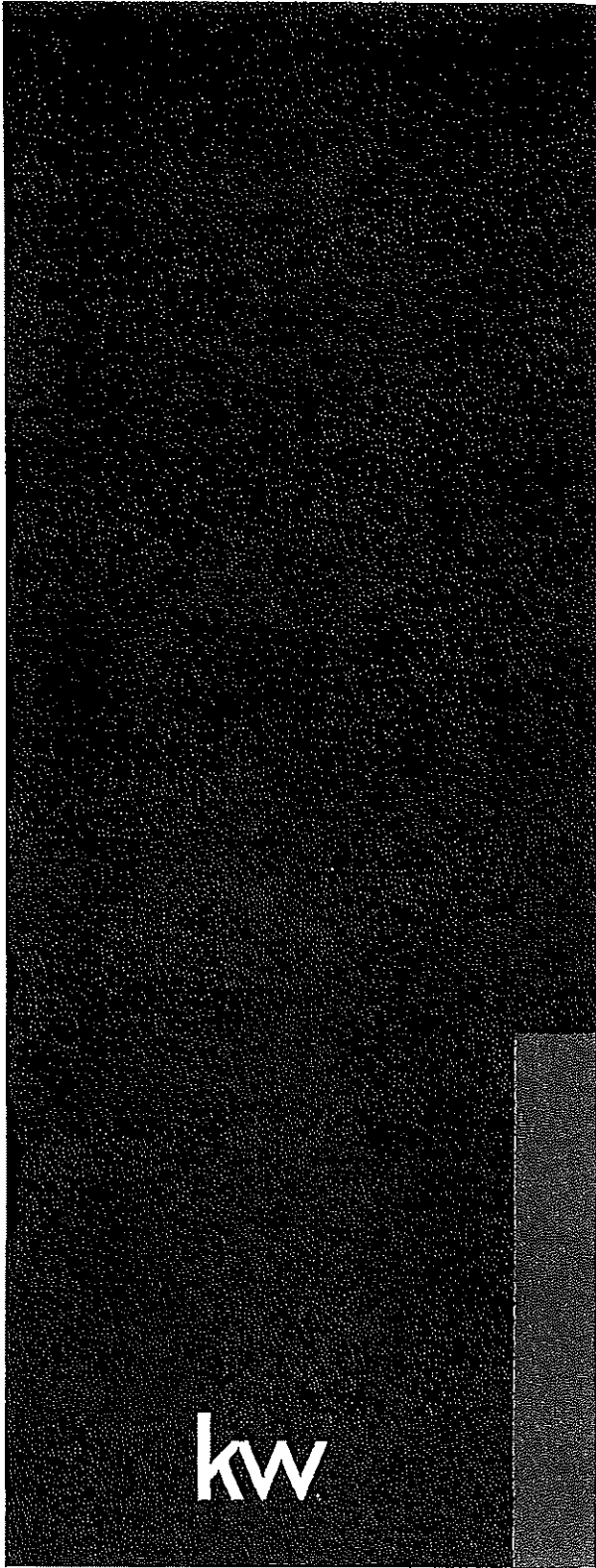


IGNITE

Elementals 5:

Buyer Constulations



Notices

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This manual and any course in which it is used may contain hypothetical exercises that are designed to help you understand how Keller Williams calculates profit sharing contributions and distributions under the MORE System, how Keller Williams determines agents' compensation under the Keller Williams Compensation System, and how other aspects of a Keller Williams Market Center's financial results are determined and evaluated. Any exercises are entirely hypothetical. They are not intended to enable you to determine how much money you are likely to make as a Keller Williams Licensee or to predict the amount or range of sales or profits your Market Center is likely to achieve. Keller Williams therefore cautions you not to assume that the results of the exercises bear any relation to the financial performance you can expect as a Keller Williams Licensee and not to consider or rely on the results of the exercises in deciding whether to invest in a Keller Williams Market Center. If any part of this notice is unclear, please contact Keller Williams' legal department.

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WARNING! Real estate agents who violate The Telephone Consumer Protection Act (TCPA) and the National Do Not Call Registry face potentially catastrophic legal damages. Do NOT use or leave artificial or prerecorded messages, and check the National Registry and your internal registry before you dial.

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Compliance: Do Not Call/Telephone Consumer Protection Act

WARNING!

The Telephone Consumer Protection Act regulates calls to cell phones and landlines, auto-dialed calls, prerecorded calls, faxes, and calls to numbers on the Do Not Call Registry. Class-action litigation for TCPA violations is rapidly increasing. Such claims present catastrophic exposure. Consult an attorney for guidance on the TCPA and DNC laws, including consent requirements, autodialer restrictions and prerecorded messages.

① Auto Dialers

The TCPA regulates calls and texts to a cellphone using an automatic telephone dialing system (autodialer)

① Prior Express Written Consent/ Written Consent

In certain cases, a caller must have prior express consent before making a call. In other cases, prior express written consent is required.

① Know the Federal and State Laws

In addition to federal laws, several states have laws governing telemarketing. Talk with your broker about any guidelines and Do Not Call lists your market center may have.

① Violations

Recipients of calls that violate the TCPA may recover up to \$1,500 for each violation. Use of an autodialer can rapidly accelerate potential damages.

DO NOT CALL DO'S AND DON'TS

Under federal law, sellers and telemarketers may not call individuals listed on the Federal Trade Commission's Do Not Call Registry. Failure to comply with DNC laws could result in substantial government fines and/or civil legal action against you. Consult an attorney regarding compliance with DNC laws.

① Subscribe to the Registry

The DNC registry is hosted on a dedicated website. Your Market Center should subscribe to the Registry and give you login credentials. Making ANY telemarketing calls without access to the Registry violates federal law.

① Check Before You Call

Before making a call, check to see if the number is on any of these lists: 1. the National Do Not Call Registry; 2. any state Do Not Call list; 3. your internal list. If the number is on any of these lists, delete it.

① Honor Consumers' Requests

Never call a number on the Do Not Call Registry. And honor an individual's request to be added to your internal DNC list.

