



# OPISAS<sup>®</sup>

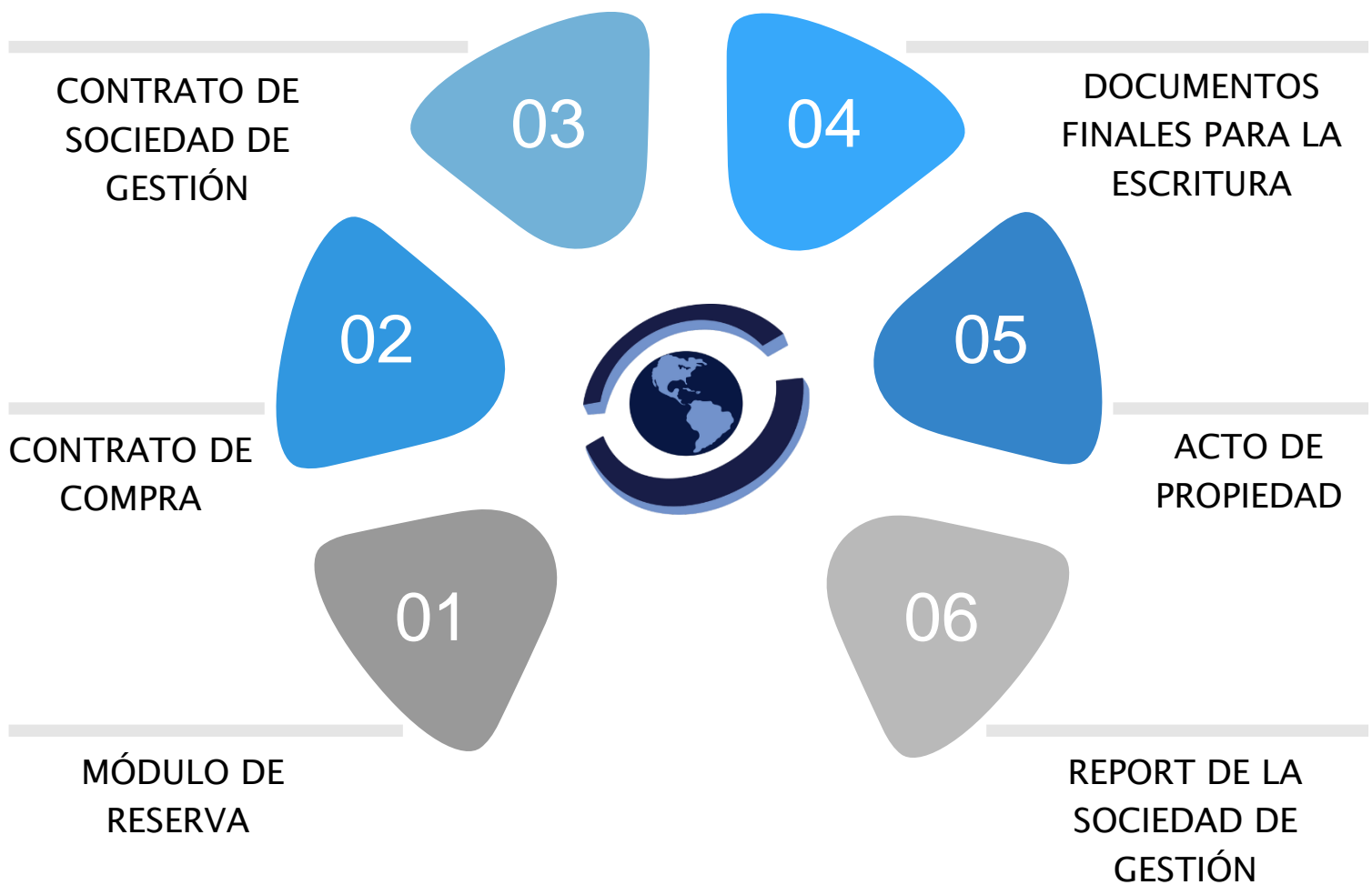
OVERSEAS PROPERTY INVESTMENT SOLUTIONS AND SERVICES

## Procedimientos de compra EE.UU.



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## LAS FASES DE COMPRA EN EE.UU.



## MÓDULO DE RESERVA

Para empezar el proceso de compra de un inmueble a través de Opisas el cliente tendrá que compilar el módulo de reserva que encuentra abajo. El módulo tiene que ser compilado en cada parte con los datos del comprador, firmado en la parte inferior.

