Maqueli
FLORIDA

Agent in Brazil,
Agent in Florida

MAQUELI GEWEHR

CREDITS

About this edition

Agent in Brazil, Agent in Florida.
A training mini-book for Brazilian real estate agents. 1st edition, September 2026.

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Important notice

This book is **professional training** material. It is not legal, accounting, tax or investment advice, and it does not replace a licensed attorney, accountant (CPA), *title agent* or *lender*.

Laws, tax rates, deadlines and official fees change. Everything that appears here was gathered in **September 2026** and should be checked against the official source before any decision. The **Sources** section, at the end of the book, says where each number comes from, gives the law and the article behind each claim and points to where you can check the current version.

Tell **law** apart from **market custom**: commission, the split with the brokerage, mortgage down payments, insurance and condo fees are practice and appear here as a range, not as a rule.

Obtaining a Florida license and **being legally authorized to work in the United States** are two separate things. Immigration questions are for an immigration attorney only. This book explains the difference; it does not solve anyone's visa.

Dollar amounts are calculation examples, not a promise of return.

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A letter to you, who are already an agent

If you are reading this, you have probably already sold a property. You have already waited on a signature, already lost a commission to a colleague, already heard "I'll think about it" forty times in a single week. You know the profession. So let me tell you the most useful thing I learned when I crossed the border: **it is not the same job with a different accent. It is a different profession.**

I arrived thinking it was. I thought selling a house was selling a house, that the hard part would be the English and the rest would come along with it. It took me a good few months to understand that almost everything that made me feel secure in Brazil — the network of contacts, the way of showing a property, the way of closing, even the habit of settling things on WhatsApp — either didn't work or put me at risk of a fine and a license suspension.

It isn't that one system is better than the other. They are different designs. The American market was built on three things Brazilians find strange: **everything in writing, everything with a deadline, everything public**. That makes the work more predictable and far less improvised. It also makes mistakes more expensive: there, a missed deadline isn't negotiated away with a bit of jeitinho — you lose money.

This book is the map I wish I had been handed. It won't teach you to pass the state exam — that is the license course, and I explain exactly how it works in chapter two. It teaches you what the exam *doesn't* test: how the Florida market really works from the inside,

where it is the opposite of Brazil, and what changes in your head as a salesperson when you cross over.

I wrote it for the agent who is in Brazil today and looks at Florida with a mix of desire and doubt. If you are that agent, I want you to finish these pages knowing three things: the path exists, it is longer than the ads promise, and it is perfectly possible for those who study.

Enjoy the read. And write down your questions — they will be useful in the certification.

Maqueli Gewehr

ORLANDO, FLORIDA · SEPTEMBER 2026

How to use this book

There are twelve chapters, and each one always follows the same structure, on purpose: it is the same as a course module, so you can get used to the study rhythm of the certification. There are four parts.

1. **Opening** — the chapter number and the list of what comes in it. Read that list first; it is the index of your memory.
2. **The text** — the explanation, always comparing Brazil and Florida side by side, with attention boxes and vocabulary boxes. The terms in English appear in italics and are all gathered in the glossary at the end of the book.
3. **The infographic** — a full page that sums up the chapter in visual form. It is the page you will want to review before the exam, and the one that works best for explaining to a client.
4. **In summary** — the points you need to take from the chapter, numbered. If you only have ten minutes, read the opening and this page. It is also the best basis for answering the certification's module tests.

One reading recommendation: don't skip the law chapters. I know the part on contracts, deadlines and taxes is the least appealing. It is also what separates the agent who lasts from the agent who gets a reprimand in the first year.

And a request for honesty, which I will repeat a few times: when you don't know, say you don't know and go find out. In Florida, "I'll confirm and get back to you today" is a professional answer. Guessing is a violation.

Two professions with the *same name*

Why a Brazilian “corretor” and a real estate agent are not the same job

IN THIS CHAPTER

- What the law calls an agent in each country
- Florida's three license levels
- Why nobody works alone there
- Realtor is not a synonym for agent
- How you get paid and how you get taxed
- The difference between holding a license and being able to work

The first thing that confuses the Brazilian agent who looks at Florida is a translation problem. When someone says *real estate agent*, the dictionary returns "corretor de imóveis." It looks like the same profession. It is not. The name is the same, the day-to-day work even looks alike, but the legal design behind it is completely different — and that difference explains almost everything in the next chapters.

In Brazil, the profession is regulated by Lei 6.530 of 1978, whose Article 2 reserves the practice to people holding the title of **Técnico em Transações Imobiliárias** (real estate transactions technician) and registered with the regional council — and COFECI, the federal council, also accepts the college degrees in the field, the associate-level degree in Real Estate Business and the bachelor's in Real Estate Sciences. You take the course, register with the CRECI of your state and, from that point on, **you are a fully independent professional**. You can build your own book of clients, advertise in your own name, serve clients directly, collect the commission from the client and work alone for the rest of your career, answering to no one but the council. The brokerage, when there is one, is your choice — a business partnership, not a requirement of the law.

In Florida, that is impossible.

You are licensed, but you are not independent

The state of Florida issues real estate licenses through the DBPR — the *Department of Business and Professional Regulation* — and the rules of the profession are written and enforced by the FREC, the *Florida Real Estate Commission*. The body of law that governs all of this is Chapter 475 of the *Florida Statutes*. That is where the answer to nearly any "can I or can't I" question comes from.

There are three license levels, and the difference between them is not one of status. It is one of legal power:

THE THREE LICENSE LEVELS

Sales associate — the entry-level license. Can list properties, represent buyer and seller, negotiate, write offers and run the entire deal. Cannot work on their own: the license only works when registered under a *broker*.

Broker associate — has already met the *broker* requirements but chose to keep working under another brokerage. Has the knowledge, not the responsibility of command.

Broker — the legally responsible party. Opens the brokerage, answers for the licensees registered under them and answers to the FREC when someone on the team makes a mistake. When holding other people's money, the broker is the one who keeps the custody account, the *escrow account* — but a brokerage that holds no one's funds does not need one: in most deals the deposit sits with the *title company* or with an attorney.

Notice what this means in practice: **in Florida, the newly licensed agent does not exist alone**. The moment you pass the exam, your license is inactive. It is only activated when a *broker* accepts you and

registers your affiliation with the DBPR. If that *broker* lets you go tomorrow, your license goes back to inactive that same day. You are still licensed; you cannot work.

THE MISTAKE THAT COSTS DEARLY

Money follows the same logic, and it is written into the law. Section 475.42 of the *Florida Statutes* says the *sales associate* **may not receive any money connected to a real estate transaction except in the name of their employer and with the employer's express consent**. No client paying you directly, no splitting a commission with a friendly agent on the side, no taking a "thank-you" from a builder without going through the *broker*. In Brazil, that is routine in a lot of places. In Florida it is a license law violation, with fines and suspension.

Realtor does not mean agent

Another common confusion, and worth clearing up right away because it shows up on the exam: *Realtor®* is not the translation of "corretor." It is a registered trademark. It means that professional is a **member of the NAR**, the *National Association of Realtors*, and has agreed to follow the association's code of ethics, which is stricter than state law on several points.

You can be licensed in Florida without ever being a *Realtor*. In practice, almost nobody does it: access to the MLS — the listing system you will meet in Chapter 3 — usually comes bundled with membership in the local association. So the arithmetic is this: the license comes from the state and gives you the right to work; the association comes from the private sector and gives you the tools and the access.

How you get paid (and why it changes everything)

Here is the difference that catches the Brazilian agent most off guard. Barring a rare exception, the agent in Florida is an *independent contractor*. Not an employee of the brokerage. No salary, no vacation, no thirteenth-month pay, no employer-paid health plan, no tax withheld at the source.

Instead, you agree with the brokerage on a **commission split**. It starts at 70/30 on your first transactions, moves to 80/20 and settles at **90/10 in your favor** — 90% to you, 10% to the brokerage. This is not an informal arrangement: Section 3508 of the U.S. tax code treats the licensed agent as a ***statutory nonemployee***, as long as pay is based on production and a written contract says the agent is not an employee. At the end of the year, the brokerage issues a 1099 form telling the government how much it paid you, and **you** are responsible for federal income tax and for the *self-employment tax*, which funds American retirement and public health coverage. Nobody sets that money aside for you.

SET MONEY ASIDE FROM THE FIRST COMMISSION

An experienced agent in Florida puts 25% to 30% of every commission received into an account they never touch, for taxes. Whoever doesn't do this finds out what they owe in April of the following year, with interest. It is not optional, and there is no friendly payment plan.

The word "exclusivity" carries a different weight

In Brazil, exclusivity is a preference: nice when you can get it, dispensable when the client resists. Plenty of properties are on the market with five agents at once, each with a different photo and a slightly different price, and whoever gets there first wins.

In Florida, the default is the opposite. The seller signs a *listing agreement* with **one** brokerage, for a set period. That brokerage owns the listing, puts the property in the MLS and, from then on, every other agent in the market can bring a buyer — in an organized way, with rules for access, showings and offers. Nobody competes by advertising the same property: everyone collaborates inside a single listing.

It is an important inversion. In Brazil, your value often lies in **having the property**. In Florida, your value lies in **representing the person**.

IN BRAZIL	IN FLORIDA
State CRECI, independent professional from day one	DBPR license, necessarily tied to a *broker*
Can collect commission directly from the client	Can only be paid by the brokerage itself
Employment can be CLT (formal employee) or independent	Almost always *independent contractor*, with a 1099 and self-paid taxes
Exclusivity is the exception	Exclusive contract is the market default
Several agents advertise the same property	One listing, one brokerage, cooperation among all

Holding the license and being able to work are separate things

I end the chapter with the part nobody likes to hear, and that I would rather tell you on page ten than have you find out after spending money.

Florida **does not require U.S. citizenship or residency** to issue a real estate license. A Brazilian living in Brazil can, in theory, take the course, pass the exam and obtain the state license.

Obtaining the license, however, does not create the right to work in the United States. Practicing the profession and collecting a commission is paid activity, and paid activity depends on your immigration status — which is a federal matter, not a state one, and has nothing to do with the FREC. A tourist on a B1/B2 visa does not work. Period.

SEPARATE THE TWO QUESTIONS

"Can I get the license?" and "can I work with it?" have different answers coming from different places. The first is up to the DBPR. The second is up to an immigration attorney. Anyone who sells you the two together, as if they were one, is simplifying something that will cost you dearly. In Chapter 2 I lay out the whole path, honestly.

INFOGRAPHIC

The same word, two different jobs

What changes between being an agent in Brazil and being licensed in Florida — from the hierarchy to the paycheck.

BRAZIL	FLORIDA
Agent with a CRECI Fully independent from day one	**Sales associate** Entry level · never acts alone
Brokerage Optional partnership, a business choice	**Broker associate** Qualified, but under another brokerage
Technical manager Required for the legal entity	**Broker** Opens a brokerage · answers for the team · holds the escrow

WHAT APPLIES IN BRAZIL	WHAT APPLIES IN FLORIDA
WHO PAYS YOU Client, brokerage or builder	**WHO PAYS YOU** Only your own brokerage, never the client
AFFILIATION CLT or independent, by choice	**AFFILIATION** Independent contractor · 1099 form
TAXES Depends on the affiliation	**TAXES** Yours alone · set aside 25% to 30%
LISTING In the agent's name, several per property	**LISTING** One listing per property, in the brokerage's name

The golden rule: in Brazil the agent is the company; in Florida the agent is a licensed professional who operates inside a company. All of Chapter 475 grows out of that.

LEI 6.530/1978, ARTS. 2 AND 3 (BRAZIL) · FLORIDA STATUTES 475.01, 475.42 AND 26 U.S.C. §3508 (U.S.) · SEPTEMBER 2026

In *summary*

01 **"Corretor" and *real estate agent* are not the same job.** The name translates; the legal design does not.

02 In Brazil, the CRECI makes you **fully independent** from day one, free to act and get paid on your own.

03 In Florida, the **DBPR** issues the license and the **FREC** writes the rules, under Chapter 475 of the *Florida Statutes*.

04 Three levels: ***sales associate***, ***broker associate*** and ***broker***. Only the *broker* opens a brokerage and holds others' money.

05 **Nobody works alone.** With no registered *broker*, your license stays inactive — even in good standing.

06 You can **only be paid by your brokerage**. Taking money from the client or splitting commission on the side is a violation.

07 ***Realtor*** does not mean agent: it means joining the NAR and its code of ethics. The license is required; membership isn't.

08 The agent is an ***independent contractor***: no salary, no withholding, a 1099 at year-end and taxes on your own.

09 **Exclusivity is the default there.** One listing per property, one brokerage that owns it and cooperation from the whole market on top of it.

10 **Having a license ≠ being able to work.** The license is a state matter; work authorization is a federal immigration matter.

> *One sentence to keep: in Florida the license comes from the state, but the right to use it is in your broker's hands.*

The Florida license, *step by step*

The five steps, the real costs and the gate nobody talks about

IN THIS CHAPTER

- The real entry requirements
- The 63-hour course and the school exam
- The application to the DBPR and fingerprints
- The state exam and the passing score
- Why the license is issued inactive
- What your CRECI does not carry over

The path to the Florida license is short and well documented. Anyone can understand it in ten minutes. What makes the subject confusing is that many people mix up two different questions — "what are the steps?" and "can I actually complete all of them?" — and sell the first as if it answered the second. Let's separate them.

The five steps

One — meet the entry requirements. Be 18 or older, have finished high school or the equivalent, and present a **U.S. Social Security Number**, the SSN. Florida does not require U.S. citizenship and does not require residency in the state. It requires the SSN: Section 455.213 of the *Florida Statutes* says the license application "must include the applicant's Social Security number," and **the ITIN is not accepted in its place**. I come back to this point at the end of the chapter, because it is the real gate.

Two — take the 63-hour course, called *FREC Course I*, at a state-approved school. It is offered in person and online, and online is accepted without issue. At the end, you take the school's own exam: 100 questions, passing at 70%. That exam is not the state exam; it is the key that unlocks the right to schedule the state exam. The course certificate is valid for two years.

Three — apply for the license with the DBPR using form *RE 1* and pay the application fee of **US$ 83.75**. In the same period you get your electronic fingerprints — the *Livescan* — from an accredited vendor, using the department's ORI number, FL920010Z. It costs between US$ 50 and US$ 80 depending on the vendor. The prints go off for a background check.

Four — pass the state exam, administered by Pearson VUE. It is 100 multiple-choice questions, three and a half hours, and the passing score is **75 correct out of 100**. The fee is **US$ 36.75** per attempt and there is no limit on attempts — each one is paid for again. It covers license law, contracts, appraisal, financing, real estate math and federal rules.

Five — activate the license with a *broker*. This is the step the Brazilian agent doesn't see coming, and it is the most important one in the chapter.

> **THE LICENSE IS ISSUED INACTIVE**
>
> You pass the exam and receive the license. It arrives **inactive**. It is not a punishment or red tape: it is how the law is designed. Without a *broker* who accepts you and registers your affiliation with the DBPR, you hold a valid license with which you cannot do absolutely anything — you cannot list, you cannot show, you cannot get paid. Finding a brokerage is not the step after the license. It is part of it.

After the license, the clock keeps running

Two deadlines that trip people up every year:

The **post-licensing course** is 45 hours for the *sales associate* — 60 for those who start out as a *broker* — and must be completed **before the first renewal**, which falls between 18 and 24 months later, depending on when you were licensed. Section 475.17(2) does not mince words: the license of anyone who fails to comply is **deemed null** (*null and void*), and the only way out is to retake the 63-hour course and the state exam from scratch. It is the costliest mistake of the first year of a career.