① Limited Exceptions

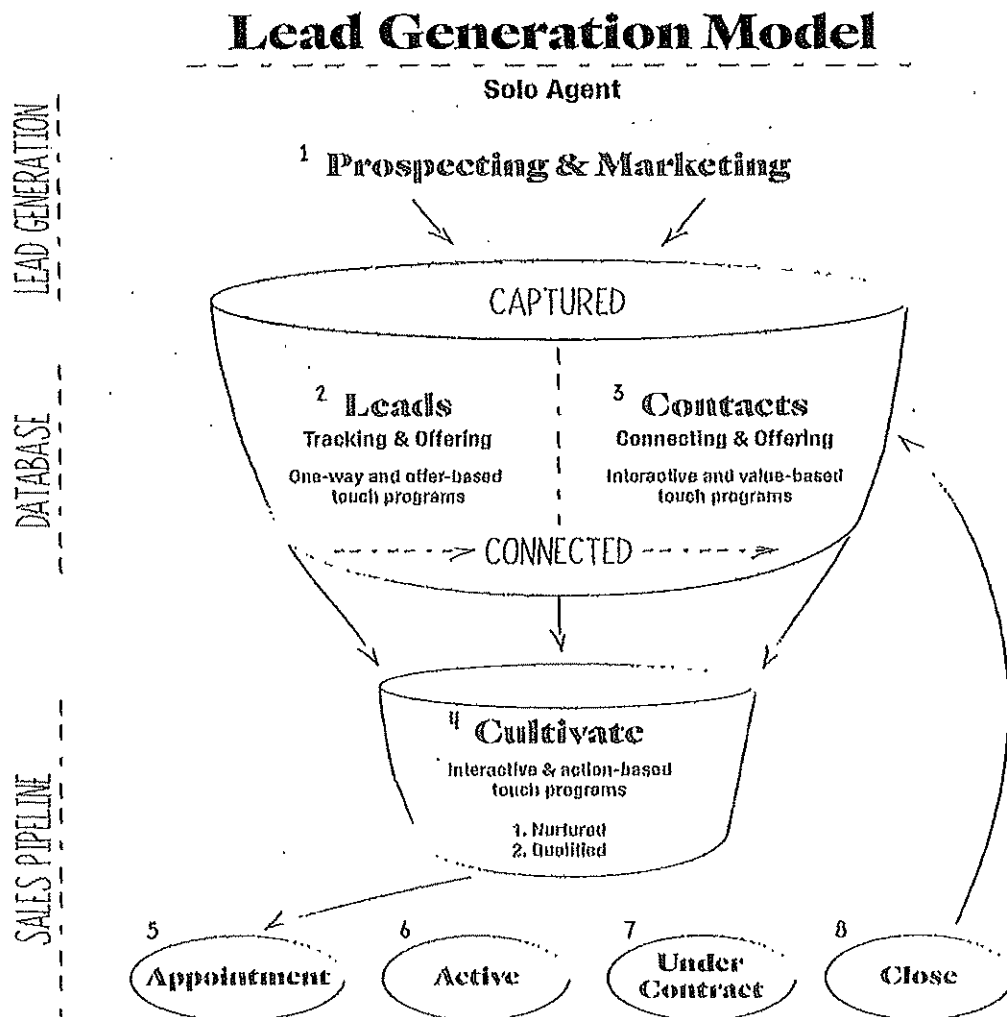
Federal law allows telemarketing calls to be made in very limited circumstances. Contact a lawyer prior to using an exception to ensure it applies.

Set the Appointment

What are the three objectives of the buyer consultation?

1. _____
2. _____
3. _____

Where is the buyer consultation in the Lead Generation Model?



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Example Buyer Presentation: Your Dream Home

YOUR DREAM HOME

kw

Your needs drive how and when we find your next home. From this day forward, everything I do will be motivated by your goals and how you imagine your life taking place in your new home. Once I get an understanding of where you see yourself, finding your dream home will move quickly, and with minimal interruption to your daily life.

Visualize your dream scenario for buying your home.

What's the one thing that has to happen to make that dream scenario a reality?

How can I make that happen for you?

Why is that important to you?

If we could add just one more thing to make this process even better, what would it be?

Why is that important to you?



Your
Need
Come
First

Prepare the Buyer Presentation



What are the goals for this page in the buyer presentation?



How would you customize this page? What questions would you change?

Example Buyer Presentation: Your Preferences

YOUR PREFERENCES

Build your Preference Profile

The Basics

Have you considered who my main contact will be?

What timeline would you like to strive for?

Have you looked into getting pre-approved for a home loan?

Have you thought about the price range you'd be comfortable with?

If I found a home today that checked all of your boxes, could you see yourself making a move sooner rather than later?

The what, the when, the how – let's talk about the best way to get in touch.

WHAT IS YOUR FAVORITE WAY TO RECEIVE INFORMATION OR UPDATES?

Select all that apply

Email
Call
Text

WHAT IS THE BEST TIME TO REACH YOU?

Select all that apply

Morning
Noon
Afternoon
Evening
Anytime

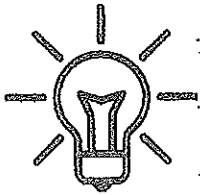
AS UPDATES ARISE, HOW OFTEN DO YOU PREFER TO BE NOTIFIED?

ASAP
In a few hours
That day
Every few days

Prepare the Buyer Presentation



What information do you need to collect in the preference profile?



Aha's

Example Buyer Presentation: Home Wish List

YOUR PREFERENCES

Your Home Wish List

TO BEGIN

Who will be living in this home?
Let's list adults, children, and
pets that will inhabit the space.

What are the non-negotiables for
your home?

If you had to name your top five
non-negotiables, what would
they be?

Beyond your top five needs, what
is something you really want?

