



9700 Griffin Road, Cooper City, Florida 33328 • Phone (954) 392-9994 • Fax (954) 538-1326

**Sample contract clauses regarding open/expire permits, violations, etc.**

**IF REPRESENTING BUYER  
(Add to FAR/BAR AS-IS)**

“Notwithstanding any other provision to the contrary, Seller at Seller’s sole cost and expense shall close-out any opened or expired permits and shall cure any governmental or association violations, citations, fines, fees, accounts, or notices, before closing.”

**IF REPRESENTING SELLER**

Try to avoid adding language, but if the parties insist, try using one of the following options:

Option 1 – Best for Seller

“If a municipal lien search or estoppel reveals any opened/expired permits, association or governmental violations, Seller may elect to cure same before closing or terminate this Contract in which case, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.”

Option 2 – 50/50

“If a municipal lien search or estoppel reveals any opened/expired permits, association or governmental violations, Buyer may request the Seller to cure same. If Seller refuses to cure same, Buyer may elect to accept the property in its as-is condition or terminate this Contract in which case, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.”

**CONTRACT QUESTIONS  
(call or text us anytime)**

**Ryan Shrouder, Esq.**  
Cell (754) 234-8440  
Office (954) 392-9994 Ext. 312  
[ryan@cooptitle.com](mailto:ryan@cooptitle.com)

**Stacy Mager, Esq.**  
Cell (954) 650-7843  
Office (954) 392-9994 Ext. 308  
[stacy@cooptitle.com](mailto:stacy@cooptitle.com)