After that comes **continuing education**: 14 hours every two years, split by Rule 61J2-3.009 into **3 hours of law, 3 of ethics and professional practice and 8 of specialization**. That part is routine and nobody misses it.

WHAT IT COSTS, ALL ADDED UP

63-hour course, between US$ 100 and US$ 500 depending on the school · DBPR fee, US$ 83.75 · fingerprints, US$ 50 to US$ 80 · state exam, US$ 36.75 per attempt. By Florida Realtors' own math, the initial cash outlay is between **US$ 270 and US$ 665**. Then come the costs of operating: association and MLS membership and errors and omissions insurance. Add US$ 1,000 to US$ 2,500 for the first year, and plan for six months without commission — the cycle of a sale, from first contact to payment, is rarely short.

What your CRECI carries over

Almost nothing — but it is not "nothing," and the difference matters to anyone with miles behind them. Florida has mutual recognition agreements with a handful of other U.S. states, which allow a shortened exam. **There is no agreement with Brazil**, nor with

COFECI, nor with any foreign council: years of CRECI do not waive one hour of the 63-hour course or one question of the state exam.

What exists is a door further down the road. To apply for the ***broker*** license — the level that opens a brokerage — Florida requires experience, and Section 475.17(2)(b) accepts, among the ways to meet it, having held a **valid real estate license for at least 24 months within the past 5 years in a foreign jurisdiction**. An active, documented CRECI can therefore count as experience at that stage.

> **DON'T CONFUSE THE TWO**
>
> This does **not** shorten the entry path. You still take the course, the exam and the affiliation with a brokerage like everyone else. The CRECI may count later, when you apply for the *broker* license, and even then it depends on the DBPR's document review and on meeting everything else — including the *broker* course. Confirm your situation with the department before counting on it.

From a practical standpoint, though, your experience carries over plenty: reading clients, negotiating, resilience, tolerance for "no," prospecting discipline. It is what this book calls the market, and it is what the state exam does not measure.

IN BRAZIL	IN FLORIDA
Real estate transactions technician course	63 hours of *FREC Course I*
Registration with the state CRECI	DBPR license, activated by a *broker*
No unified state exam	Pearson VUE exam, 100 questions, 75% passing score
No federal refresher requirement	45 hrs post-licensing + 14 hrs every 2 years
Works immediately after registration	License is issued inactive until the affiliation is registered

The gate nobody talks about

Now the honest part, and you deserve to hear it before spending money.

The SSN is not a number you request online. It is issued by the U.S. Social Security Administration to people with citizenship, permanent residency or **an immigration status that authorizes work**. The ITIN — the taxpayer number the Brazilian investor gets to report tax on rental income — **does not replace the SSN** in this application. That is why, in practice, the Florida license is not one click away for someone living in Brazil on a tourist visa.

That doesn't close the door. It changes the order of things. The realistic path usually goes: first you settle your immigration situation, with an immigration attorney; with that settled comes the SSN; with the SSN, the course, the exam and the license. Whoever reverses this order pays for the course and gets stuck at step three.

WHERE THE CERTIFICATION COMES IN

It is precisely because of this mismatch that the **Maqueli Florida · HousInvest Certification** exists. It does not issue a state license — no private institution does, not even in the United States. What it does is what the waiting time allows: train you in the real Florida market, in the vocabulary, the contracts, the math and the client's behavior, with a diploma that proves that training. When your SSN arrives, you don't start from zero: you already understand the market and only need the law portion of the exam. Whoever studies during the wait arrives ready. Whoever waits only waits.

From enrollment to the first commission

Five steps, their cost, and two deadlines that void a license.

1. **Entry requirements**
   18 years old · high school · U.S. SSN — ITIN not accepted
   NO CITIZENSHIP REQUIRED

2. **63-hour course (FREC Course I)**
   Approved school, in person or online · school exam at 70%
   US$ 100 TO 500 · CERTIFICATE VALID 2 YEARS

3. **DBPR application + fingerprints**
   Form RE 1 and Livescan under ORI FL920010Z
   US$ 83.75 + US$ 50 TO 80

4. **State exam (Pearson VUE)**
   100 questions · 3 hr 30 min · passing at 75 correct · unlimited attempts
   US$ 36.75 PER ATTEMPT

5. **Activation with a broker**
   The license arrives inactive; it works once affiliated
   NO BROKER, NO WORK

63-hour course	**US$ 100 – 500**
DBPR fee (RE 1)	**US$ 83.75**
Fingerprints · Livescan	**US$ 50 – 80**
State exam, per attempt	**US$ 36.75**
Cash needed to reach the license	**US$ 270 – 665**

45 h
Post-licensing before renewal (60 h for broker). Missed? License voided.

3+3+8
14 hours of continuing education every 2 years: law, ethics, specialization.

FLORIDA STATUTES 455.213, 475.17 · RULE 61J2-3.009 · DBPR · FLORIDA REALTORS, SEPTEMBER 2026

In *summary*

01 There are **five steps**: requirements, 63-hour course, DBPR application, state exam and activation with a *broker*.

02 Entry: **18 years old, high school and an SSN**. Neither citizenship nor residency in Florida is required.

03 **The ITIN does not replace the SSN** — the requirement is in Section 455.213 of the *Florida Statutes* and has no exception.

04 The ***FREC Course I*** is 63 hours, valid for two years, and ends with a school exam, passing at 70%.

05 The **state exam** is from Pearson VUE: 100 questions, 3 hr 30 min, passing at **75 correct**, unlimited attempts at US$ 36.75.

06 **The license is issued inactive.** Finding a brokerage is not the next step: it is part of the licensing process.

07 **45 hours of post-licensing** before the first renewal (60 for *broker*). Miss the deadline and the license is voided and you start over from zero.

08 After that, **14 hours of continuing education every two years**: 3 of law, 3 of ethics and 8 of specialization.

09 **The CRECI doesn't shorten the entry path:** without reciprocity, the course and the exam are mandatory all the same.

10 But a real estate license held abroad for **24 months within the past 5 years** can count as **experience** to apply for the *broker* license (Sec. 475.17(2)(b)).

11 Cash needed up to the license runs between **US$ 270 and US$ 665**; the full first year calls for US$ 1,000 to US$ 2,500 and months without commission.

> *The 63-hour course is the easy stretch of the road. The SSN is the stretch that sets the timeline — so it is the first thing to solve, not the last.*

The MLS, the engine *Brazil doesn't have*

Why a single database reorganizes the entire market

IN THIS CHAPTER

- What the MLS is and who gets in
- The exclusive listing and cooperation
- The data that is public there and secret here
- The statuses of a listing
- Days on market and price history
- Why your sales pitch changes

If I could explain the American market in a single word, it would be this one: MLS. It is the piece that, by itself, explains why selling there is less improvised, why the agent doesn't need to hide information and why the conversation with the client happens at another level.

Multiple Listing Service is a cooperative database maintained by agent associations. It is **not national**: each region has its own, and in Florida the agent often has access to more than one. Access comes with membership in the local association, costs a few hundred dollars a year and is for licensees only. It is where the overwhelming majority of properties for sale are entered, under rules on deadlines, content and conduct that everyone has signed.

One listing, one owner, the whole market at work

The cycle begins with the *listing agreement*: the contract between the seller and **one** brokerage, with a term, an asking price and conditions. From the moment it is signed, that brokerage is responsible for the listing — who photographs, who writes the description, who manages showings, who presents offers.

Instead of becoming a monopoly, it becomes the opposite. The property goes into the MLS and is available to **every agent in the region** to bring buyers. The one who lists is the *listing agent*, the one who brings the buyer is the *buyer's agent*, and the two work opposite sides of the same table under clear rules.

Compare that with Brazil. There, five agents advertising the same property is normal — each with a worse photo, a different text and sometimes a different price. The buyer doesn't know whom to trust, the seller loses control of their own narrative, and the agent spends

half their energy defending territory instead of selling. A property that shows up five times at different prices is born devalued, because the market reads that as desperation.

THE INVERSION OF VALUE

In Brazil, a good part of the agent's value lies in **having the property** in the portfolio. In Florida, since everyone sees everything, having is worth nothing — everyone has. The value lies in **representing the person well**: knowing how to read the data, price, negotiate, meet deadlines. It is a consulting profession, not one of owning inventory.

What is public there and secret here

Here is the difference that shocks the Brazilian agent most. In the MLS, for each property you see:

- the **final sale price** of everything that has sold in the region, with the date;
- the **price history** of the current listing, with each reduction and when it was made;
- the **days on market**, the *DOM*, which count how long the property has been for sale;
- taxes, official square footage, year built, condo fee, how many times it has changed owners;
- whether it has been on and off the market before, and how many times.

In Brazil, a closed sale price is backstage information. You find it out through relationships, and the market moves in the dark. In Florida, the agent with two years of experience and the one with twenty look at exactly the same numbers.

This doesn't diminish your role — it changes it. You stop being the owner of the information and become **its translator**. Any client can open Zillow; almost none know that two houses at the same price on the same street can be ten years apart on the roof, have insurance that costs double and a condo fee about to go up.

The statuses of a listing

Worth memorizing, because it shows up on the exam and because it is the everyday language:

THE FIVE STATUSES YOU WILL USE

Active — for sale, accepting offers. ***Pending*** — has an accepted contract and the contingencies have cleared; the deal is on its way to closing. ***Active under contract*** or ***contingent*** — has an accepted contract, but still depends on something: inspection, financing, appraisal or the sale of the buyer's property. ***Sold*** — closed and recorded, with the real price visible. ***Withdrawn*** and ***expired*** — off the market by the seller's decision or because the contract term ran out.

MLS deadlines are taken seriously: there is usually a short window, one to two business days, to enter a new property or to change the status after an accepted contract. Missing it brings a fine — and the fine goes to the brokerage, which means your *broker* will know.

WHAT YOU DON'T DO IN THE MLS

Advertise a property without a signed contract with the seller. Leave the wrong status after accepting an offer. Put personal contact details in the public description field. Use a photo with a person in it, with another brokerage's sign or with a composite that doesn't match the property. All of this violates MLS rules — and several are also violations of license law.

Days on market tell a story

The DOM is the number the Brazilian agent underestimates most. In the United States, it is read as a signal. A property with seven days on market creates urgency; the same property at one hundred twenty days and two price reductions raises a question: what is wrong here?

That is why, in Florida, **coming in at the wrong price is truly expensive**. In Brazil, when a property doesn't sell, you put it on another portal and the clock seems to reset. There it doesn't reset: the history stays, and pulling the listing to relist it later is usually visible and frowned upon.

It is the reason the American agent invests so much time in the CMA — the comparative market analysis — **before** listing. It is not fussiness. It is that the first week of a listing is the property's most valuable asset, and it doesn't come back.

SIDE BY SIDE

IN BRAZIL	IN FLORIDA
Several agents, several listings of the same property	One *listing*, one brokerage, cooperation among all
Final sale price is private information	Final price is public in the MLS, with the date
Days on market stay invisible	*DOM* and the history of reductions are in plain view
A listing can “restart” by switching portals	The history follows the property and is never erased
Agent’s value: having the property	Agent’s value: representing and translating data

INFOGRAPHIC

The life of a property inside the MLS

The path of a listing, the data visible to everyone and what the Brazilian agent never had in hand.

ACTIVE
For sale, receiving offers and showings

CONTINGENT
Offer accepted, still depending on inspection, appraisal or credit

PENDING
Contingencies cleared, heading to closing

SOLD
Closed and recorded, with the real price in plain view

Off the line: **withdrawn**, when the seller takes it off the market, and **expired**, when the listing term runs out. Both remain in the property's history.

WHAT YOU SEE IN BRAZIL	WHAT YOU SEE IN THE MLS
PRICE Today's asking price, on each portal	**PRICE** Asking, history of reductions and the closed price of everything that sold nearby
TIME No way to know how long it has been for sale	**TIME** Days on market counted, and how many times it has been on and off
PROPERTY Square footage and description supplied by the advertiser	**PROPERTY** Official square footage, year, taxes, condo fee, previous owners

The practical consequence: since the price is public, the conversation stops being about privileged information and becomes about interpretation. Your edge is not what you know and the client doesn't — it is what you understand and they don't.

MLS RULES OF FLORIDA ASSOCIATIONS · NAR · PRACTICES IN FORCE AS OF SEPTEMBER 2026

In *summary*

01 The **MLS** is a cooperative database run by the associations, **regional and for licensees only**.

02 It all starts with the ***listing agreement***: one contract, one responsible brokerage, a set term and price.

03 One listing, **cooperation from the whole market**: the one who lists is the *listing agent*, the one who brings the buyer is the *buyer's agent*.

04 **Final sale price is public** in the MLS, with the date — in Brazil it is backstage information.

05 **Days on market** and each price reduction stay visible and follow the property; switching portals doesn't reset the clock.

06 The statuses: ***active***, ***contingent***, ***pending***, ***sold***, ***withdrawn*** and ***expired***.

07 **MLS deadlines carry fines**: generally one to two business days to enter a property or change its status.

08 Advertising without a signed contract, a wrong status or personal contact details in the description are **violations**.

09 Since everyone sees the same data, the agent's value shifts from **having the property** to **translating the numbers**.

10 That is why the **CMA** comes before listing: the first week of a listing is the property's most valuable asset.

> *The MLS is not an ad portal. It is a collective contract of transparency — and it is what makes the American market predictable.*

Commission: who pays and *what changed*

The 2024 rule that turned the American market upside down

IN THIS CHAPTER

- How commission works in both countries
- The NAR settlement and the date that changed everything
- The mandatory contract with the buyer
- The split with your brokerage
- The route the money takes to your account
- Why a commission schedule is illegal there

Every conversation about a career in Florida ends up here: how much you earn and who pays. The answer changed in August 2024, and a lot of material circulating in Portuguese still repeats the old model. Let's get to what holds today.

In Brazil, market custom revolves around 6% on urban property, the amount comes from the seller and the right to collect it arises when the agent brings the parties together and the deal is completed — it is in the Código Civil (Civil Code), Articles 722 to 729. When two agents split, it is by agreement between them, case by case.

One caution, because a lot of older material still gets this wrong: **the CRECIs' fee schedules are no longer mandatory**. On March 14, 2018, CADE (Brazil's antitrust authority) approved an agreement with COFECI and the regional councils that revoked all schedules with minimum and maximum brokerage values and required the system to set up a competition compliance program. What remains is **for reference only**, and the percentage is freely negotiated. In other words: on this specific point, Brazil and Florida arrived at the same place by different roads.

In Florida, three things have always been different. The first: **commission is always negotiable, by law**. No association may suggest a percentage; agreeing on price among competitors is an antitrust violation, with serious consequences. The second: the commission is **not paid to the agent**, but to the brokerages, at closing, by the company that conducts the *closing*. The third: what reaches you is what is left after the *split* agreed with your brokerage.

The NAR settlement and the date that separated two worlds

Until 2024, the seller hired the brokerage that listed the property and, in the MLS itself, that brokerage published how much it would pay the agent who brought the buyer. It was practical, it was visible and, in practice, it had become a market standard — which earned the NAR a billion-dollar lawsuit and a settlement.

Since **August 17, 2024**, two new rules apply:

> **THE TWO RULES YOU NEED TO KNOW BY HEART**
>
> **One — no commission offers inside the MLS.** No field, no public or private note may state how much the buyer's side will receive.
> **Two — a written contract with the buyer before accompanying them on a showing**, stating exactly how much that agent will receive.