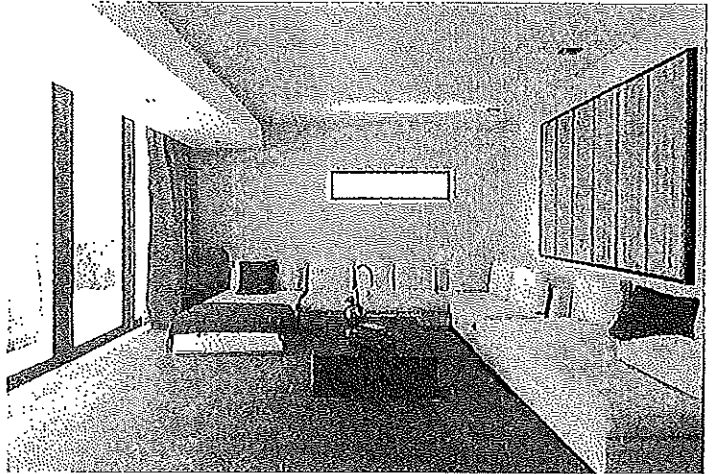
Do you have a preference for the
year the house was built?

Do you want a house in move-in
condition or are you willing to do
some work on it?

When people visit your home,
what do you want it to say
about you?

Are there any specific features
that would make your next house
feel instantly like home?

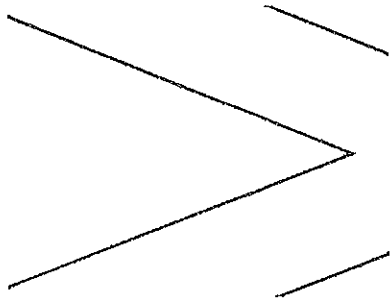
Will you require accessibility
options?



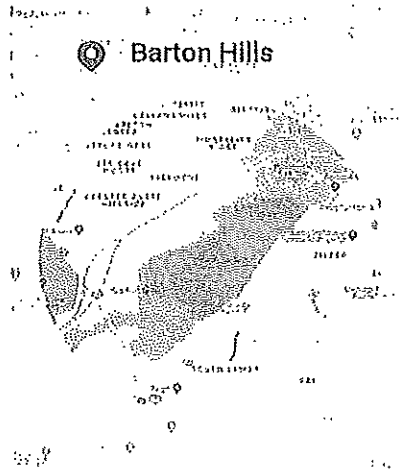
Example Buyer Presentation: Your Neighborhood

YOUR NEIGHBORHOOD

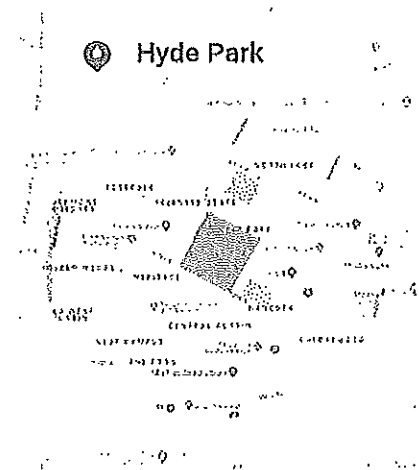
Neighborhood Insights



Barton Hills



Hyde Park



Average Listing Price

Average Selling Price

Average Price/Sq. Ft.

Average # Days on Market

Total Active Listings

Total Pending Listings

School Ratings

Neighborhood Website

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NOTES

Prepare the Buyer Presentation

Where do you find the information to complete the neighborhood insights details?

- _____
- _____
- _____

What neighborhoods would you include for your role play partner based on their answers to the home wish list?

1. _____
2. _____

For help with Neighborhood Snaps, go to answers.kw.com

Click on Command Support, then click on Create a Neighborhood Snap Print or Social Design



Example Buyer Presentation: Buying 101

How Buying a Home Works

1 PARTNER WITH AN AGENT

- Absorb their local insight
- Get to know neighborhood inventory levels
- See what's about to hit the market
- Gain access to off-market properties
- Review market averages
- Complete needs assessment

3 FIND YOUR NEW HOME

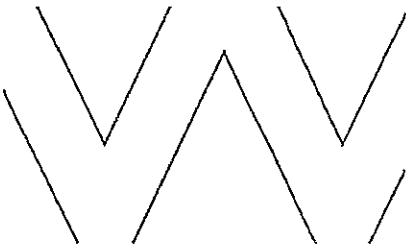
- Compare home and neighborhood averages, then narrow down the neighborhoods you want to live in.
- Favorite homes and save them to collections
- Nix homes that don't meet the mark
- Schedule home tours and plan an itinerary with your agent
- Decide on your dream home

2 GET PRE-APPROVED FOR A LOAN

- Understand what you can afford
- Determine your monthly mortgage payment
- Understand your debt ratio
- Prepare for escrow
- Obtain a pre-approval letter

4 MAKE YOUR OFFER AND NEGOTIATE THE TERMS

- Review contract terms and time limit for offer
- Negotiate purchase price
- Choose a title company
- Shop home insurance options
- Prepare for down payment, earnest money
- Choose a target closing date
- Sign the offer
- Deliver escrow check
- Stay in close contact with your agent



Preapproval: _____

Prequalification: _____

Example Buyer Presentation: At Your Service

Keller Mortgage

Home Loans Made Simple, integrated with KW technology, Keller Mortgage makes for a swift, simplified experience that expedites the process so you can move into your new home, faster. Available exclusively through KW agents like me, you'll enjoy unprecedented savings on time and money.

The Pre-Approval, Perfected

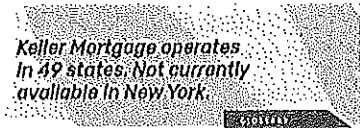
- Apply directly and digitally
- Simplify and expedite the process

The Zero Plus Loan

- Keller Mortgage exclusive
- Eliminate signing and lender fees
- Shave off up to \$1,000 from third party costs
- Enjoy super low interest rates

The Bottom Line

Working with a Keller Williams agent like me has its perks. Whether this is your first time securing a home loan, or it's your fifteenth and you're ready for a better alternative, look to Keller Mortgage for a modern-day mortgage solution.



Affiliated Business Arrangement Disclosure

TO _____ DATE _____

FROM _____

This is to give you notice that, with which your agent is affiliated, has a business relationship with Keller Mortgage, LLC, (Keller Mortgage). Certain officers, directors, and owners of Keller Williams Realty, Inc. ("KWRI"), our franchisor, have indirect ownership interests ranging from an estimated one to 44 percent in Keller Mortgage. Because of this relationship, this referral may provide KWRI and/or officers, directors, or owners of KWRI a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale, or refinance of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.

