nome e Cognome _____ Data (gg/mm/aaaa) _____

Nome dell'agente _____

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Per confermare la prenotazione, il modulo compilato e la contabile del pagamento effettuato devono essere inviati a Opisas.

Una volta confermata la prenotazione mediante il pagamento della caparra, inviato copia del passaporto e modulo di prenotazione compilato, l'acquirente riceverà copia standard del sotto riportato "Contratto di acquisto e vendita" utilizzato e approvato dallo stato americano in cui si acquista (di seguito esempio di contratto utilizzato dallo stato della Florida).

Questo contratto, costituito da più di 10 pagine, verrà inviato all'acquirente completo sia con i dati dell'acquirente sia con quelli del venditore, saranno inoltre indicati tutti i dati relativi alla proprietà, i termini di pagamento, la data di closing (rogito), e qualsiasi altra informazione o condizione di vendita.

"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 _____

CONTRATTO DI GESTIONE DELLA PROPRIETA'

Assieme al contratto di acquisto, l'acquirente riceverà il contratto di gestione della proprietà dalla Società di Gestione che si occuperà della gestione della proprietà per conto del nuovo proprietario. La stessa società di gestione sarà responsabile per il pagamento delle utenze, per la raccolta degli affitti e qualsiasi altra situazione derivante dalla proprietà dell'immobile.

RENTAL MANAGEMENT AGREEMENT 

AGENT _____ OWNER(S) _____

AND _____

PROPERTY ADDRESS: _____

- 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.
- 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.
- 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 mycfrrp.com.
 - Signage on the property when permissible
 - All lease documents approved by AGENT'S attorney
 - Background checks on prospective TENANTS
- _____% management commissions, no less than \$50.00, are paid each month the property is occupied 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
- 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.

Il modulo di cui sopra sarà inviato all'acquirente parzialmente compilato, qualsiasi dato mancante dovrà essere compilato dall'acquirente e restituito prima della data del closing (rogito). Facente parte dello stesso documento, il cliente riceverà anche la Client Conversion Form.

CLOSING STATEMENT (documenti finali per il rogito)

Quando la transazione risulterà pronta per la chiusura, l'acquirente e il venditore riceveranno un "Closing Statement" (documenti finali per il rogito) dalla Title Company/Settlement Agent. Raffigurato nell'immagine in basso il "Settlement Statement" viene anche chiamato "U.S. Department of Housing and Urban Development (HUD) statement".

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		SETTLEMENT STATEMENT	
B. TYPE OF LOAN		8. File Number	7. Loan Number
3. CONV. UNINS.	1. FHA 4. VA	2. FmHA 5. CONV. INS.	6. Mortgage Insurance Case Number
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.			
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:
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 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	
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 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 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 TO/FROM 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 200)		602. Less reductions in amount due seller (line 520)	
303. CASH (FROM) (TO) BORROWER		603. CASH (TO) (FROM) SELLER	
L. SETTLEMENT CHARGES			

Il documento riporta i totali dovuti dal venditore e dall'acquirente per concludere l'acquisto. Il pagamento degli importi dovuti dovranno essere pagati entro la data di closing (rogito). Il documento deve essere firmato e inviato alla Title Company al fine di registrare ufficialmente la vendita sui registri pubblici della contea.

WARRANTY DEED

Una volta concluso il processo di acquisto l'acquirente riceverà, dopo circa quattro-otto settimane, il "Warranty Deed" e "l'Owners Policy" originali, documenti che attestano la nuova proprietà dell'immobile.

Una versione elettronica del "Warranty Deed" è normalmente disponibile online dopo 7 giorni dalla data di closing (rogito). Il documento può essere scaricato dai registri della contea e, se richiesto, può essere inviato via mail al nuovo acquirente.

Esempio di Warranty Deed:

[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

State of _____ County,
My commission expires: _____



Send subsequent tax bills to:

Drafted By and Return to:

Il nuovo proprietario riceverà su base mensile un chiaro report dalla Società di Gestione che indica le spese e le entrate derivanti dalla proprietà.

Di seguito è riportato un tipico report:

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
Total					2,100.00	1,456.00	



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