Under the first, the seller may still offer payment to the buyer's side; the negotiation just doesn't happen inside the MLS.

Under the second, the amount must be fixed or a set percentage — "US$ 9,000" or "2.5%." Ranges like "between 2% and 3%" don't count, and the agent cannot receive more than what is written there, no matter where the money comes from. The rule even reaches a live-streamed guided tour over video.

Note the expression **working with**: it is the limit of the rule, and the NAR itself points to two situations that fall outside it. Someone who walks into an *open house* alone signs nothing for it. And neither does someone who tours accompanied by the agent who represents **the seller** — because there the professional is serving the other side.

The obligation arises when you start providing service to the buyer: selecting properties, scheduling showings, guiding the offer. For the Brazilian agent, the second rule is the strangest. In Brazil you show a property to anyone who calls. In Florida, showing without a signed contract became, at once, a risk of not getting paid and a compliance problem with your *broker*.

In practice, the money keeps coming from similar places: the seller offers a **concession** that covers the buyer's side, the listing agent negotiates it outside the MLS, or the buyer pays the difference. What ended was the automatism. Today the buyer's agent has to **explain and defend their own value** before working, and that professionalized the market — after scaring everyone for a good few months.

New construction is a different calculation

On pre-construction property, the one who pays is the **builder**, at the percentage published in its program for agents. The usual is **3% to 4%**, and at certain times of year — when it needs to move inventory and market sales volume falls — it reaches **6%**. It is a seasonal campaign, as in Brazil, only in writing and the same for every agent. And there is a trap that costs dearly: almost every builder only pays whoever **registers the buyer on the first visit** — a client who walked into the sales center alone usually can't be taken back.

The split: the second division, the one nobody shows on Instagram

The commission that reaches your brokerage is not yet yours. What defines how much is left is the *split* agreed in the contract:

> **THE SPLIT SCALE**
>
> On your **first transactions** the division is **70/30** — 70% to you, 30% to the brokerage, which covers training, supervision and infrastructure. Once that phase is over, it moves to **80/20**. And from then on it stays at **90/10 in your favor**: 90% to you, 10% to the brokerage, with no transaction fee on top. This is the Maqueli Florida scale, and it is with the 90/10 that all the math here is done. Elsewhere in the market there are other designs — a fixed 50/50, an annual ceiling (*cap*), a fixed monthly fee (*desk fee*) — and what matters in comparing is not just the percentage, it is what comes with it.

At Maqueli Florida there is **no transaction fee** and no deduction on top of the *split*: what the 90/10 says is what goes from the brokerage to your account. Elsewhere each company charges differently — ask item by item before signing. And you are paid by **1099**: **nobody withholds tax for you**, and how much to set aside is a matter for an American accountant, not for an agent.

A referral is money too

The ***referral fee*** is a common, regulated practice: you refer a client to an agent in another city or state and receive a share of the commission, typically 25%, paid from brokerage to brokerage.

And here comes the best news of this chapter for those still in Brazil. Section 475.25 opens an **express exception**: the Florida *broker* **may pay a commission or referral fee to a broker licensed or registered under the laws of another country**, provided that foreign professional does nothing the Florida law prohibits. In other words: referring a Brazilian buyer to a Florida brokerage and being paid for it is a **legal** path, with your CRECI, without a U.S. license.

> **THE LIMIT OF THIS DOOR**
>
> The exception pays for the **referral**, not for the brokerage work: showing property, negotiating, writing an offer and serving the client in Florida still require a U.S. license.

And the payment goes from brokerage to brokerage, with a written referral contract, never from pocket to pocket. Outside that design the general rule applies again: **only a licensee receives real estate commission**, and paying "on the side" is a serious violation for both parties. Confirm with the *broker* and an accountant the form of the contract and the tax treatment of the remittance.

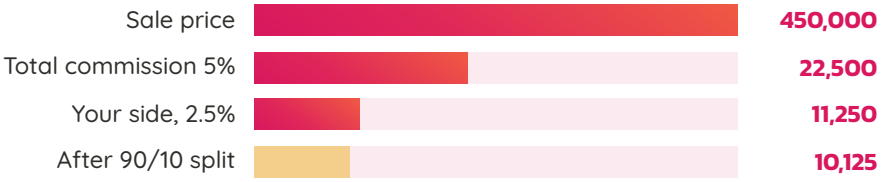
SIDE BY SIDE

IN BRAZIL	IN FLORIDA
Custom of 6%; council schedule is for reference only since the 2018 CADE agreement	Always negotiable; a schedule suggested by an association is an antitrust violation
Commission paid by the seller, by custom	Each side hires and negotiates its own
Division between agents case by case	*Split* in a contract with the brokerage — here, 90/10 in your favor
You can show a property without a contract	*Buyer broker agreement* signed before the 1st showing
Agent can be paid directly	Payment always through the brokerage, at *closing*

INFOGRAPHIC

The route the money takes to your account

A US$ 450 thousand sale, 5% total commission and a 90/10 split in your favor. Follow what is left at each stage — the percentages are an example, not a schedule: in Florida a schedule is illegal.



US$ 10,125

What goes from the brokerage to your account on this US$ 450 thousand sale: 45% of the entire commission on the deal, with no fee on top.

08/17/2024

The date commission offers came down from the MLS and the mandatory buyer contract came in.

BEFORE AUGUST 2024	AFTER AUGUST 2024
OFFER TO THE BUYER'S SIDE Published in the MLS itself	**OFFER TO THE BUYER'S SIDE** Prohibited in the MLS; negotiated outside it
BEFORE THE FIRST SHOWING A verbal agreement was enough	**BEFORE ACCOMPANYING ON A SHOWING** Signed contract, with the exact amount
WHAT THE AGENT RECEIVES Whatever the listing offered	**WHAT THE AGENT RECEIVES** Never more than the contract says

Read the math backwards: to receive US$ 60 thousand in commission in a year in this format, you need about six sales of US$ 450 thousand. It is that number — sales, not percentage — that should go into your relocation planning.

CALCULATION EXAMPLE · NAR, PRACTICE CHANGES IN FORCE SINCE 08/17/2024 · CADE, TCC WITH COFECI APPROVED ON 03/14/2018 · NOT A PROMISE OF EARNINGS

In *summary*

01 In Brazil, the **custom** is about **6%** and it comes from the seller; the right arises from the Código Civil, Articles 722 to 729.

02 **The CRECIs' schedules stopped being mandatory** in 2018, under an agreement with CADE: today they are for reference only.

03 In Florida, **commission is always negotiable**: a schedule or percentage suggested by an association is an antitrust violation.

04 Since **August 17, 2024**, it is **prohibited to publish a commission offer inside the MLS** — in any field.

05 Also since then, anyone who **works with** a buyer needs a signed ***buyer broker agreement*** before accompanying them on a showing — an *open house* alone and a tour with the seller's agent fall outside it.

06 The amount in the contract must be **objectively determined** — "2.5%" or "US$ 9,000," never a range.

07 The agent **cannot receive more** than the amount written in that contract, no matter where the money comes from.

08 On **new construction** the builder pays — **3% to 4%**, up to **6%** in a campaign — and only whoever registers the buyer on the 1st visit gets paid.

09 The commission is paid **to the brokerages**, at *closing*, and reaches you after the ***split***: 70/30 on the first transactions, 80/20 afterward and **90/10 in your favor** from then on.

10 At Maqueli Florida there is **no transaction fee** on the *split*; and **nobody withholds tax** — that is a matter for an accountant.

11 The ***referral fee*** (typically 25%) is a legitimate path, and Section 475.25 **allows paying a broker licensed abroad** — you can be paid for a referral with your CRECI.

12 That exception pays **only for the referral**: practicing brokerage in Florida still requires a U.S. license.

> *Commission in Florida is not custom, it is contract. Whoever can't explain their own value before the first showing, today, doesn't work.*

The contract and *the sacred deadlines*

FAR/BAR, the effective date, and the contingencies that protect the buyer

IN THIS CHAPTER

- How a deal closes in the two countries
- The standard form and why it exists
- The date that starts the clock
- Deposit, escrow, and the three days
- The contingencies, one by one
- Why agents don't draft contracts

If I had to point to the place where Brazilians stumble most in Florida, it would be this chapter. Not because it's hard: because it's **rigid**. The American contract doesn't forgive improvisation, and its clock won't wait for you to explain that you were traveling.

In Brazil, the path is familiar. You make an offer, often an informal one. You negotiate. You sign a purchase and sale commitment. Then comes the deed at the notary's office (*cartório de notas*) and the recording at the property registry (*cartório de imóveis*). Between one step and the next, there's a cultural elasticity: a missed deadline gets talked over, a draft gets adjusted, and the deal rarely dies over a date.

In Florida, the logic is different from the very first piece of paper. **The offer is the contract.** There is no "proposal" as an informal, intermediate document: the buyer fills out the complete contract, with price, deadlines, deposit amount, and conditions, and signs it. If the seller signs too, it's done. There is no second round of documents — there is that document.

The form everybody uses

Almost every residential deal in Florida runs on one of two standardized forms, drafted jointly by Florida Realtors and The Florida Bar — hence the nickname **FAR/BAR**. There is the standard version and the **AS IS** version, which is the one most used.

A standard form isn't bureaucracy: it's protection. It already carries, in balance, what decades of litigation have taught, and it's what lets two agents close a half-million-dollar deal without each side paying a lawyer to write clauses from scratch.

YOU FILL IT IN, YOU DON'T DRAFT IT

An agent in Florida **fills in approved forms**. Writing your own clause, drafting a contract from scratch, or giving an opinion on the legal effect of a text is *unauthorized practice of law*. It is a license violation and also a crime. When a deal calls for something the form doesn't cover, there is only one right answer: "this needs a lawyer, and I'll refer you to two."

The date that starts the clock

The most important concept in the contract is called the ***effective date***: the date when the last party signs **and delivers** the signed document to the other. It is ground zero. Every deadline in the contract is counted from it, in calendar days or business days depending on what the form says.

And the contract carries a phrase worth more than it seems: *time is of the essence*. It means that missing a date is not an administrative delay; it is breaching the contract. Missing an inspection deadline by one day can cost the buyer the right to cancel; missing the financing deadline can cost the entire deposit.

THE DEPOSIT DOESN'T GO TO THE SELLER

The *earnest money* — the buyer's good-faith deposit, typically 1% to 3% of the price — goes into a **neutral custodial account**, the *escrow*, held by the *title company*, an attorney, or the *broker*. It doesn't go to the seller and it doesn't go to the agent.

There are two different clocks, and it's worth not mixing them up. The **contract** sets when the buyer has to deliver the deposit, generally three days from the *effective date*. The **licensing law** sets what happens once the money touches your hand: rule 61J2-14.009 gives the *sales associate* **until the end of the next business day** to deliver it to the *broker*, and rule 61J2-14.008 gives the *broker* **until the end of the third business day** to deposit it. Saturdays, Sundays, and holidays don't count.

The contingencies: the buyer's exit doors

A contingency is a condition that has to be met for the deal to go forward. While it's still open, the buyer has the right to walk away — and, depending on which one it is, walk away with the deposit back. Four of them show up in almost every deal:

THE FOUR EVERYDAY CONTINGENCIES

Inspection period — the inspection deadline. In the AS IS version, it's the most powerful: within it, the buyer can cancel **for any reason** and recover the full deposit. It usually runs 7 to 15 days.

Financing — the deadline for the buyer to get formal loan approval. If the bank denies the loan within the deadline and the buyer gives proper notice, the buyer walks away with the deposit.

Appraisal — the bank's appraisal. **Careful with this one:** the standard form **does not include** an appraisal contingency. See the next box.

Title — the deadline to examine the legal status of the property. If something turns up that prevents a clean transfer, the seller has a set time to fix it or the deal unwinds.

THE CONTINGENCY ALMOST NOBODY KNOWS DOESN'T EXIST

Plenty of people repeat that an appraisal below the price kills the deal automatically. **It doesn't.** The standard FAR/BAR has no appraisal clause: what covers it is the **financing** contingency, and only to the extent that the bank refuses the loan because of the appraisal report.

In other words: if the bank approves anyway, telling the buyer to cover the difference in cash, the buyer may have no way out under the contract. And on an **all-cash** purchase there is no protection at all, because there is no loan to deny.

To have the right to cancel over a low appraisal, you have to attach the **appraisal addendum** — the *Appraisal Contingency*, one of the addenda in the FAR/BAR set itself. It's one more line in the offer, and it's what separates the agent who protects the client from the one who just fills in forms.

Notice what this architecture does: it gives the buyer clear exit windows and, once they pass, **binds both sides tightly**. But none of them is automatic: all of them depend on what is written in the signed contract and on notice given within the deadline. It's exactly the opposite of the Brazilian feeling that everything can be renegotiated until the end.

In *AS IS*, the phrase is misleading: the seller isn't obligated to fix anything — but **is obligated to disclose** relevant defects they know about that aren't visible. This isn't a technicality: it's a legal obligation, established by the Florida Supreme Court in *Johnson v. Davis* (480 So. 2d 625, 1985), and it applies even in a contract that says "as is."

The end: walk-through, and then the keys

In the days before closing, the buyer does the *final walk-through*: one last visit to check that the property is in the agreed condition and that the agreed repairs were made. It isn't a reopening of negotiations; it's a check.

And what if someone backs out after all the contingencies have expired? The contract provides for it. The deposit usually stays with the seller as *liquidated damages* — pre-agreed compensation for the loss. That's why, in Florida, nobody treats a deadline as a suggestion.

SIDE BY SIDE

IN BRAZIL	IN FLORIDA
Informal proposal, then commitment	The signed offer is the contract
Draft written case by case	Standardized FAR/BAR form
Deadlines with cultural elasticity	*Time is of the essence*: the deadline is a clause
Deposit usually goes to the seller	*Earnest money* in neutral *escrow*, with a legal deadline to deposit
Backing out settled by a termination agreement	Deposit forfeited as *liquidated damages*

INFOGRAPHIC

The 30 days of a Florida contract

From acceptance to the keys, with typical AS IS FAR/BAR deadlines. Numbers vary by deal; each one is a clause.

DAY 0
Effective date: the last party signs and delivers

DAY 3
Earnest money deposited in escrow

DAY 15
Inspection ends: cancel, get deposit back

DAY 25
Financing approval and appraisal

DAY 30
Walk-through and closing

IF THE BUYER WALKS AWAY...	...THE DEPOSIT GOES TO
WITHIN THE INSPECTION PERIOD (AS IS) For any reason, with timely notice	**BACK TO THE BUYER** In full
FINANCING DENIED ON TIME Formal bank denial. Low appraisal counts only here	**BACK TO THE BUYER** In full
TITLE PROBLEM NOT CURED Within the examination period	**BACK TO THE BUYER** In full
AFTER ALL CONTINGENCIES Regret, change of mind	**TO THE SELLER** Liquidated damages

1 – 3%
Usual range of earnest money as a share of the property price.

AS IS
Seller makes no repairs, but must disclose known relevant defects.

Time is of the essence: in Florida, missing a deadline is not a delay — it is a breach of contract. One extra day on the inspection can cost the right to cancel.

FAR/BAR RESIDENTIAL CONTRACT (AS IS) AND APPRAISAL ADDENDUM, FLORIDA REALTORS AND THE FLORIDA BAR · RULES 61J2-14.008 AND 61J2-14.009 · JOHNSON V. DAVIS, 480 SO. 2D 625 (FLA. 1985)

In *summary*

01 In Brazil there is a proposal, a commitment, a deed, and a recording. In Florida, **the signed offer is already the contract**.