Provider (settlement services): Keller Mortgage, LLC (mortgage loan) Range of charges: Loan Origination Fee 0 to 2% of loan amount, application Fee 0 to \$500 & loan discount fee/points 0 to 3% of loan amount. The loan discount fee/points are affected by the interest rate on your loan and may be higher if your interest rate is below market. In addition, the lender may require that you pay for services of an attorney, credit reporting agency, or real estate appraiser chosen.

SIGNATURE _____

SIGNATURE _____

Example Buyer Presentation: My Promise

Real Value Real Experience



FirstName LastName
**CEO and Founder of
Your Name Properties**

CREDENTIALS

BA History
Univ. of Springfield

Board Member
Springfield Giving Trust

Founder
Keys of Caring Springfield

When you choose to work with me, you're partnering with a trained agent that has the backing of the world's largest real estate company, consisting of 180,000+ associates around the globe. That puts your search in the hands of the largest, most resourceful real estate network.

And, by choosing to partner with me and the Keller Williams family, you gain access to a suite of technology that keeps you informed and engaged with what's happening in the neighborhoods you're eyeing.

Keller Williams was built on a simple-yet-revolutionary principle: people are what matter most. To help cement this understanding, we've formalized a belief system that guides how we treat each other and how we do business.

15

YEARS IN BUSINESS

268

TOTAL CLIENTS SERVED

61

REPEAT CLIENTS (23%)

40

CLIENTS SERVED IN 2019

KW DBA NAME
KELLERWILLIAMS.

Keller Williams Realty Market Center
123 Loren Lane | Spokane, Wa 99001

Royals
Realtors

- WIN-WIN** or no deal
- INTEGRITY** do the right thing
- CUSTOMERS** always come first
- COMMITMENT** in all things
- COMMUNICATION** seek first to understand
- CREATIVITY** ideas before results
- TEAMWORK** together everyone achieves more
- TRUST** starts with honesty
- SUCCESS** results through people

Prepare the Buyer Presentation

What are your numbers?

	Team	Market Center
Years in Business		
Total Clients Served		
Repeat Clients		
Clients served in 2019		

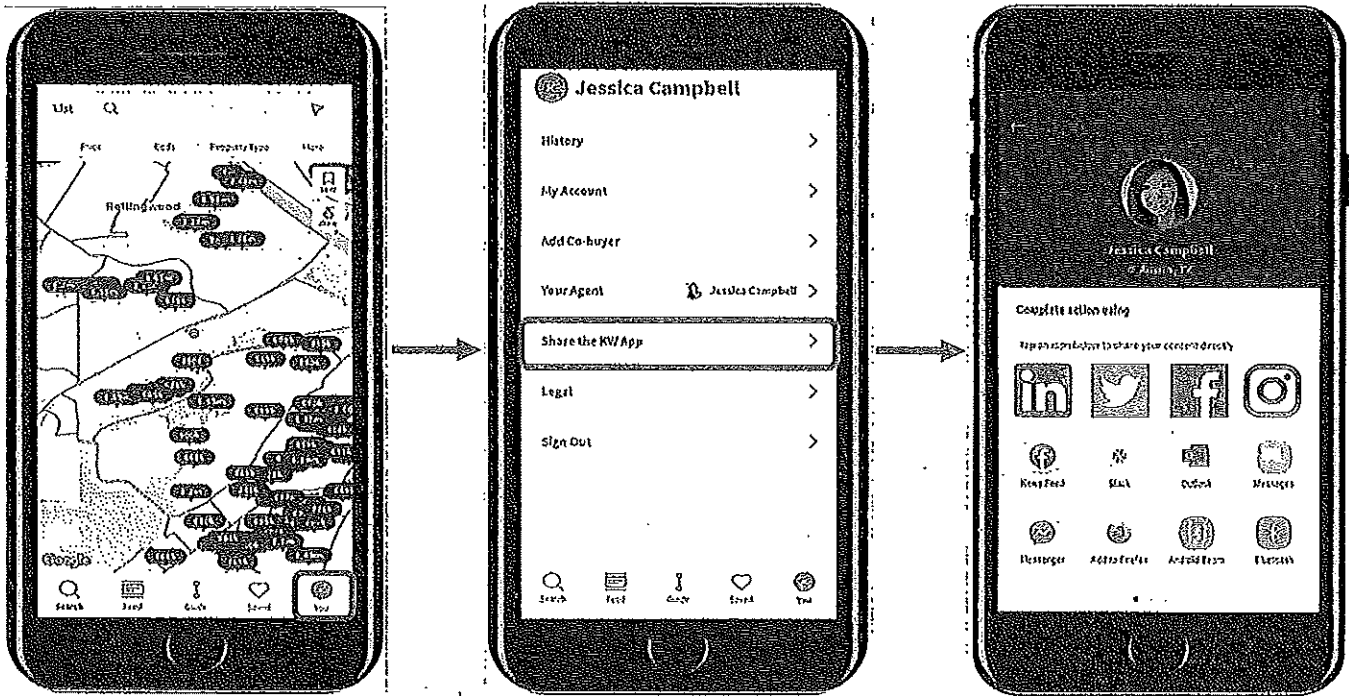
What numbers would you use to highlight your value proposition?

- _____
- _____
- _____

What credentials will you share in your Buyer Presentation?

- _____
- _____
- _____

Share Your KW App



- Get Started with the KW App on answers.kw.com
- KWConnect Tech Enabled Agent Page
- Chat with support using the ? in Command

What are the resources in your Market Center for help with the KW App?

The KW App

Part One: Customize Your Consumer Experience with the KW App

Instructions:

- Use this guide to map out the steps your clients will take during the buying and selling process.
- Print this guide for your seller process and again for your buyer process.
- Go to agent.kw.com and log in. ①
- Go to go.kw.com/appsetup to set up your personalized app. ②

BEFORE

To communicate with your clients, you first need to understand how people and transactions move through your business.

Use the space below to map the current flow of your business from a **buyer or seller lead up until the appointment.**

Example:
1. Decide to sell your home.