Junto al módulo de reserva compilado, el cliente se ocupará de la transferencia de \$3,200 a modo de depósito, importe una tantum para gastos administrativos y tasas inherentes la compraventa (la cantidad incluye la elaboración de los contratos, la registración y las tasas según la ley EE.UU.), sinó la cifra de \$4,000 si se escoge el servicio adquirido que consta en la formación de una LLC Americana, comparable a una nuestra SL (la cantidad incluye la domiciliación, el servicio de envío del correo y el Employer Identification Number – EIN, equivalente a nuestra IVA



RESERVATION FORM		
<small>All sections must be completed.</small>		
<b>CLIENT DETAILS</b> (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, city)		
Zip Code	Country / Province	Country
Telephone	E-mail	
Telephone Number	Mobile Number	
<b>COMPANY DETAILS</b>		
New Company Purchase <input type="checkbox"/> Yes <input type="checkbox"/> No	Existing Company Purchase <input type="checkbox"/> Yes <input type="checkbox"/> No	Yes, indicate name of Company
New Company Name (Option 1)		New Company Name (Option 2)
<b>PROPERTY DETAILS</b> (Completed by Opisas)		
Property Address		
City / State	Country	
Total cost of property (Specify the currency)	Take costs (i.e. "closing")	
Deposit (Specify the amount)	Balance (Specify the amount)	
Notes		
<b>DECLARATION</b>		
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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Para confirmar la reserva, el módulo compilado y el depósito tienen que ser enviados por e-mail a Opisas.

## CONTRATO DE VENTA Y DE COMPRA

Una vez que la reservada esté confirmada a través del pago de un depósito inicial, enviada la copia del pasaporte y módulo de reserva compilado, el comprador recibirá una copia estandar del documento aquí abajo llamado Contrato de compra y venta, utilizado y aprobado por el estado americano dónde se compra (aquí abajo un ejemplo de contrato utilizado en Florida).

Este contrato, formado por más de 10 páginas, será enviado al comprador completo con los datos del comprador y con los del vendedor, serán además indicados todos los datos relativos a la propiedad, condiciones de pago, la fecha de closing (escritura), y cualquier otra información o condición de venta.

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

## CONTRATO DE GESTIÓN DE LA PROPIEDAD

Junto al contrato de compra, el comprador recibirá el contrato de gestión de propiedad a través de la Sociedad de Gestión que se ocupará de la gestión del inmueble a nombre del nuevo propietario. La misma sociedad de gestión será responsable para el pago de los gastos de la vivienda, de la recogida de los alquileres y cualquier otra situación respecto la propiedad del inmueble.

**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 mycfpr.com.
  - Signage on the property when permissible
  - All lease documents approved by AGENT'S attorney
  - Background checks on prospective TENANTS
- 8.0 % 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.

El módulo aquí arriba será enviado al comprador compilado en parte, cualquier dato que falte tendrá que ser compilado por el comprador y devuelto antes de la data del closing (escritura). Haciendo parte del mismo documento, el cliente recibirá también el Client Conversion Form.

## CLOSING STATEMENT (documentos finales para la escritura)

Cuando la transacción resultará lista para el cierre, el comprador y el vendedor recibirán un "Closing Statement" (documentos finales para la escritura) desde la Title Company/Settlement Agent. Demostrado en la imagen aquí abajo el "Settlement Statement" es llamado también "U.S. Department of Housing and Urban Development (HUD) statement".

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. 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:
<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.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
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.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>		<b>420. GROSS AMOUNT DUE TO SELLER</b>	
<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 1st mortgage loan	
205.		505. Payoff of 2nd mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
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.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>		<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	
<b>300. CASH AT SETTLEMENT TO/FROM 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/for borrower (line 200)		602. Less reductions in amount due seller (line 520)	
<b>303. CASH ( FROM ) ( TO ) BORROWER</b>		<b>603. CASH ( TO ) ( FROM ) SELLER</b>	
<b>L. SETTLEMENT CHARGES</b>			

El documento describe los totales debidos por el vendedor y por el comprador para competir la compra. El pago de los importes debidos tendrán que ser pagados antes de la fecha de closing (escritura). El documento tiene que ser firmado e enviado a la Title Company al fin de registrar oficialmente la venta en los registros públicos del condado.

## WARRANTY DEED

Una vez terminado el proceso de compra el comprador recibirá, después de 4-8 semanas, el “Warranty Deed” y el “Owners Policy” originales, documentos que certifican la nueva propiedad del inmueble.

Una versión electrónica del “Warranty Deed” es normalmente disponible online después de 7 días de la fecha de closing (escritura). El documento puede ser descargado por los registros del condado y, si solicitado, puede ser enviado por email al nuevo comprador.

Ejemplo de Warranty Deed:

*[See Recording Requirements for Size and Margin Requirements]*

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**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:

## REPORT DE LA SOCIEDAD DE GESTIÓN

El nuevo propietario recibirá cada mes un claro report de la Sociedad de Gestión que indicará los gastos y las entradas provenientes de la propiedad. Aquí abajo un ejemplo de report:

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		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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