02 Almost every residential deal uses the **FAR/BAR** form, usually in the **AS IS** version.

03 Agents **fill in approved forms**; drafting your own clause is unauthorized practice of law.

04 The ***effective date*** is when the last party signs **and delivers**. Every deadline counts from it.

05 ***Time is of the essence***: a deadline is not a goal, it's a clause. Missing one is breaching the contract.

06 The ***earnest money*** (1% to 3%) goes into a **neutral escrow account**: the associate delivers it to the *broker* by the end of the next business day, and the *broker* deposits it by the end of the 3rd business day.

07 Four contingencies: ***inspection***, ***financing***, ***appraisal***, and ***title*** — and **none is automatic**: they apply as written in the contract.

08 In the AS *IS* inspection, the buyer can cancel **for any reason** and recover the full deposit.

09 **AS IS** means the seller doesn't fix anything — **not** that they may hide a relevant defect they know about (*Johnson v. Davis*, 1985).

10 **Appraisal is not a standard FAR/BAR contingency:** without the appraisal addendum, only financing protects you — and nothing protects someone buying all cash.

11 Once the contingencies expire, backing out usually costs the deposit as ***liquidated damages***.

> *The Brazilian contract is a conversation that turns into paper. The Florida contract is paper that ends the conversation.*

From contract to keys, *no notary office*

Title company, escrow, title insurance, and closing day

IN THIS CHAPTER

- Why Florida has no cartório
- Who the title company is
- What title insurance covers
- Closing costs on both sides
- How to close from Brazil
- The fraud that steals the entire deposit

This is the chapter where the Brazilian agent realizes that an entire institution of our system simply **doesn't exist** on the other side. There is no notary office (*cartório de notas*) in Florida. No notary public checking signatures, no public deed drawn up by an official, no line and no fixer (*despachante*).

In Brazil, the path is: public deed at the *cartório de notas* (mandatory above the limit in article 108 of the Civil Code), payment of the ITBI (the municipal property transfer tax), recording at the property registry (*cartório de registro de imóveis*) — and only with the recording does ownership change hands. The sentence every Brazilian agent repeats, "whoever doesn't record isn't the owner," sums up the system.

Florida also requires public recording, but a private company organizes the whole thing.

The title company does what the cartório would do

The centerpiece of closing is the ***title company*** — or, in part of the state, a real estate attorney. It is neutral: it represents neither buyer nor seller. And it does four things on its own:

It searches the title. It goes to the county records and reconstructs the property's chain of ownership, looking for liens, unpaid taxes, an unreleased mortgage, a forgotten heir, unpermitted work, an easement. That report becomes the *title commitment*, which lists what has to be resolved before closing.

It holds the money. It keeps the *escrow* account with the buyer's deposit and, on the day, receives the balance and the bank's funds.

It conducts the closing. It prepares the paperwork, calculates who pays what down to the cent, and organizes the signing.

It records. It takes the deed to the *County Clerk* and pays the transfer taxes at the same time.

THE INSURANCE BRAZIL DOESN'T HAVE

Title insurance doesn't exist in our market, and it is one of the best inventions of the American system. It is a policy paid **just once**, at closing, that protects against title defects the search didn't find: a forged signature from twenty years ago, an heir who shows up later, an error in the record itself. There are two policies: the buyer's (*owner's policy*), which protects the owner, and the bank's (*lender's policy*), which protects the lender. **The bank's policy doesn't protect you** — many buyers find that out too late.

In Florida, the title insurance **base premium** is set by state rule (section 627.782 and chapter 69O-186 of the Administrative Code), so it doesn't vary from company to company. What varies is the rest: additional coverages, the reissue discount when the property was insured recently, and the closing service fees. Ask for the itemized breakdown, not just the total.

Who pays what

There is no single statewide rule here: custom changes from county to county, and everything is negotiable in the contract. The most common pattern in Florida:

- **The seller** usually pays the *documentary stamp tax* on the deed: **US$ 0.70 per US$ 100** of the price in most of the state. In **Miami-Dade**, the rate is US$ 0.60, but the county also charges a **surtax of US$ 0.45 per US$ 100**. It doesn't apply when what's being transferred is a **single-family residence** — and section 201.031 says expressly that this **includes a condo unit**, not just a detached house. In practice, most residential sales fall outside the surtax; it's paid on land, commercial, and multifamily. Add the agreed commission and any outstanding condo or association fees.
- **The buyer** usually pays the loan costs, the appraisal, the tax on the mortgage, the bank's policy, and the prorated share of the property tax.
- **The buyer's policy** is the item that varies most: in many counties the seller pays; in others, the buyer. It's written in the contract, and worth checking.

THE QUICK MATH EVERY CLIENT ASKS FOR

A useful rule of thumb, which you should always present as an estimate: the **buyer** usually spends **2% to 5%** of the price on closing costs — at the low end for cash, at the high end for financed. The **seller** usually walks away with **6% to 9%** in costs, adding up commission, stamps, and fees. The exact number exists only in the *Closing Disclosure*, the official document that details every line and that a financed buyer receives **at least three business days before** closing, as required by the federal rule known as TRID (12 CFR 1026.19(f)). Never promise firm numbers before it.

Closing from Brazil

A question every client asks: do I have to travel to sign? Almost never. There are three paths, and the agent needs to line them up **well in advance**, because all of them involve third-party deadlines:

Closing by mail, the *mail-away*: the *title company* sends the documents, the buyer signs in Brazil with a signature notarization done at a **U.S. consulate** or by an authorized notary, and returns them by courier. It's the most common — and the one that causes the most delays, because it depends on the consulate's calendar and on international delivery.

Power of attorney: the buyer appoints someone to sign for them. It has to be accepted by the *title company* **and** by the bank, which doesn't always happen — which is why you approve the text beforehand, never after.

Remote online closing, when available, with a notary by video. It depends on the company and the bank.

And the money: down payment and balance come by international wire, which opens up a conversation about exchange rates, remittance, and proof of the source of funds — the subject of Chapter 7.

THE FRAUD THAT STEALS THE ENTIRE DOWN PAYMENT

In 2025, the FBI recorded **12,368 real estate fraud complaints and US$ 275.1 million in losses** — 58% more than the year before. Brazilians are easy targets, because they're far away and used to settling everything by message. It works like this: someone hacks or imitates the *title company*'s email and, the day before closing, sends new bank details. The buyer wires the money. It disappears within hours and **doesn't come back**.

The rule, with no exceptions: **no wire instructions received by email are valid**. Before sending any amount, call the *title company* at the number **you** already had — never the one in the message — and confirm account and amount with a person. Tell your client this at the first meeting, in writing. It saves marriages and retirements.

SIDE BY SIDE

IN BRAZIL	IN FLORIDA
Notary office draws up the deed	*Title company* or attorney conducts the closing
Property registry transfers ownership	*Deed* recorded with the *County Clerk*
Clearance certificates checked case by case	Standardized *title search* and *title commitment*
No title insurance	***Title insurance***, paid once, forever
Municipal ITBI, paid by the buyer	*Doc stamps* of US$ 0.70 per US$ 100, usually paid by the seller

INFOGRAPHIC

Who does what, here and there

The same transfer of ownership, with two completely different institutional designs — and an insurance that exists on only one side.

BRAZIL	FLORIDA
WHO FORMALIZES IT Notary, at the cartório de notas	**WHO FORMALIZES IT** Title company or attorney, a private, neutral firm
WHO HOLDS THE MONEY Usually the parties themselves	**WHO HOLDS THE MONEY** Title company's escrow account
PRIOR SEARCH Certificates requested case by case	**PRIOR SEARCH** Standardized title search and title commitment
TRANSFER TAX Municipal ITBI, usually paid by the buyer	**TRANSFER TAX** Doc stamps of US$ 0.70 per US$ 100 (Miami-Dade: 0.60 + surtax)
PROTECTION AGAINST HIDDEN DEFECTS No insurance; settled in court	**PROTECTION AGAINST HIDDEN DEFECTS** Title insurance, one-time, lifetime premium

Buyer's closing costs	**2% to 5%**
Seller's cost to exit, with commission	**6% to 9%**
Closing Disclosure in a financed buyer's hands	**3 business days before**

Survival rule: no wire instructions that arrive by email are valid. Call the title company at the number you already had and confirm account and amount with a person. Money sent to a scammer doesn't come back.

CÓDIGO CIVIL ART. 108 AND LEI 6.015/1973 (BRAZIL) · FLORIDA STATUTES CH. 201 AND 627.782, 12 CFR 1026.19(F) (U.S.) · SEPTEMBER 2026

In *summary*

01 **There is no notary office in Florida.** The ***title company*** or an attorney conducts the closing.

02 It is **neutral**: it searches the title, holds the money in *escrow*, conducts the signing, and records the *deed*.

03 The ***title search*** reconstructs the chain of ownership and becomes the ***title commitment***, with what needs to be cured.

04 ***Title insurance*** is a **one-time, lifetime premium** and covers title defects the search didn't find.

05 There are two policies: the owner's and the bank's. **The bank's policy does not protect the buyer.**

06 The **base premium for title insurance is set by state rule**; the final cost still varies with coverages, reissue, and closing fees.

07 The seller usually pays the ***doc stamps***: US$ 0.70 per US$ 100; in Miami-Dade, US$ 0.60 plus a US$ 0.45 surtax that does **not** reach a single-family residence — **including a condo unit**.

08 Rule of thumb: **2% to 5%** in costs for the buyer, **6% to 9%** to exit for the seller.

09 The ***Closing Disclosure*** reaches a financed buyer **at least 3 business days before** closing.

10 You can close from Brazil by ***mail-away***, power of attorney, or remote closing — lining up deadlines well in advance.

11 **Wire fraud is the biggest closing risk:** US$ 275.1 million in losses in 2025, by FBI numbers. Always confirm bank details by a phone number you already know.

> *Without a cartório, trust in the American system lives in two places: a neutral company that conducts the closing and a policy that covers what no one saw.*

The buyer's money: *credit and currency*

Thirty years of fixed rates, the loan for foreigners, and the path of the wire

IN THIS CHAPTER

- Why American financing is different
- Pre-qualification is not pre-approval
- The foreign national loan, in practice
- What PITI is and why the payment goes up
- How the money leaves Brazil
- Why the cash offer is worth more

Financing is the subject where the Brazilian agent loses the most credibility in Florida — not for lack of technical knowledge, but for comparing two things that can't be compared. It's worth understanding the design before you talk to the client.

In Brazil, mortgage financing is expensive and short of breath. Long terms exist, but high interest rates make a payment weigh heavily on the budget. Amortization is usually SAC or Price, FGTS gets used, the down payment is around 20%, and the cap on income commitment is near 30%. Credit is a tool used with fear.

In the United States, credit for housing is public policy. The signature product is the ***30-year fixed***: thirty years, **rate locked on the day of signing**, a predictable payment until the end. It exists at scale because the American government guarantees a good share of these loans, and it has no parallel in our market. For a Brazilian, the idea of knowing today what you'll pay in 2056 is almost abstract.

Pre-qualification, pre-approval, and the difference that costs a house

There are two similar-sounding words and a chasm between them:

TWO WORDS, TWO WEIGHTS

Pre-qualification — a quick estimate, based on what the client **said** they earn and owe. It's worth almost nothing in a negotiation.
Pre-approval — the bank has reviewed documents, income, debt, and credit history and issued a letter saying how much it will lend. It's what the seller wants to see attached to the offer.

Without a *pre-approval* letter, a financed offer enters the contest at a disadvantage — and on a property with several offers in the same day, it's usually dismissed outright. The agent who doesn't send the client to talk to the *lender* **before** seeing the first house is setting up frustration for both.

The bank looks at three numbers: income compared to debts (the *debt-to-income*), the size of the down payment, and the credit score. Good rates start to appear above 740 points; below 620 the path narrows.

And what about someone with no credit history in the United States?

That's the situation of most Brazilian buyers. There is a product for it: the ***foreign national loan***. It works differently.

Instead of looking at your American credit score — which doesn't exist — the bank looks at **assets and liquidity**. It asks for Brazilian bank statements, translated proof of income, a letter from your bank manager, sometimes references. In exchange, it demands more: a down payment typically of **30% to 40%** and an interest rate above the local buyer's. The ITIN is usually accepted, and the SSN waived — unlike what happens with the license in Chapter 2.

For investors, there is also the loan based on the property's own rent — the *DSCR loan* — in which the bank evaluates whether the property's income covers the payment, without looking at the buyer's personal income.

THE PAYMENT ISN'T JUST THE LOAN

The client sees the simulation and gets excited. Then the real payment arrives, and it's bigger — because in the United States the bank charges everything together, in what's called ***PITI***: *principal* (amortization), *interest*, *taxes* (the property tax), and *insurance*. Tax and insurance go into an escrow account and the bank pays them for you.

In Florida, those last two letters weigh far more than Brazilians imagine — and they can rise from one year to the next, pushing the payment up even with a fixed rate. Whoever doesn't explain this at the first meeting will explain it later, with an irritated client.

The money leaving Brazil

The wire is a stage of its own, with its own deadline, and it has to go into the deal's schedule from the start. The usual route is a currency exchange broker or the bank, with a registered exchange contract, tax on the transaction, and proof of the **lawful origin of the funds** — documentation the American bank and the *title company* will ask for.

Three practical rules that prevent almost every problem:

- **The money must arrive in the name of the buyer.** If the property is going to a company, the money goes out to that company's account. Sending from a cousin's account because "it's faster" stalls the closing.
- **Currency means volatility, and volatility is the client's risk.** Weeks pass between the offer and the closing; the rate changes. Don't promise an amount in reais.
- **Schedule with slack.** Consulates, international couriers, account openings, and bank compliance are third-party deadlines, and none of them cares about your *closing date*.

WHY THE CASH OFFER WINS

A good share of Brazilian buyers pay cash, and that's a real advantage the agent should use. Without financing, two contingencies drop away — credit and appraisal — the closing timeline shrinks, and the risk of the deal dying plummets. On a hotly contested property, an all-cash offer with *proof of funds* attached usually beats another one that is a little higher but financed. A seller doesn't buy the biggest number: they buy the greatest certainty.

SIDE BY SIDE

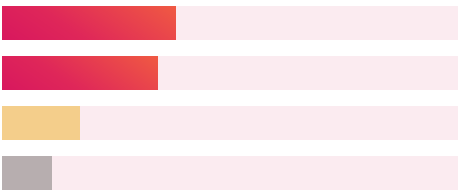
IN BRAZIL	IN FLORIDA
High rates, heavy payment, FGTS use	*30-year fixed*, rate locked for three decades
Analysis concentrated on income	Income, down payment, and *credit score* together
No specific product for foreigners	*Foreign national loan*, with 30% to 40% down
Payment covers only the loan	*PITI*: principal, interest, tax, and insurance
No international wire stage	Currency exchange, proof of origin, and bank deadlines

INFOGRAPHIC

Two paths to financing

The local buyer and the foreign buyer ask for the same loan on different terms — and the American payment carries four items, not one.

BUYER WITH U.S. HISTORY	FOREIGN BUYER
USUAL DOWN PAYMENT From 3% to 20% depending on the product	**USUAL DOWN PAYMENT** 30% to 40% of the property value
WHAT THE BANK ANALYZES Credit score, income, and debts	**WHAT THE BANK ANALYZES** Assets, liquidity, and home-country bank statements
TAX ID SSN	**TAX ID** ITIN is usually enough
RATE The market rate, best above 740 points	**RATE** Above the market rate, for the added risk



Illustrative breakdown of a PITI payment in Florida. Tax and insurance are reviewed every year: the payment rises even with a fixed rate.