1. In which part of the transaction process do buyers and sellers need the most assistance or have the most questions?
2. What extra guidance can you provide to address those questions and concerns?



The KW App

Part One: Customize Your Consumer Experience with the KW App

DURING

What transactional milestones and customer service activities are important for your buyers and sellers once an Opportunity has been created in Command?

Use the space below to map the current flow of your business for **all stages of an Opportunity**.

Appointment:

Example:

1. Review the listing agreement.

Active:

Example:

1. Review offers.

Under Contract:

Example:

1. Home inspection.

Closed:

Example:

1. Close.



Consider:

1. In which part of the transaction process do buyers and sellers need the most assistance or have the most questions?
2. What extra guidance can you provide to address those questions and concerns?
3. Look at your listing presentation or buyer presentation. What transactional milestones do you want to include in your KW App Guide?

The KW App

Part One: Customize Your Consumer Experience with the KW App

AFTER

Consider what happens after a transaction closes. What do you want the client to see?

Use the space below to map the current flow of your business **after a transaction closes**.

Example:





1. Submit the signed closing disclosure to the Market Center.



Consider:

1. In which part of the transaction process do buyers and sellers need the most assistance or have the most questions?
2. What extra guidance can you provide to address those questions and concerns?

Turn Aha's into Achievement

 <p>How has your thinking changed?</p>	
 <p>What do you feel differently about? What was meaningful for you today?</p>	
 <p>How will your behaviors be different going forward? What actions will you take?</p>	
 <p>What tools, models, or systems will you use? How will they make you accountable?</p>	
<p>accountable?</p>	



YOUR GUIDE TO HOMEOWNERSHIP

Everything
you need to know
about buying
a **home.**

FIRSTNAME LASTNAME

KW DBA NAME | **Royals**
KELLERWILLIAMS. Realtors

BUYER CONSULT

INSTRUCTIONS PAGE

This buyer consultation template is designed for you to use and customize in the way that best serves your unique business, value proposition, market, etc. No matter what phase of the process you and your client are working through together, you can tailor this template to suit your needs, and theirs.

How? Simply delete the pages, parts, paragraphs, and passages that you don't need to use at the time, and adjust the table of contents to reflect your updates.

A few use cases:

Neighborhoods

You've had a conversation about your contact's needs prior to the full consultation.

You want to showcase the kind of knowledge you have or can gather in reference to different neighborhoods.

Keller Mortgage

Include this page whenever you like, but feel free to delete it when necessary or if Keller Mortgage is not available in your state.

Should you choose to include the page, you must keep the Affiliated Business Arrangement Disclosure at the end of the document.

Buyer Preference Profile Builder

You haven't had a detailed conversation with your client about their preferences and you need to document them.

You want to have the preferences conversation soon and you intend to send the consult in advance of your first meeting.

You want to leave it behind for the customer to mull over before nailing down their preferences.

How Buying a Home Works, Financing Your Future Home

You're working with a first-time home buyer.

Your buyer wants a refresh and/or a visual checklist.

You want to ensure that no matter what, your client has this information at their fingertips.

If you neglect to update and personalize the content included, your buyer guide will not be accurate. In sections where numbers are included, feel free to choose your best value story - your business, your market center's, Keller Williams Realty International, or all three. If you need assistance obtaining any of these numbers, please contact your market center leadership.

A custom
consultation
prepared with
care for

CLIENT
NAME



Royals
Realtors

kw DBA NAME
KELLERWILLIAMS.

Keller Williams Realty Market Center
123 Loren Lane | Spokane, Wa 99001



Compliments of
FIRSTNAME LASTNAME

yourwebsite.com
youremail@kw.com
www.kw.com
(555) 555-5555

Download my app: app.kw.com/xxxxx

TABLE OF CONTENTS

Your Dream Home

Your Preferences

Your Neighborhood

Buying 101

At Your Service

My Promise

Glossary

A SOUND DECISION



Investing in a home is one of the most important decisions you'll make. So much more than a roof over your head, your home is where life unfolds and memories are made, all while building a financial foundation for your future.

Deciding how you'll navigate your journey to homeownership is equally critical to the agent you work with. As someone who's been in your spot before, I'm familiar with what's cycling through your mind, and as a real estate agent, I've mastered the ins and outs of the buying process. When you work with me, you'll benefit from my experience, and together we'll work toward making sound, smart decisions for your future.

YOUR NEEDS COME FIRST

Your needs drive how and when we find your next home. From this day forward, everything I do will be motivated by your goals and how you imagine your life taking place in your new home. Once I get an understanding of where you see yourself, finding your dream home will move quickly, and with minimal interruption to your daily life.

Visualize your dream scenario for buying your home.

What's the one thing that has to happen to make that dream scenario a reality?

How can I make that happen for you?

Why is that important to you?

If we could add just one more thing to make this process even better, what would it be?

Why is that important to you?



MY APP: FINDING YOUR WAY HOME HAS NEVER BEEN SIMPLER

Guide

When middle-of-the-night questions come up or you want real-time information about the status of your transaction, Guide gives you the tools to anticipate and act on every step of the buying process. Paired with my expertise, you'll have everything you need to light your way home.

Search

Find your dream home in whatever way works best for you. Whether by neighborhood, school district, ZIP code, and more, my app has the tools to flex with your needs, even when your search extends nationally.