Why cash wins: without financing, the credit and appraisal contingencies drop away, the timeline shrinks, and the risk disappears. A seller doesn't choose the biggest number — they choose the greatest certainty.

U.S. RESIDENTIAL LENDING PRACTICES · USUAL FOREIGN NATIONAL LOAN TERMS · SEPTEMBER 2026 · EXAMPLE, NOT AN OFFER

In *summary*

01 The signature American product is the ***30-year fixed***: thirty years with the **rate locked at signing**.

02 ***Pre-qualification*** is an estimate; ***pre-approval*** is a letter from the bank — and it's the one you attach to the offer.

03 The bank looks at three things: ***debt-to-income***, the size of the down payment, and the ***credit score*** (good above 740).

04 Without an American history, there is the ***foreign national loan***: **30% to 40% down** and a higher rate.

05 In this product the bank analyzes **assets and liquidity**, and the **ITIN is usually enough** in place of the SSN.

06 For investors there is the ***DSCR loan***, evaluated by the rental income of the property itself.

07 The American payment is ***PITI***: principal, interest, **property tax and insurance** — and the last two rise on their own.

08 The **wire is a stage with its own deadline**: exchange contract, tax, and proof of the origin of funds.

09 **The money must go out in the name of the buyer.** A third party's account stalls the closing.

10 **Don't promise an amount in reais**: between the offer and the *closing* the exchange rate changes, and the risk is the client's.

11 An **all-cash offer with *proof of funds*** often beats a higher but financed one.

> *Fixed rates for thirty years are the American market's greatest gift. The payment that carries tax and insurance is the fine print nobody translates for the client.*

The cost of owning: *tax, insurance, and fees*

Why Florida's monthly bill surprises people who only looked at the price

IN THIS CHAPTER

- How property tax is calculated
- Homestead and why foreigners don't get it
- Insurance in Florida, the expensive chapter
- HOA, condo, and CDD
- Condo law after Surfside
- The monthly bill on a US$ 400 thousand house

The Brazilian client arrives delighted with the price. A three-bedroom house in Orlando for US$ 420 thousand looks cheap next to what he sees in São Paulo or Balneário Camboriú. Then he gets the first annual bill and calls you, hurt.

It's not a trap. It's that in Florida the cost lies more in **owning** than in **buying**, and the agent who doesn't anticipate that bill turns a happy client into a suspicious one. This chapter is the one that protects you most from complaints.

Property tax

The *property tax* is annual and comes out of two separate calculations, made by different people. The **assessed value** belongs to the *County Property Appraiser*, who also decides who qualifies for an exemption. The **rates** — the *millage rates* — belong to **each body that levies**: the county, the city where there is one, the school district, and other districts. The tax bill adds them all up, plus charges that aren't proportional to value, such as the CDD. In practice, most properties in Florida land between **1% and 2% of value per year** — on a US$ 420 thousand house, that's US$ 4 to 8 thousand a year.

The bill arrives in November and there is a discount for paying early, on the scale set by section 197.162: **4% in November, 3% in December, 2% in January, 1% in February, and nothing in March**. It's free money for those who know.

HOMESTEAD: THE BENEFIT FOREIGNERS DON'T GET

Whoever uses the property as their **permanent primary residence** applies for the ***homestead exemption***: it takes US$ 25 thousand off the calculation base, plus a second tranche on the band between US$ 50 and 75 thousand, which doesn't apply to school tax. That second tranche used to be fixed at US$ 25 thousand; since Amendment 5 to the Florida Constitution, approved in 2024, it is **adjusted for inflation every year** — in 2026 it stands at US$ 26,411, which brings the total exemption to US$ 51,411.

More important than the exemption: *homestead* activates ***Save Our Homes***, which caps the rise in assessed value at **3% a year or inflation, whichever is lower** (section 193.155).

A property **without** homestead — an investor's, a second home, a nonresident foreigner's — gets none of the exemptions and has a cap of **10% a year, which doesn't apply to school taxes** (section 193.1554). In a region that appreciates fast, the difference becomes thousands of dollars a year. Explain this before the purchase, never after.

LAST YEAR'S TAX IS NOT NEXT YEAR'S TAX

On a change of ownership the property is **reassessed at fair market value** and the cap the seller had built up is lost. The buyer who looks at the old tax bill and does the math with it gets it badly wrong — and the difference shows up in the first year, with the mortgage payment already adjusted. Always show the county *property appraiser*'s estimate for the new value, never the seller's current tax.

And some good news to balance it out: **Florida charges no state income tax on individuals** — it's a prohibition in the state's own

Constitution, Article VII, Section 5. It is one of the reasons so many people move there from other American states, and a legitimate selling point.

Insurance: the chapter that got expensive

Here is the biggest change of the last decade, and the subject where an outdated agent gets it badly wrong. Florida is the state most exposed to hurricanes in the United States, and homeowners insurance has risen sharply. What the client needs to understand:

- The homeowners policy **does not cover flooding**. *Flood* coverage is a separate policy, and in a risk zone the bank requires it.
- The hurricane deductible isn't a fixed amount: it's a **percentage of the insured value**. Section 627.701 requires the insurer to offer the options of **2%, 5%, and 10%** (and US$ 500 on smaller policies). On a house insured for US$ 400 thousand, 2% is already US$ 8 thousand out of pocket before the insurer steps in; 10% is US$ 40 thousand.
- A house more than twenty years old usually requires the ***4-point inspection*** — roof, electrical, plumbing, and AC — depending on each insurer's underwriting policy.
- The ***wind mitigation inspection*** is the opposite: it documents what protection the house has against wind and **reduces** the premium. It's always worth asking for.

ROOFS: REAL RISK, BUT THE LAW PROTECTS MORE THAN PEOPLE SAY

A roof at the end of its life kills deals in Florida every week — the insurer refuses, the bank requires insurance, and the financing falls through. But age alone doesn't decide it, and section 627.7011 says why: the insurer **cannot refuse a policy just because of the roof's age** when it is **under 15 years old**; and, if it is 15 or older, the insurer must **allow an inspection** before requiring replacement and **cannot refuse just because of age** if an authorized inspector certifies **5 years or more of remaining useful life**.

In practice: look at the roof's age **before** listing and **before** making the offer, but don't write the deal off as lost. A report can save it. Other technical grounds for refusal still apply.

HOA, condo, and the acronym Brazilians have never heard

Three different fees, and it's important not to confuse them:

The **HOA**, the homeowners association, exists in a good share of single-family communities. It charges monthly or quarterly, takes care of common areas and security — and, contrary to what many expect, it **really is in charge**: facade color, type of fence, a car parked on the street, short-term rentals. Read the rules before buying.

The **condo** — the *condo association* — works like ours and charges for the building's structure.

And the **CDD**, the *Community Development District*, is what catches almost every Brazilian by surprise. It's a fee that pays for the infrastructure of new communities — streets, drainage, recreation —

and comes **together with the property tax bill**, with a term of 20 or 30 years. In new neighborhoods in the Orlando area, it can exceed US$ 2 thousand a year. It doesn't show up in the listing and it isn't optional.

AFTER SURFSIDE, BUYING A CONDO CHANGED

The 2021 collapse rewrote Florida's condo law. Buildings of **three or more habitable stories** go through a **milestone inspection** when they reach **30 years** and every ten years after that (section 553.899).

Note a detail that a lot of outdated material still gets wrong: the original rule required inspection at **25 years** for buildings within three miles of the coast, and **that rule was repealed by SB 154 of 2023**. Today the 25 years apply only when the **local enforcement agency** decides that the region's conditions — proximity to salt water, for example — justify it. In other words: you have to ask the municipality, not assume from the map.

The building also needs the **SIRS**, the structural integrity reserve study, redone every ten years, and it **can no longer waive or reduce the reserve** for structural components by a vote of the owners' meeting (section 718.112(2)(g)). HB 913 of 2025 opened two valves: with the owners' approval, the association can **pause contributions for up to two annual budgets** to prioritize repairs identified in the inspection — an option available through December 31, 2028 — and can use a **loan or line of credit** instead of accumulated cash. A pause is not a waiver: the bill still exists.

TWO QUESTIONS BEFORE ANY CONDO OFFER

Was the milestone inspection done, and what did it find? And: **is there a special assessment approved or on the way?** There have been cases of special assessments of tens of thousands of dollars per unit. Whoever doesn't ask finds out with the first bill.

IN BRAZIL	IN FLORIDA
Municipal IPTU (property tax), usually below 1%	*Property tax* of 1% to 2% a year
No cap on increases in the tax base	*Save Our Homes*: 3% with *homestead*, 10% without
Homeowners insurance optional and cheap	Expensive insurance, with a percentage hurricane deductible
Flood generally covered by the policy	*Flood* is a separate policy and required in a risk zone
Condo; no equivalent to the CDD	HOA, *condo association*, and **CDD** on the tax bill

INFOGRAPHIC

A US$ 400 thousand house, every month

What the owner pays per year in a typical Orlando-area community — and how much of it the buyer didn't see in the listing.

Property tax · about 1.4% a year	**US$ 5,600**
Homeowners insurance, with wind	**US$ 3,200**
HOA · single-family community	**US$ 1,400**
CDD · new-neighborhood infrastructure	**US$ 1,800**
Maintenance and utilities	**US$ 3,000**
Annual cost of owning, without a mortgage	**US$ 15,000**

Comes to about **US$ 1,250 a month**, or 3.75% of the property value a year — before any loan payment.

WITH HOMESTEAD (RESIDENT)	WITHOUT HOMESTEAD (INVESTOR OR FOREIGNER)
EXEMPTION ON THE BASE US$ 51,411 in 2026, in two tranches (the 2nd adjusts for inflation)	**EXEMPTION ON THE BASE** None
CAP ON INCREASES IN ASSESSED VALUE 3% a year or inflation, whichever is lower	**CAP ON INCREASES IN ASSESSED VALUE** 10% a year, and doesn't apply to school taxes

30 years

Age for the milestone inspection. 25 years only when the local agency requires it — the three-mile rule fell in 2023.

2 · 5 · 10%

Hurricane deductible options on the insured value, as required by section 627.701.

FLORIDA STATUTES 193.155, 193.1554, 196.031, 197.162, 553.899, 627.701, 627.7011, AND 718.112 · AMENDMENT 5 (2024) · SB 154 (2023) AND HB 913 (2025) · CENTRAL FLORIDA MARKET RANGES · ESTIMATE, NOT A QUOTE

In *summary*

01 The ***property tax*** runs **1% to 2% a year**: the *property appraiser* sets the value, and the **county, city, school district, and other districts** add up the rates. Declining discount: **4% · 3% · 2% · 1% · nothing in March**.

02 The ***homestead exemption*** applies only to a **permanent primary residence**: **US$ 51,411 in 2026**, second tranche inflation-adjusted since 2024.

03 With *homestead*, ***Save Our Homes*** caps increases at **3% a year or inflation**; without it, the cap is **10%** and doesn't reach school taxes.

04 **On a change of ownership the property is reassessed at market value**: the tax the seller was paying is not what the buyer will pay.

05 **Florida charges no state income tax on individuals** — it's a constitutional prohibition in the state.

06 The homeowners policy **does not cover flooding**: *flood* is a separate contract and required by the bank in a risk zone.

07 The **hurricane deductible is a percentage** of the insured value: the law requires offering **2%, 5%, and 10%**.

08 A house over twenty years old usually needs a ***4-point inspection***; ***wind mitigation*** cuts the premium. **An old roof kills deals**: no insurance, no financing.

09 **HOA**, ***condo association***, and **CDD** are distinct things; the CDD comes on the tax bill and exceeds US$ 2 thousand a year.

10 After Surfside: **milestone inspection at 30 years** and a **SIRS** every ten years. The 25-year coastal rule **fell in 2023**: now it's up to the local agency.

11 **The structural reserve can't be waived**, but HB 913 allows **pausing contributions for up to two budgets** (through 2028) and using a loan.

12 In a condo, always ask about the **milestone inspection done** and any **special assessment approved or on the way**.

> *In Florida, the price of the property is the easy part of the bill. Whoever doesn't present the annual cost of owning at the first meeting presents it at the first complaint.*

The laws that *don't exist here*

Fair Housing, representation type, advertising and contact — what takes down a license

IN THIS CHAPTER

- The protected classes and what you never answer
- Steering, the good-intentions trap
- Transaction broker and single agent
- What every ad must include
- Calling, texting and the Do Not Call list
- The FREC ladder of penalties

There is a set of American laws with no equivalent in Brazil, which is why the Brazilian agent tends to violate them **with no bad intent** — answering an innocent question, trying to help, being friendly. They are the ones that cost the most licenses in the first year. This chapter is worth reading twice.

Fair Housing: the most serious of all

The *Fair Housing Act* dates from 1968 and sits in Title 42 of the federal code, starting at Section 3601. It prohibits housing discrimination based on **seven protected classes**: race, color, religion, sex, national origin, familial status (having children, being pregnant) and disability. Since a HUD memorandum of **February 11, 2021**, which applied the Supreme Court's reasoning in *Bostock v. Clayton County* to housing, the federal agency treats discrimination based on **sexual orientation and gender identity** as sex discrimination. Florida law mirrors the federal law in Chapter 760, and many counties and cities add further protections — know the ones in your area.

It prohibits the obvious: refusing to serve someone, showing different properties, charging different terms, advertising a preference. And it also prohibits what looks like help:

STEERING: WHEN HELPING IS A VIOLATION

Steering is directing someone to an area because of a protected characteristic. And this is where the Brazilian agent slips, because he does it **trying to be kind**.

"There are a lot of Brazilian families here, you'll feel at home." That is national origin. "This neighborhood is great for people with small kids." That is familial status. "There's a church of your religion right nearby." That is religion.

Intent doesn't matter. Only the effect matters.

And the question every client asks, sooner or later: "Is this a good neighborhood?" If you answer with an opinion about who lives there, you have just broken the law. The professional answer is always the same: **send the source, not the opinion**.

THE SCRIPT THAT SAVES THE ANSWER

"That's an important question, and I can't answer it with my opinion — American law prohibits me from commenting on the profile of the people who live in an area, and that exists to protect you too. What I do is better: I send you the official school data, the county crime map, the census and the city reports. Then you decide with information, not with one agent's impression."

Memorize that paragraph. It resolves the situation, shows professionalism and even builds trust.

What kind of representative you are

Here is another gap in the Brazilian vocabulary. In Florida, the law defines **what relationship** you have with the person, and that

changes your duties. There are three, in Section 475.278, which states in so many words that "all licensees are presumed to operate as *transaction brokers* unless a *single agent* or no brokerage relationship is established, in writing, with the customer":

THE THREE POSSIBLE RELATIONSHIPS

Transaction broker — the **presumed relationship**: if nothing is said in writing, this is it. Limited representation (honesty, material facts, care with money and limited confidentiality), with no exclusive loyalty: you can serve both sides.

Single agent — full representation of one side only, with complete fiduciary duty: loyalty, obedience, absolute confidentiality. It requires **written disclosure** of the duties, which can come in a separate document or inside another one, such as the listing agreement. To go from *single agent* to *transaction broker* in the middle of a deal, you need the client's **written consent**.

No brokerage relationship — you don't represent that person, you only owe them honesty and disclosure of material facts. It also has its own written disclosure, delivered **before you show the property**.

A DETAIL THAT CATCHES THE OUT-OF-DATE AGENT

The written *transaction broker* notice — that paper everybody used to sign — **stopped being required on July 1, 2008**. Since the relationship became presumed, the law dropped the notice. What **is still** required in writing is the *single agent* disclosure, the *no brokerage relationship* disclosure and the consent to move from one to the other. Old material still teaches the repealed form: check the current version of Section 475.278 before you put together your document folder.

For the Brazilian, the *transaction broker* is the strangest figure: used to being "the buyer's agent" or "the seller's agent," he is slow to grasp that Florida's default is a middle position. And the typical mistake is promising, out loud, *single agent* loyalty while in a *transaction broker* position. That creates an expectation the law doesn't support.

Advertising, contact and the rules Instagram ignores

Every ad must carry the brokerage's name, exactly as it is registered. Instagram post, story, flyer, sign, video: all of them. An ad showing only the agent's name and phone number is a violation, and it is the most common one of all. Team names have their own rules — they can't suggest that the team is an independent brokerage.

Cold contact has laws. The national *Do Not Call* registry prohibits commercial calls to registered numbers, and there are **more than 258 million numbers** on the list, according to the FTC's latest report to Congress. The federal TCPA — Section 227 of Title 47 — goes further: autodialers and commercial text messages without prior written consent are prohibited, and the law itself provides damages **per call or message** starting at US$ 500, which a judge may triple when the violation is willful. That purchased contact spreadsheet, which in Brazil becomes a WhatsApp campaign, in Florida becomes a lawsuit.

Paid referrals have laws. RESPA, in Section 8 (Title 12, Section 2607), prohibits paying or receiving anything of value for referring settlement services — *title company*, bank, inspector, insurance. Accepting "a little something" from the inspector you refer is a federal crime, not a courtesy.

Talking commission with a competitor has laws. Agreeing on a percentage with another brokerage is an antitrust violation. Not even as a joke in an agents' group chat.

When it goes wrong, it's public

The FREC punishes on a scale: formal warning, citation fine, larger administrative fine, suspension and revocation. Serious cases involving other people's money can become criminal prosecution.

And there is one detail that changes the behavior of anyone who understands it: **the disciplinary record is public**. Anyone can look up an agent's license on the DBPR website and see what happened. There is no "leaving it in the past."

IN BRAZIL	IN FLORIDA
No equivalent federal fair housing law	*Fair Housing Act* of 1968, with seven protected classes
Recommending a "Brazilian" neighborhood is common	That is *steering* and it is a violation
Relationship with the client is informal	*Transaction broker*, *single agent* or none, by law
Ad in the agent's name	Brokerage name required on **every** ad
Prospecting by list and WhatsApp	*Do Not Call* and TCPA, with a fine per message

INFOGRAPHIC

What you never say, and what you say instead

The seven protected classes, the phrases that sound kind and take down a license, and the FREC ladder of penalties.

01 Race	**02** Color	**03** Religion	**04** Sex
05 National origin	**06** Familial status	**07** Disability	**+** Extra protections from counties and cities

NEVER SAY	SAY INSTEAD
NATIONAL ORIGIN "There are a lot of Brazilians here, you'll feel at home."	**SAFE ANSWER** "I'll send you the census and city data so you can evaluate it."
FAMILIAL STATUS "This neighborhood is great for people with kids."	**SAFE ANSWER** "Here are the official school ratings for the area."
OPINION ABOUT THE NEIGHBORHOOD "This one is quieter, the other one not so much."	**SAFE ANSWER** "This is the county incident map; see for yourself."

Formal warning	**Entry in your record**
Citation with fine	**Minor violations**
Administrative fine and mandatory course	**Repeat offenses**
License suspension	**Can't work**
Revocation · and the record is public on the DBPR site	**End of career**

42 U.S.C. §3601 ET SEQ. · HUD/FHEO MEMORANDUM OF 02/11/2021 · FLORIDA STATUTES 475.278 AND CH. 760 · 47 U.S.C. §227 · 12 U.S.C. §2607

In *summary*

01 The ***Fair Housing Act*** (42 U.S.C. §3601 et seq.) protects seven classes: race, color, religion, sex, national origin, familial status and disability.

02 Since the HUD memorandum of **02/11/2021**, protection based on sex covers **sexual orientation and gender identity**; counties and cities may protect more.

03 ***Steering*** — directing by protected characteristic — is a violation **even with good intentions**.

04 Faced with "is this a good neighborhood?", **send the source, never the opinion**: census, school ratings, county map.

05 Florida defines three relationships: ***transaction broker*** (the presumed one, **no written notice since 2008**), ***single agent*** and ***no brokerage relationship*** — these last two with mandatory written disclosure.

06 ***Transaction broker*** is **limited** representation: honesty and material facts, no exclusive loyalty.

07 **Every ad carries the brokerage's registered name** — post, story, sign, video, flyer.

08 ***Do Not Call*** (more than **258 million numbers**) and the **TCPA** (47 U.S.C. §227): damages starting at **US$ 500 per call or message**, trebled if willful.

09 **RESPA, Section 8** (12 U.S.C. §2607), prohibits paying or receiving anything for referring settlement services. It is a federal crime, not a courtesy.

10 Agreeing on commission with a competitor is an **antitrust violation**, even in casual conversation.

11 Penalties run from a warning to **revocation** — and **the disciplinary record is public** on the DBPR site.

> *None of these laws punishes bad faith alone. They punish effect — and that is why good intentions are no defense.*

Culture: *how Americans buy*

Pace, showing etiquette and the Brazilian habits that need to stay in Brazil

IN THIS CHAPTER

- The client arrives informed and decides fast
- Showing etiquette
- The 24 hours of an offer
- Why "no" is a complete answer
- Silence, cameras and privacy
- Seven habits to unlearn

Law you study. Culture you get wrong in front of the client. This chapter is about the part of the job that isn't on the state exam and that nevertheless decides whether you become a respected agent or one your colleagues avoid.

He already researched everything before he called you

That isn't my impression: the NAR's annual survey of buyers and sellers shows that the **median search lasts ten weeks** and that **88% of buyers close with an agent**. In other words, the American spends more than two months looking at properties on his own — Zillow, Realtor.com, the brokerage's website — and only then looks for a professional. By the time he gets in touch, he already knows his price range, the neighborhoods and what he wants. He doesn't call to find out what exists. **He calls to be guided.**

That changes the agent's role. In Brazil there is still a lot of value in "I have options to show you." There, he has already seen the options. What he doesn't have is interpretation: why this house has been on the market for ninety days, what the 2006 roof means, how much the insurance will cost, whether that condo has a special assessment coming.

And, for the same reason, he **decides fast** when he finds the right property. A buyer who spent three months studying doesn't ask for a week to think. If you aren't ready to write the offer the same day, he buys with someone else.

Showing etiquette

It sounds like a detail. It isn't: this is where your American colleagues judge your competence.

A showing is scheduled through the system, with a time window, and **being late is a serious breach** — the next window belongs to another agent. You go in through the *lockbox*, check whether there's a request to take off your shoes, you don't use the bathroom, you don't touch personal items, you don't open drawers. You turn off the lights, lock everything up, return the key.

> **THE HOUSE IS LISTENING**
>
> Smart doorbell cameras and microphones are the rule, not the exception. Everything you and your client say inside the property may be recorded by the seller — and often is.
>
> That means: **never** discuss offer strategy, maximum budget, urgency or a perceived defect inside the house. The conversation happens in the car, outside. The Brazilian agent, who tends to talk openly during a showing, has already given away a negotiation this way without noticing.

And leave the house exactly as you found it. The listing agent notices, mentions it to the *broker*, and reputation travels fast in a market where everyone sees each other in the same MLS.

The 24 hours of an offer

The pace of American negotiation is short and formal. In a hot market, a good property gets multiple offers in the first 48 hours.

The seller then announces a deadline — *highest and best*, everyone sends their best offer by a certain time — and chooses.

In that context, three things weigh beyond price: the *pre-approval* letter or the *proof of funds*, the closing date and the length of the contingency periods. An offer with a seven-day inspection is worth more than one with fifteen. Whoever understands this wins deals without paying more for them — it's technical knowledge converted into advantage.

And when the answer is no, it comes dry: *we went another direction*. No beating around the bush, no explanation, no promise of "let's see down the road." It isn't rudeness; it's directness. **"No" is a complete answer**, and insisting after it is what looks bad.

What is intimate there and casual here

The boundary of privacy is much more closed in the United States. Asking about religion, plans to have children, marital status, age or health is not just uncomfortable: as you saw in Chapter 9, it can become a violation. You also don't post a client — not even the photo at the key handover — without express authorization.

In exchange, people talk about money naturally: how much they earn, how much they owe, what their credit score is. It's working information, and the American shares it without embarrassment.

As for table talk: weather, sports, travel, road construction, all fine. **Politics and religion, never.** It's the easiest rule to follow and the easiest to forget at a relaxed lunch.

SEVEN HABITS TO LEAVE IN BRAZIL

One — posting another agent's property without being the listing holder. **Two** — saying "price on request" or hiding the price to generate contact. **Three** — settling by WhatsApp voice message what needs to be in writing. **Four** — treating a deadline as a range of time. **Five** — promising what depends on a third party ("I'll close in 20 days") before confirming with the bank and the *title* company. **Six** — showing up unscheduled, at the property or at the client's home. **Seven** — insisting after the "no."

None of them is illegal in itself. Every one, without exception, costs reputation — and in Florida reputation is distribution.

IN BRAZIL	IN FLORIDA
Client calls to find out what exists	Client arrives informed and wants interpretation
Decision ripens over weeks	Decides in 24 to 48 hours when it's the right property
Showing at a flexible time	Scheduled window; being late disrupts another agent
Open conversation inside the property	Camera and microphone on: talk in the car
"I'll think about it" is a maybe	"No" is a complete answer
A voice-message agreement counts	If it isn't in writing, it doesn't exist

INFOGRAPHIC

From the first click to the keys

The American buyer's path and the typical stumble of the Brazilian agent at each stage.

1. **Researches alone, for weeks**
   Portals, maps, photos. Arrives knowing price and neighborhood
   MISTAKE: TRYING TO IMPRESS WITH OPTIONS
2. **Looks for the agent and the lender**
   Wants data-driven insight and a pre-approval letter
   MISTAKE: SHOWING A HOUSE BEFORE THE SIGNED AGREEMENT
3. **Showing in a scheduled window**
   Lockbox, short window, house returned as found
   MISTAKE: RUNNING LATE AND TALKING STRATEGY INSIDE
4. **Decides and offers in 24 to 48 h**
   Price, deadlines and offer strength count together
   MISTAKE: ASKING FOR “SOME TIME TO THINK”
5. **Meets deadlines and closes**
   Inspection, financing, title, walk-through, closing
   MISTAKE: PROMISING A DATE WITHOUT CONFIRMING WITH THIRD PARTIES

WHAT IMPRESSES AMERICANS	WHAT BURNS YOUR REPUTATION
PUNCTUALITY Arriving five minutes before the window	**LATENESS** Taking the next colleague’s window
IN WRITING Confirming everything by email the same day	**VOICE MESSAGE** Sealing an agreement only by voice message

In one sentence: the client doesn’t buy the person who knows the most properties — he buys the one who delivers the most certainty. Punctuality, paperwork and data you control on your own.

NAR, PROFILE OF HOME BUYERS AND SELLERS (2025) · FLORIDA MLS SHOWING AND ADVERTISING PRACTICES · SEPTEMBER 2026

In *summary*

01 The American buyer **arrives informed**: a median search of **ten weeks** before looking for an agent, and **88%** close with one.

02 When he finds the right property, he **decides in 24 to 48 hours**. An unprepared agent loses the deal to a prepared one.

03 A showing is a **scheduled window** with a *lockbox*; being late disrupts the next colleague and becomes reputation.

04 **Cameras and microphones are on.** Strategy, budget and urgency get discussed outside the house.

05 Return the house **exactly as you found it**: lights, door, key, shoes, nothing moved.

06 On a contested property, the seller asks for ***highest and best*** and decides by terms, not by conversation.

07 Beyond price, what weighs is the **bank letter, the closing date and the length of the contingencies**.

08 **"No" is a complete answer.** Insisting after it is what looks bad, not the other way around.

09 Privacy is closed: no religion, children, age or health — and **no posting clients** without authorization.

10 Money, on the other hand, is discussed naturally. **Politics and religion, never.**

11 Seven habits stay in Brazil: someone else's listing, "price on request," voice messages instead of writing, elastic deadlines, promises that depend on third parties, unscheduled visits and insisting after the no.

> *A wrong law costs a fine. A wrong culture costs referrals — and referrals are what sustain the career after year two.*

Strategies that *work there*

Where business comes from in Florida and what to do with your advantage of being Brazilian

IN THIS CHAPTER

- The five sources of business, by weight
- The CMA and the listing presentation
- Open house serves another purpose
- The builder registration rule
- A Brazilian niche without breaking the law
- The numbers that measure your week

Prospecting is where Brazilian experience pays off most — and where some of our habits are simply illegal on the other side. Let's separate what transfers from what stays behind.

Where business really comes from

The beginner thinks business comes from ads. The established agent knows it comes from a **contact base**. The five sources, in order of real weight:

Your sphere of influence. The people who already know you. It is the largest source of business in the American market, and there are numbers for it: in the NAR's annual survey of buyers and sellers, **43% of buyers came to their agent by referral** and another **18% went back to an agent they had already worked with**. Among sellers the weight is even greater: **66%** come from a referral or an agent they already knew. It is also the only source that grows on its own if you take care of it. In the United States this has a name and a method: you maintain a database, talk to each person a few times a year with something useful, and harvest referrals. "The database is the business" is the sentence repeated in every brokerage.

Territory, or *farming*. Choosing a neighborhood and becoming that neighborhood's agent: following every sale, sending the quarterly report, knowing the HOA rules, being present. It is slow, takes one to two years, and after that it never stops.

Referrals between agents. The *referral* from Chapter 4, which has special value for you: a colleague in Brazil sends a client to Florida, a colleague in Florida sends a Brazilian who is going to invest in Brazil.

Builders. In Central Florida this is decisive, and it deserves the box below.

Internet. Portals, paid ads, video, social media. It works, costs a lot and converts worse than the previous ones — but it scales, and it's where your personal brand works while you sleep.

> **THE RULE THAT COSTS YOU THE ENTIRE COMMISSION**
>
> Builders in Florida work with **agent registration**. Almost all of them require you to **accompany the client on the first visit** to the *sales center*, or to register his name beforehand, in order to recognize your commission.
>
> If the client walks in alone "just to take a look" on Sunday and comes back with you the following week, **the commission is gone**. It's not negotiable and there's no point complaining. Tell the client in writing, in advance, in so many words: no *sales center* without you alongside.

The listing presentation is a discipline

Winning a *listing* in Florida is not a chat: it is a structured presentation, with materials, given at the seller's home. It has three pieces.

The **CMA**, the comparative market analysis, is the foundation. The method is rigid: three to five properties **sold** in the last three to six months, preferably within one kilometer, similar in size, bedrooms, age and condition — and then adjustments for the differences. Note that the basis is **closed** sales, not asking prices. A listing is opinion; a sale is fact.

The ***net sheet*** shows the seller how much he **takes home** after commission, stamps, fees and the payoff of the loan. It's the number he cares about, and almost nobody presents it.

And the **marketing plan**: professional photography, *staging*, when it goes into the MLS, when it opens for showings, when price is reviewed if there is no offer in two weeks. Price is strategy, not a guess — and the seller needs to accept the strategy beforehand, not afterward.