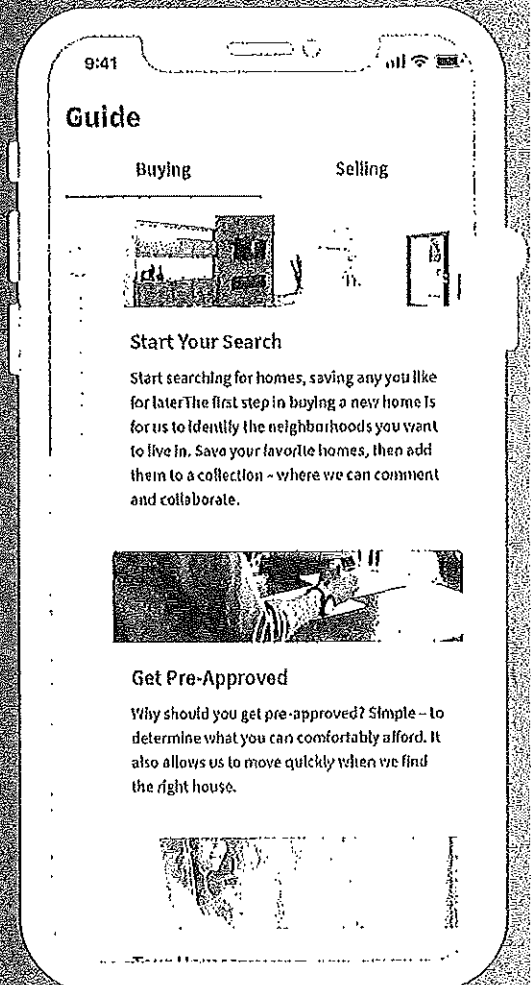
Neighborhoods

Get real-time stats on specific communities and go deeper to see what makes them tick. From the locals' favorite coffee shop to the book club that meets once a week, you'll get an idea of what it's like to actually live there.

Collections

Your search results will be filled with homes you want to save ... and some you'd rather forget. My app lets you "favorite" the homes you love and hide the ones you don't. Create Collections to organize your favorites so you can share and find them with ease and discuss with whomever you please.

My app makes achieving your homeownership goals more accessible than ever before. So much more than search, its industry-leading feature set and rich insights will prepare you to handle (and enjoy) the entire journey. Get to know my favorite features before you take it for a spin.



Ready to download my app?

Head to app.kw.com/000000

BUILD YOUR PREFERENCE PROFILE

**The what, the when,
the how - let's talk
about the best way to
get in touch.**

The Basics

Have you considered who
my main contact will be?

What timeline would you
like to strive for?

Have you looked into getting
pre-approved for a home loan?

Have you thought about the price
range you'd be comfortable with?

If I found a home today that
checked all of your boxes, could
you see yourself making a move
sooner rather than later?

**What is your favorite way
to receive information
or updates? Select all
that apply.**

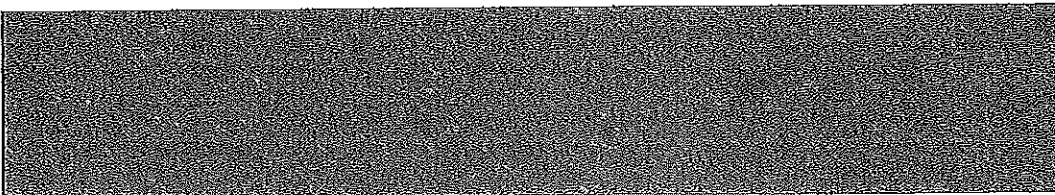
Email
Call
Text

**What is the best time
to reach you? Select
all that apply.**

Morning
Noon
Afternoon
Evening
Anytime

**As updates arise, how
often do you prefer to
be notified?**

ASAP
In a few hours
That day
Every few days



YOUR HOME WISH LIST

TO BEGIN

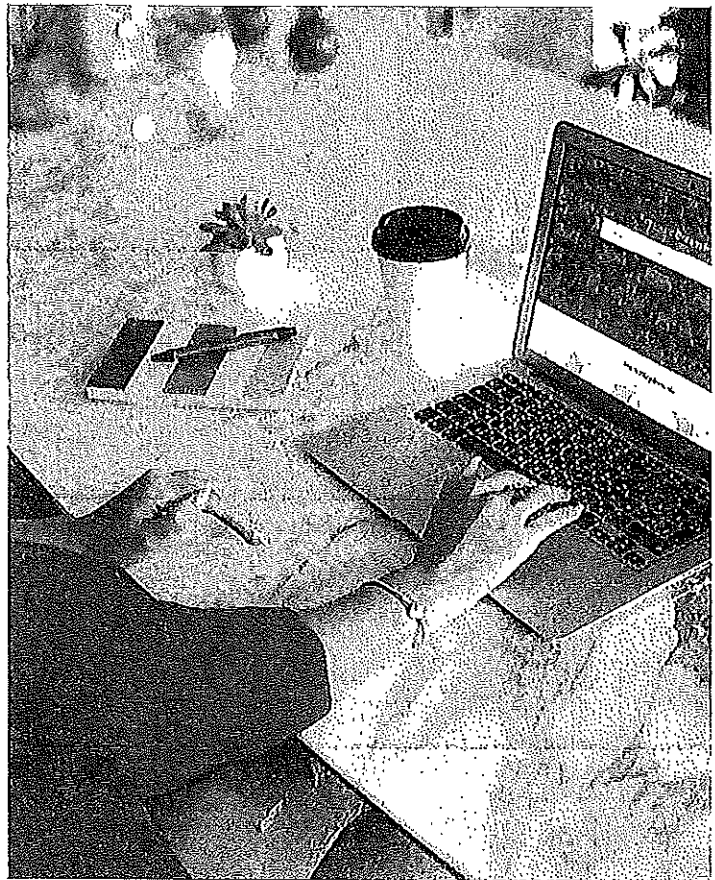
Who will be living in this home? Let's list adults, children, and pets that will inhabit the space.

What are the non-negotiables for your home?

If you had to name your top five non-negotiables, what would they be?

Beyond your top five needs, what is something you really want?

Do you have a preference for the year the house was built?

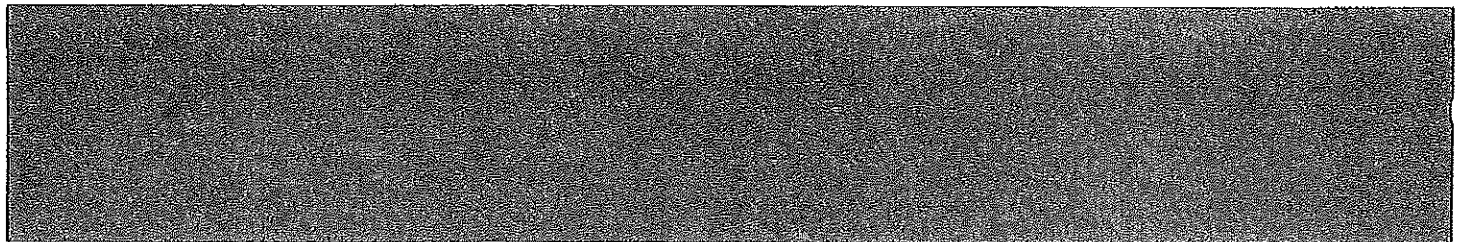


Do you want a house in move-in condition or are you willing to do some work on it?