OPEN HOUSE SERVES ANOTHER PURPOSE

In Brazil, the on-site shift (*plantão*) is meant to sell that very property. In Florida, the *open house* rarely sells the house where it takes place — and almost every agent does it anyway, because it is one of the best sources of **new buyers**. The people who walk in on a Saturday afternoon are locals thinking about buying. Treat the *open house* as client acquisition, not as a showcase for the property, and it starts to make sense.

Being Brazilian is an advantage — with a red line

Speaking Portuguese, understanding the exchange rate, knowing the fear of someone buying far from home, being able to explain the difference between our system and theirs: that is real specialization and it is worth money. Advertising in Portuguese, producing content in Portuguese and serving the Brazilian community is **legitimate**.

The red line is the one from Chapter 9, and it bears repeating because the confusion is frequent: **serving Brazilians is a service; recommending a neighborhood because it has Brazilians is *steering***. You can be the agent of the Brazilian community. You cannot use the nationality of the people who live in a place as a selling point.

And the channels change too. A purchased list, mass blasts, calls to a number on the *Do Not Call* registry: none of that works there, and all of it carries fines. American cold prospecting is something else — content, neighborhood presence, events, door-knocking where allowed, and a lot of follow-up with the people who already know you.

The numbers that measure your week

The American agent measures activity, not results, because results are a delayed consequence. The chain is always the same:

Conversations → meetings → contracts → closings. Each stage has a conversion rate, and you only control the first. If your week has thirty real conversations and no meetings, the problem is the conversation. If it has meetings and no contracts, it's the presentation. If it has contracts and no closings, it's qualification.

It's a simple and brutally honest diagnosis. And it's what separates those who build a career from those who wait for the phone to ring.

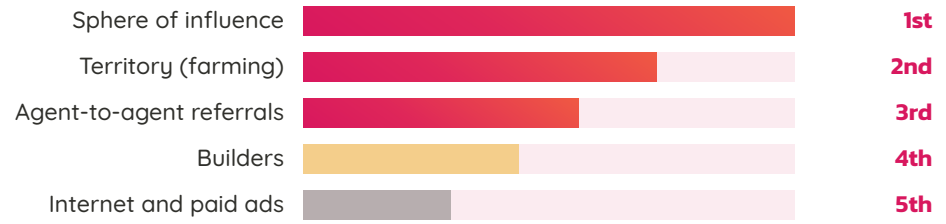
SIDE BY SIDE

IN BRAZIL	IN FLORIDA
Business comes largely from portals and on-site shifts	Business comes from a contact base and territory
Listings won through conversation and relationships	Structured presentation with CMA and *net sheet*
On-site shift to sell that property	*Open house* to capture buyers
Client can visit a builder alone	No registration at the 1st visit, commission lost
Lists and mass blasts	*Do Not Call* and TCPA: fine per contact

INFOGRAPHIC

Where business comes from, and how to track it

The five sources by real weight, the CMA method and the chain of numbers that diagnoses any bad week.



Relative weight, not an exact percentage. The first position has a number: **43%** of buyers and **66%** of sellers come by referral or through an agent they already know (NAR, 2025). The proportion of the others varies by region and by agent.

THE THREE PRESENTATION PIECES	WHAT EACH ONE ANSWERS
CMA 3 to 5 closed sales from the last 3 to 6 months, nearby and similar, with adjustments	**SELLER'S QUESTION** "What is my house really worth?"
NET SHEET Price minus commission, stamps, fees and loan balance	**SELLER'S QUESTION** "How much do I take home?"
MARKETING PLAN Photos, staging, launch date, showings and price-review rule	**SELLER'S QUESTION** "What exactly will you do?"

Real conversations this week	**You control**
Meetings booked	**Measures the conversation**
Contracts signed	**Measures the presentation**
Closings	**Measures qualification**

NAR, PROFILE OF HOME BUYERS AND SELLERS (2025) · CENTRAL FLORIDA PROSPECTING AND BUILDER REGISTRATION PRACTICES · SEPT. 2026

In *summary*

01 The five sources, by weight: **sphere of influence**, **territory**, **agent-to-agent referrals**, **builders** and **internet**.

02 The **contact base is the central asset**: **43% of buyers** and **66% of sellers** come by referral or through an agent they already know.

03 ***Farming*** is choosing a neighborhood and becoming its agent — it takes one to two years and then never stops.

04 **Builders require registration**: without you on the first visit to the *sales center*, the commission is lost. Warn the client in writing.

05 The listing presentation has three pieces: the **CMA**, the ***net sheet*** and the **marketing plan**.

06 The CMA uses **closed sales** from the last 3 to 6 months, nearby and comparable, with adjustments — never asking prices.

07 The ***net sheet*** answers the only question the seller really asks: **how much do I take home?**

08 The ***open house*** rarely sells that house: it serves to **capture buyers** from the area.

09 **Serving Brazilians is a legitimate specialization**; recommending a neighborhood by the nationality of those who live there is *steering*.

10 Purchased lists, mass blasts and calls to numbers on the ***Do Not Call*** registry don't work and carry fines.

11 Measure **conversations → meetings → contracts → closings**: each bottleneck points exactly to what to fix.

> *The internet brings people who don't know you. Your database brings people who trust you. Both have a place — but only one pays the bills in year three.*

The Brazilian buyer: *step by step*

From defining the goal to after the purchase, for those who will live there and those who will invest

IN THIS CHAPTER

- The three questions of the first meeting
- Individual or LLC, and the inheritance risk
- ITIN, EIN and bank account
- Buying property doesn't give a visa
- Short-term or annual: zoning decides
- The tax on the way out and the five-year window

We have reached the chapter your client would read first. It sums up everything that came before, applied to one concrete person: a Brazilian with money in Brazil and a goal in Florida.

Start with the three questions

Before sending a single property, three answers need to be on the table.

What is it for? Living, spending seasons, short-term rental, annual rental, storing value. Each answer leads to a different property, a different area and a different structure. A client who wants monthly income and a client who wants appreciation buy opposite things.

How much, really? The price of the property is the beginning. Add 2% to 5% in closing costs, the annual cost of ownership from Chapter 8 — which in Central Florida runs near 3.5% of the value per year — and a reserve for the first year. Whoever spends every last dollar on the down payment becomes a forced seller at the first surprise.

For how long? It is the question that prevents the most regret. Adding up the numbers from Chapter 6 — 2% to 5% to get in and 6% to 9% to get out — an American property consumes close to **10% of its value** over the full cycle. Under five years, the math usually doesn't work. Tell the client this before he buys, not after.

Individual or company

The question always comes up, and the agent's honest answer is "that's for your attorney and your accountant." But you need to know the map in order to guide the conversation.

> **THE RISK ALMOST NOBODY MENTIONS**
>
> Property in the name of a **nonresident individual** falls under the American federal inheritance tax, the *estate tax*. While Americans have an exemption in the millions, the **nonresident has an exemption of only US$ 60 thousand** on assets located in the United States, with rates reaching **40%** on whatever exceeds it.

Above that floor, the estate must file Form 706-NA with the IRS. And some countries have a treaty with the United States that softens the bill: **Brazil is not one of them** — there is no inheritance treaty between the two, so the US$ 60 thousand rule applies in full to the Brazilian. On a US$ 500 thousand house, that can become a six-figure bill for the family, at a moment when they won't be in any condition to sort anything out.

The effective tax is not a linear calculation: domicile, estate debts, deductions and the form of ownership all go into it. There are structures that address this, and none of them is the agent's business. **Send the client to an international tax attorney before the purchase** — once the deed is recorded, the options shrink. Raising this point is the greatest service you provide your client in this chapter.

The **LLC** is the most-used structure. It separates personal wealth from the property, organizes co-ownership among family members

and makes the rental operation easier. It costs to maintain — annual state fee, accountant, its own bookkeeping — and, on its own, it **does not solve** the inheritance question. It is one piece, not the solution.

The documents and the money

The operational roadmap is well defined:

- **ITIN**, the taxpayer number for those without an SSN, requested with IRS Form W-7. It is what allows you to report tax on rental income and claim a refund.
- **EIN**, if there is an LLC: the company's American equivalent of a CNPJ.
- **A bank account in the United States.** It isn't required to buy, but it is nearly indispensable to operate: receiving rent, paying tax, HOA and insurance.
- **Wire transfer** as per Chapter 7: in the buyer's name, with proof of origin and plenty of lead time.
- And, on the Brazilian side: the property goes on the annual income tax return; and, if total assets abroad reach **US$ 1 million** on the December 31 reference date, it goes on the **CBE** too, the declaration of Brazilian capital abroad, filed with the Central Bank **between February 15 and April 5** (Resolution BCB 279/2022). The penalty for lateness or error runs from R$ 2,500 to R$ 250 thousand.

BUYING PROPERTY DOESN'T GIVE A VISA

Say it in so many words at the first meeting, and repeat it in writing. **Buying property in the United States does not grant a visa, does not grant residency and does not make getting either one any easier.** The buyer continues to enter as a tourist, with the length-of-stay limits of his visa.

There are immigration paths tied to investment, with their own rules and amounts, and they have nothing to do with buying a house. An agent who hints otherwise is promising what he can't deliver — and creating a problem that isn't his to solve.

Renting: zoning decides

The client buys thinking he'll rent short term, and finds out he can't. It is the most expensive mistake of the Brazilian investor in Central Florida, and it is entirely avoidable.

The right to rent short term depends on **two layers**: the zoning of the city or county, and the rules of the HOA or the condo association. Not all areas allow it, and some communities prohibit it with a minimum term — thirty days, six months, one year. There are entire neighborhoods built for vacation rental, with a specific license; and there are others, five minutes away, where it's a violation with a daily fine.

The check comes before the offer, not after the purchase: confirm with the city office and read the community documents. Never accept "the previous agent said it was allowed."

And don't forget the tax: rentals of **six months or less** are taxed in Florida with the **6%** state sales tax, plus the tourist tax each county sets on its own, plus federal income tax on the earnings.

AT THE TIME OF SALE: FIRPTA

When a **nonresident sells** property in the United States, the federal law FIRPTA requires the buyer to **withhold 15% of the gross sale price** and remit it to the IRS. Gross, not profit. There are two exceptions, and both depend on the **buyer** moving into the property: between US$ 300 thousand and US$ 1 million the withholding drops to **10%**; up to **US$ 300 thousand** there is no withholding at all. Outside those bands it's 15%, and a refund of what was over-withheld is claimed on the tax return — which takes months.

The practical effect: the Brazilian seller receives far less than he imagines on closing day. Explain this **at the time of purchase**, while the client is still calm.

There is a shortcut almost nobody uses: the ***withholding certificate***, requested from the IRS on **Form 8288-B**. It allows **less** to be withheld — sometimes nothing — when the tax actually owed is smaller than the withholding, which is common in a sale with little or no gain. But the request must be made **before closing**, not after. Raising this when you list the property is one of the most valuable services you provide to a Brazilian client who is selling.

SIDE BY SIDE

IN BRAZIL	IN FLORIDA
Buying in an individual's name is the default	Individual or LLC, with a serious inheritance impact
No federal inheritance tax on real estate	*Estate tax* with an exemption of only US$ 60 thousand for the nonresident
CPF solves everything	**ITIN**, and **EIN** if there is a company
Short-term rental is the owner's decision	Zoning and HOA decide before the owner
Tax on sale falls on the gain	**FIRPTA withholds 15% of the gross value**, with reduced bands

Ten steps, from goal to keys

The full path, with the two checks that cost dearly out of order.

1. **Goal, real budget and time horizon**
   Living, seasons, income or appreciation — and at least five years
2. **Attorney and accountant, before anything**
   Structure, inheritance and tax get settled before the deed
   ESTATE TAX: US$ 60 THOUSAND EXEMPTION
3. **ITIN, EIN and bank account**
   Form W-7 with the IRS; EIN if there is an LLC
4. **Proof of funds or pre-approval**
   Without one of the two, the offer doesn't compete
5. **Zoning and community rules**
   Can you rent short term? What is the minimum term?
   CHECK BEFORE THE OFFER
6. **Search, showings and offer**
   FAR/BAR contract, earnest money in escrow
7. **Inspection, financing and title**
   The four contingencies from Chapter 5, on time
8. **Wire transfer and closing**
   In the buyer's name; mail-away, power of attorney or remote closing
   CONFIRM THE ACCOUNT BY PHONE
9. **After the purchase**
   Management, utilities, insurance, property tax and annual return
10. **At sale, FIRPTA**
    15% of the gross value, with reduced bands
    8288-B BEFORE CLOSING REDUCES IT

US$ 60 thousand
Entire nonresident estate tax exemption. No Brazil–US inheritance treaty.

15%
FIRPTA withholding on the gross price, not on profit.

IRS FORMS W-7, 706-NA · 26 U.S.C. §1445, §2102 · CENTRAL BANK OF BRAZIL, RES. BCB 279/2022 · FLA. STAT. CH. 212 · SEPT. 2026

In *summary*

01 Three questions before any property: **what is it for**, **how much, really** and **for how long**.

02 Between the cost of entry and exit, a property consumes close to **10% of its value**: under **five years** the math rarely works.

03 Real budget = price + **2% to 5%** closing + the **annual cost of ownership** + reserve.

04 **A nonresident individual pays *estate tax* with an exemption of only US$ 60 thousand**, with rates up to 40% — and **there is no Brazil–US inheritance treaty** to soften it.

05 The **LLC** separates wealth and organizes co-ownership, but **does not solve the inheritance question on its own**.

06 Documents: **ITIN** via Form W-7, **EIN** if there is a company, and an American bank account to operate.

07 In Brazil: the property goes on the annual return; from **US$ 1 million** in assets abroad, it goes on the **CBE** too, filed Feb 15 to Apr 5.

08 **Buying property doesn't give a visa, doesn't give residency and doesn't make either easier.** Say it in writing.

09 Short-term rental depends on **two layers**: city zoning and the rules of the HOA or condo association.

10 That check comes **before the offer**. Rentals of up to six months pay **6%** state tax plus the county tourist tax.

11 On a sale by a nonresident, **FIRPTA withholds 15% of the gross value** — 10% between US$ 300 thousand and US$ 1 million and zero up to US$ 300 thousand, if the buyer will live in the property.

12 The ***withholding certificate*** (Form 8288-B) can reduce or zero out the withholding, but **only if requested before closing**.

> *The agent who warns about estate tax, zoning and FIRPTA before the purchase doesn't lose the deal. He gains a client who comes back and refers others.*

The next step is study, not luck

You have reached the end of twelve chapters, and probably with the same feeling I had when I understood the size of the difference between the two markets: relief and work. Relief because now the path has a shape. Work because the path is long.

The license belongs to the state. The DBPR issues it, the FREC regulates it, and the path is the five steps in Chapter 2. No school, no institute and no brokerage issues a license — in the United States or anywhere else. Be wary of anyone who promises otherwise.

The SSN sets your timeline. It, and not the course, decides when you apply for the license. Sorting out your immigration situation comes first, and that is a conversation with an immigration attorney.

And the market, that you can learn today. The state exam tests law. It does not test how to handle a FAR/BAR, how to read a CMA, what to say when the client asks whether the neighborhood is good, or what to do when the builder doesn't register your client. That is what separates the licensee from the agent — and it is exactly the content of this book.

What the certification is

The **Maqueli Florida · HousInvest Certification** is the complete, applied version of what you just read. It exists for the Brazilian agent who wants to arrive prepared — whether to work in Florida once the paperwork allows, or to serve, still from Brazil, the client who buys there.