When people visit your home, what do you want it to say about you?

Are there any specific features that would make your next house feel instantly like home?

Will you require any accessibility options?



YOUR HOME WISH LIST

EXTERIOR

What type of home are you looking for (e.g., single-family, condo, town house, etc.)?

Approximately what square footage would adequately cover your living space?

How many stories would you prefer?

What lot size are you looking for?

What architectural styles are you drawn to?

What type of exterior siding appeals to you?

Do you want a porch, deck, or both?

What are you looking for in terms of a garage (e.g., attached, carport, etc.)?

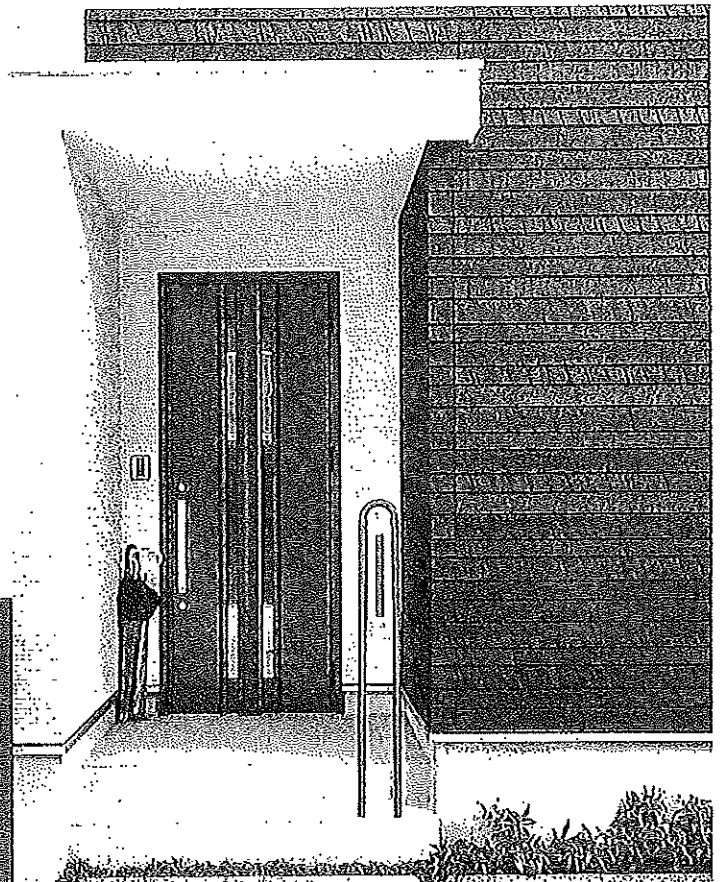
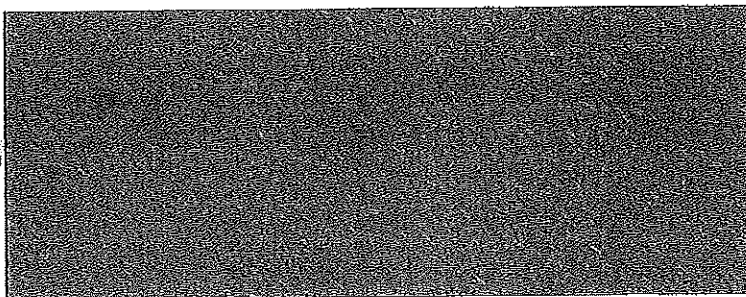
What type of driveway or vehicle entrance/exit will you require?

Do you want a swimming pool or a hot tub?

Are you looking for any structures such as a greenhouse or shed?

Do you need special outdoor arrangements for pets? (e.g., a dog run, fenced-in yard, etc.)

What other exterior features are important to you?



YOUR HOME WISH LIST

INTERIOR

What style do you envision for the interior of your home (e.g., formal, casual, cozy, traditional, minimalist, modern, etc.)?

What kind of floor plan do you prefer (e.g., open vs. walls or divided living spaces)?

In general, what are your preferences for the interior?

BATHROOMS

How many bathrooms do you need?

What are your needs for each of the bathrooms?

Will any bathroom need to serve a specific purpose (powder room, swimming pool access, fit for small children, accessibility specifications)?

BEDROOMS

How many bedrooms do you need?

How will each of those rooms be used?

What are your preferences for the master bedroom?

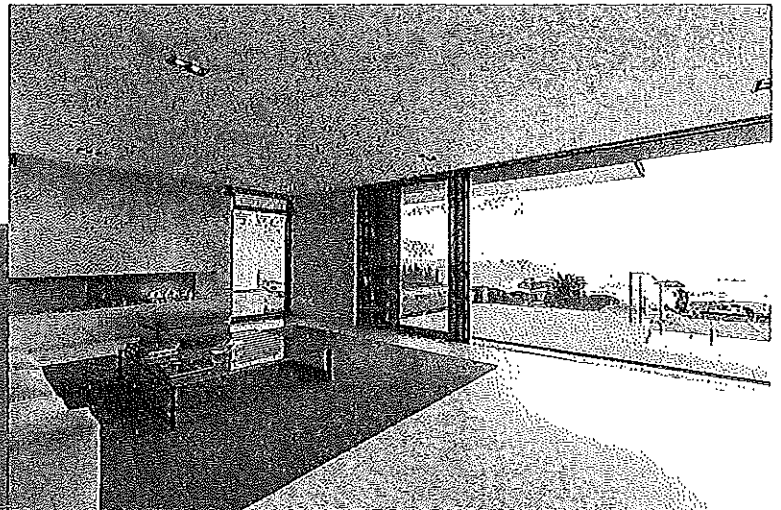
KITCHEN

What are your general preferences for the kitchen?