The program follows the same backbone as the twelve chapters, with course-level depth: lessons, real cases, contracts annotated line by line, spreadsheets, client-service simulations and an exam at the end of each module.

On completion, you receive the **Maqueli Florida diploma with the HousInvest Institute**, which certifies training in the Florida real estate market. And here is the transparency this whole book advocates: HousInvest is the institute I founded, not an independent body that evaluates me. The diploma is worth what it actually is — the record of content studied and an exam taken, signed by someone who practices the profession in Florida every day. It is not, and will never be sold as, the endorsement of a third party.

> **IN SO MANY WORDS**
>
> The certification **is not** an American state license, does not replace the 63-hour course required by the FREC, does not waive the Pearson VUE exam and does not interfere in any matter of visas or work authorization. It is market training, and the diploma attests to that. Anyone who sells you anything beyond that is selling you a problem.

Your next twelve months

A simple plan, in the order that works:

1. **Months 1 to 2 — decide the format.** Serve Brazilians from Brazil, by referral, or relocate and get licensed. Those are two projects, with different costs and timelines.
2. **Months 1 to 3 — consult an immigration attorney.** If the plan is to work there, this is the first conversation, not the last. Everything else depends on the timeline that comes out of it.
3. **Months 1 to 6 — do the certification.** That is how long the immigration process takes anyway. Use the time to arrive knowing.
4. **Months 3 to 6 — build the base.** Start talking about Florida with the people who already know you: content, conversation, presence. The sphere of influence from Chapter 11 takes months to warm up and is your biggest source of business.
5. **Months 6 to 9 — build the network in Florida.** Partner agent, *lender*, *title company*, accountant, rental manager. Structured referrals already generate revenue before the license.
6. **Months 9 to 12 — 63-hour course and exam,** if the SSN is sorted out. And, right after, choosing the brokerage: remember that without one the license doesn't work.

One last thing, and it's the one I most want to stay with you. This market rewards those who tell the truth. The Brazilian client arrives frightened, with a lifetime of money, and suspicious of everything — rightly so. The agent who explains the tax first, the insurance first, the zoning first and FIRPTA first gains something no ad can buy:

someone who comes back and refers others. Being honest is the most profitable business strategy there is in the Florida real estate market. Take only that and the book was worth it.

Maqueli Gewehr
MAQUELI FLORIDA

CERTIFICATION

Arrive knowing, *not hoping*

Complete training in the Florida real estate market for Brazilian agents, with a diploma from Maqueli Florida and the HousInvest Institute.

12 modules The same backbone as this book, with course-level depth	**Annotated contracts** FAR/BAR and forms, line by line
Real cases Client meetings, calculations and negotiation simulations	**Exams per module** Multiple choice, with an annotated answer key
Diploma Maqueli Florida with the HousInvest Institute, founded by the author	**Market training** Not a state license and does not replace the FREC exam

MAQUELIFLORIDA.COM

From English to *your practice*

Appraisal

Valuation by an accredited professional, required by the bank for a mortgage.

AS IS

Version of the contract in which the seller makes no repairs — but is still obliged to disclose any known material defect.

Broker

License level that allows opening a brokerage, answering for licensees and holding an escrow account.

Broker associate

Someone with *broker* qualifications who operates under another brokerage.

Buyer broker agreement

Contract between buyer and agent, mandatory before the first showing since August 2024.

CDD

Community Development District: infrastructure fee in new neighborhoods, collected along with the property tax.

Closing

The completion: signing, payment, recording and handover of the keys.

Closing Disclosure

Official document with every closing cost; reaches the financed buyer at least 3 business days beforehand.

CMA

Comparative Market Analysis: price analysis based on comparable closed sales.

Contingency

Condition that, if not met, lets the buyer exit the contract.

DBPR

State agency that issues and administers Florida's professional licenses.

Deed

The transfer document, recorded with the *County Clerk*.

Desk fee

Monthly fee paid to the brokerage in exchange for keeping almost all of the commission.

Doc stamps

Transfer tax on the deed: US$ 0.70 per US$ 100 (US$ 0.60 in Miami-Dade).

DOM

Days on market: days on the market accumulated by the listing, visible in the MLS.

Do Not Call

National registry of numbers that may not receive commercial calls.

DSCR loan

Loan underwritten on the property's rental income, not on the buyer's personal income.

Earnest money

The buyer's good-faith deposit, held in a neutral *escrow* account.

Effective date

Date on which the last party signs and delivers the contract; day zero for all deadlines.

EIN

Company tax identification number in the United States.

Escrow

Neutral custodial account that holds the transaction's money until closing.

Estate tax

Federal inheritance tax; the nonresident has an exemption of only US$ 60 thousand on assets in the US.

Fair Housing Act

1968 federal law that prohibits housing discrimination based on seven protected classes.

FAR/BAR

Florida's standard residential contract, drafted by Florida Realtors and The Florida Bar.

FIRPTA

Law that requires withholding 15% of the gross value when a nonresident sells property in the US.

Foreign national loan

Loan for foreigners with no American credit history; 30% to 40% down payment.

FREC

Florida Real Estate Commission: regulates the profession within the DBPR.

Highest and best

Final round in which each interested party sends its best offer by a deadline.

HOA

Homeowners association; charges a fee and imposes rules on the community.

Homestead exemption

Tax benefit for the permanent primary residence; activates the 3% cap of *Save Our Homes*.

Inspection period

Inspection deadline; under *AS IS*, it allows canceling for any reason with the deposit returned.

ITIN

Taxpayer number for those without an SSN; it serves for taxes, not for applying for a license.

Lender

The institution that provides the mortgage.

Listing agreement

Contract between seller and brokerage that authorizes advertising and representing the property.

Lockbox

Box holding the property's key, opened by an authorized agent and with an access log.

Milestone inspection

Mandatory structural inspection of condos at 30 years (25 for those within three miles of the coast).

Millage rate

Property tax rate, set by each county and municipality.

MLS

Cooperative database of listings, regional and restricted to licensees.

Net sheet

Statement of how much the seller receives after all costs.

Open house

Open showing; in practice, a source of buyers more than a sale of that property.

PITI

The four items of the payment: principal, interest, property tax and insurance.

Power of attorney

Authorization that allows signing the closing remotely, if accepted by the *title* company and the bank.

Pre-approval

Bank letter issued after document review; the one attached to the offer.

Pre-qualification

Quick estimate based on self-reported information; carries little weight in negotiation.

Property appraiser

County office that sets the assessed value for tax purposes.

Proof of funds

Evidence of available funds, required on a cash offer.

Realtor

Licensee who belongs to the NAR and its code of ethics; not a synonym for agent.

Referral fee

Part of the commission paid for a referral, between brokerages, typically 25%.

RESPA

Federal law that prohibits payment for referring settlement services.

Sales associate

Entry-level license; always works under a *broker*.

Save Our Homes

3% annual cap on increases in assessed value, exclusive to those with a *homestead*.

SIRS

Structural integrity reserve study required for Florida condos.

Steering

Directing someone to an area based on a protected characteristic; a *Fair Housing* violation.

Title insurance

Title policy with a single premium, covering defects not found in the search.

Transaction broker

Presumed relationship in Florida: limited representation, no exclusive loyalty.

Wind mitigation

Report on wind protections; usually reduces the insurance premium.

Where each *number in this book* comes from

Everything written here was checked against the official source in **September 2026**. This section exists so that you can check again — and you will need to, because three kinds of information age at different speeds.

What practically never changes: the structure of the laws, the concepts and the logic of the contract. **What changes from time to time:** rates, exemptions and deadlines, when the legislature touches them — as with the *homestead* exemption, adjusted for inflation since 2024, and the condo milestone inspection, amended in 2023. **What changes all the time:** agency fees, course prices, interest rates, insurance and market values.

A distinction this book tries to keep clear on every page: some things are **law** and some things are **market custom**. Commission, the split with the brokerage, the down payment on a foreign national loan, HOA, insurance and inspection period are **practice**: they vary from deal to deal and appear as a range, never as a rule. Contract deadlines, the duty to disclose defects, the SSN requirement, FIRPTA withholding and the reassessment cap, on the other hand, are law, with an article and a number.

Where to check

Florida Statutes

The current text of Florida's state laws, free, on the Legislature's Online Sunshine portal — leg.state.fl.us

Florida Administrative Code

The FREC rules, numbered 61J2 — flrules.org

DBPR and FREC

License, fees, Form RE 1 and public lookup of any licensee's record — myfloridalicense.com

IRS

ITIN, FIRPTA, nonresident estate tax and the forms W-7, 706-NA and 8288 — irs.gov

Florida Department of Revenue

Transfer tax, short-term rental tax and the property tax rules — floridarevenue.com

County property appraiser and tax collector

Assessed value, the year's rate and each property's tax bill — the source that counts.

Central Bank of Brazil

Declaration of Brazilian Capital Abroad — bcb.gov.br

Planalto

Código Civil, Lei 6.530/1978 and other Brazilian laws — planalto.gov.br

Chapter by chapter

1 · Two professions with the same name

Lei 6.530/1978, arts. 2 and 3, and courses accepted by COFECI for CRECI registration · Florida Statutes 475.01 and 475.42 · 26 U.S.C. §3508, treatment of the licensed agent as a *statutory nonemployee* · National Association of Realtors, use of the Realtor trademark.

2 · The Florida license, step by step

Florida Statutes 455.213(1), Social Security number requirement, and 475.17(2)(a), post-licensing and license nullification, and 475.17(2)(b), experience abroad for the *broker* license · Rules 61J2-3.008 and 61J2-3.009 · DBPR, Form RE 1 and fee schedule · Florida Realtors, official licensing guide, source of the US$ 83.75, US$ 36.75 and the range of US$ 270 to 665 · Pearson VUE, Florida candidate handbook.

3 · The MLS

NAR, *Handbook on Multiple Listing Policy* · publication rules of Florida's regional MLSs. Entry deadlines and fines vary by MLS: confirm with yours.

4 · Commission

NAR, official questions and answers on the settlement, with the practice changes in effect since August 17, 2024, and the consumer guide on *open houses* and written agreements, source of the two exceptions to the contract requirement · Florida Statutes 475.25(1)(h), exception that authorizes paying a referral to a broker licensed abroad · CADE, Cease-and-Desist Commitment Agreement with COFECI and the CRECIs, approved on March 14, 2018, which revoked the fee schedules · Código Civil, arts. 722 to 729 · Florida Statutes 475.42 · Sherman Act, 15 U.S.C. §1.

5 · The contract and the deadlines

FAR/BAR form *Residential Contract for Sale and Purchase* and the AS IS version and the appraisal addendum, from Florida Realtors with The Florida Bar; Florida Realtors, analysis of the financing clause, source of the warning that the appraisal is not an automatic contingency · Rules 61J2-14.008 and 61J2-14.009, escrow deposit deadlines · Johnson v. Davis, 480 So. 2d 625 (Fla. 1985), duty to disclose material defects · Florida Statutes 454.23, unauthorized practice of law.

6 · From contract to keys

Código Civil, art. 108, and Lei 6.015/1973 · Florida Statutes, Chapter 201 and Section 201.031, transfer tax and the Miami-Dade surtax, whose single-family residence exception includes a condo unit; and 627.782, title insurance rates · Chapter 69O-186 of the Administrative Code · 12 CFR 1026.19(f), delivery of the *Closing Disclosure* three business days in advance · FBI, 2025 IC3 report, source of the 12,368 real estate fraud complaints and the US$ 275.1 million in losses.

7 · Credit and currency

Consumer Financial Protection Bureau, consumerfinance.gov, on pre-approval and closing costs · Central Bank of Brazil, Resolution BCB 279/2022. Conditions of *foreign national loan* and *DSCR* are each bank's policy, not regulation: the ranges in this chapter are market ranges.

8 · The cost of owning

Florida Statutes 193.155, 3% cap of *Save Our Homes*; 193.1554, 10% cap outside *homestead*; 196.031, exemption; 197.162, early-payment discounts; 553.899, milestone inspection; 627.701, hurricane deductibles; 627.7011, limits on refusing insurance because of roof age; 718.112(2)(g), structural reserve study; Chapter 190, development districts (CDD) · Florida Constitution, art. VII, section 5 · Amendment 5 of 2024 and bulletin PTO 24-20 of the Florida Department of Revenue, inflation adjustment of the exemption · SB 154 of 2023, which repealed the 25-year rule for buildings within three miles of the coast · HB 913 of 2025, in effect since July 1, 2025, which created the pause of up to two budgets in the reserve contribution, available until December 31, 2028, and the use of a loan or line of credit. Insurance, HOA and maintenance amounts are Central Florida market ranges.

9 · The laws that don't exist here

Fair Housing Act, 42 U.S.C. §3601 et seq. · HUD/FHEO memorandum of February 11, 2021, which extended sex-based protection to sexual orientation and gender identity, in the wake of Bostock v. Clayton County (2020) · Florida Statutes 475.278, representation relationships and required written disclosures — the *transaction broker* notice stopped being required on July 1, 2008 — and Chapter 760, fair housing in Florida · 47 U.S.C. §227, TCPA, and the national registry donotcall.gov, with the 258 million numbers from the FTC's biennial report to Congress · 12 U.S.C. §2607, Section 8 of RESPA · DBPR, public license lookup and disciplinary record.

10 and 11 · Culture and strategies

NAR, *Profile of Home Buyers and Sellers*, 2025 edition, source of the median search of ten weeks, the 88% of buyers who close with an agent and the referral percentages — 43% of buyers and 66% of sellers. The rest of these two chapters describes **market practice**, not regulation: the routine of the Central Florida residential market, showing and advertising rules of the regional MLSs and builders' agent registration policies, which change from company to company and must be confirmed case by case. The only rules with the force of law cited there are those in Chapter 9.

12 · The Brazilian buyer

IRS: Form W-7 (ITIN), Form 706-NA and the US$ 60 thousand nonresident exemption rule, 26 U.S.C. §2102, and §1445, FIRPTA withholding, with the 10% band and the exemption up to US$ 300 thousand, and Form 8288-B, the certificate that reduces withholding when requested before closing · official list of United States inheritance treaties, on which Brazil does not appear · Central Bank of Brazil, Resolution BCB 279/2022, CBE from US$ 1 million, filing from February 15 to April 5 · Florida Statutes, Chapter 212, 6% tax on rentals of up to six months, plus each county's tourist tax · State Department, travel.state.gov, for visas.

> **IF ANYTHING HERE DIFFERS FROM THE OFFICIAL SOURCE**
>
> The official source wins, always. This book is training material: it organizes and translates, it does not replace the regulation or the licensed professional. Found a discrepancy? Write to Maqueli Florida — the correction goes into the next edition and the credit is yours.

Maqueli Gewehr



Licensed agent in the state of Florida and **certified by Harvard University in real estate investment strategy**, Maqueli serves Brazilian buyers and investors in the Orlando area. She took the same path this book describes: she started in the Brazilian market, crossed over, and learned in practice each difference recorded here — several of them the expensive way.

She is the **creator of the HousInvest Institute**, which was born to turn into study material what is normally learned only in practice, and the most expensive way. She writes, records and teaches in Portuguese because she believes that the biggest barrier for Brazilian professionals in the United States is not the language — it is the lack of a reliable map of how the market works.

This mini-book is the entry point to that map. The complete version is the Maqueli Florida · HousInvest Institute Certification.

Content researched in September 2026. Laws, rates and amounts change: confirm with the official source before deciding. See the Sources section.

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