What features must your kitchen have (e.g., breakfast nook, types of appliances, etc.)?

What finishes do you like (e.g., countertops, flooring, cupboards, sink, appliances, etc.)?

Will your kitchen need to accommodate anything with custom measurements (beverage cooler, island, farmhouse sink, butcher block countertop)?



YOUR HOME WISH LIST

LIVING ROOM/FAMILY ROOM

What are your general preferences for your living and family room(s)?

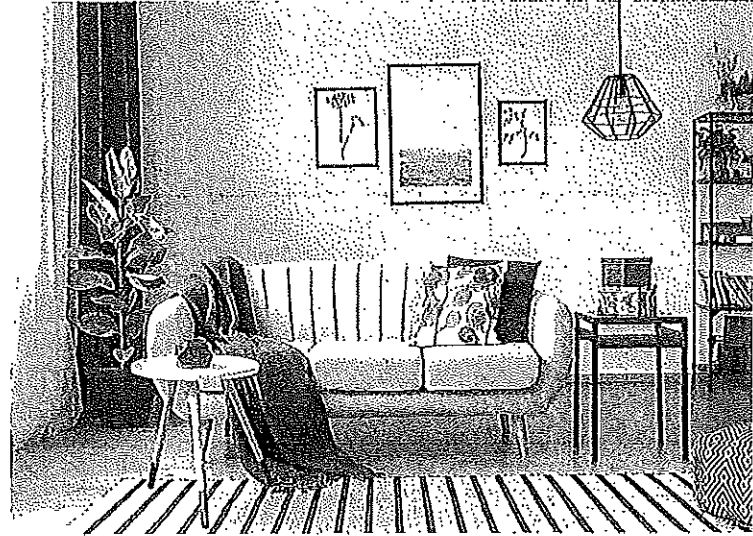
What size room(s) do you have in mind?

Do you prefer your living and family room(s) to be separate and intended for different purposes?

Do you want a fireplace?

What other living areas are you looking for? [e.g., playroom for children, studio, mud room]

What else do you see for living areas?

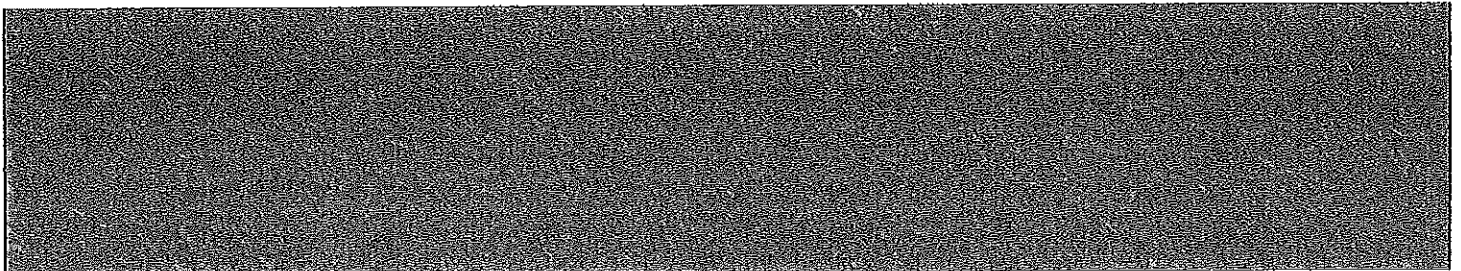


DINING ROOM

Would you like the dining room to be part of the kitchen configuration?

What about the living room - how should it be situated with regard to the dining room?

What size dining room table do you have? Is there other dining room furniture I should take into account?



YOUR NEIGHBORHOOD PREFERENCE

What neighborhoods or areas would you enjoy living in?

Are there any specific streets or characteristics in these neighborhoods you're drawn to?

If applicable, what school districts do you prefer?

Where do you work?

Where are your favorite places to shop? What other conveniences would you like nearby?

What do you like to do for fun? Are there any recreational facilities that you enjoy?

Any other considerations I should be aware of as we find your ideal neighborhood?

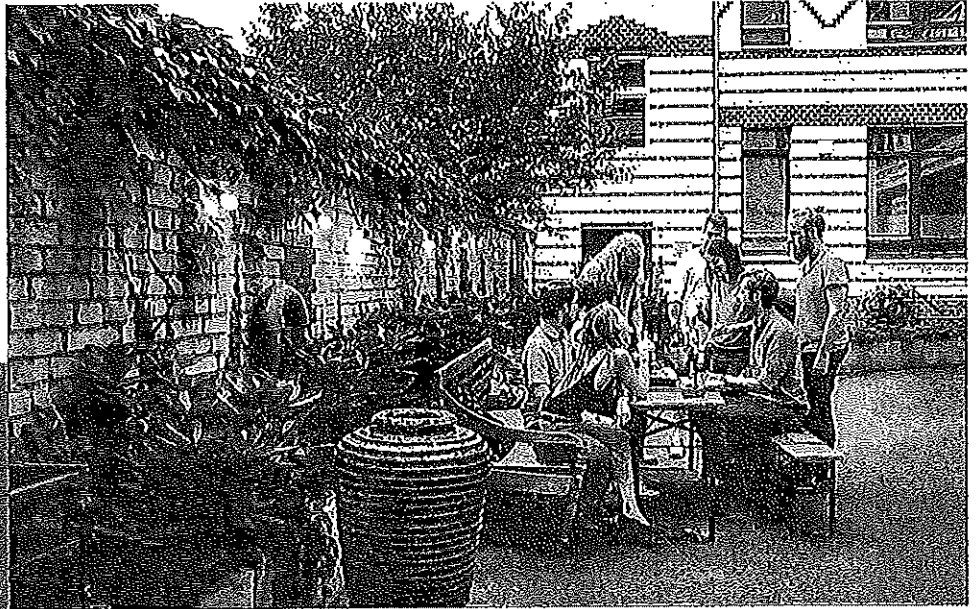
MAKE MY APP YOUR HOMEBASE

My hyper-filtered search extends nationwide, beyond the bounds of traditional MLS. With layers of options never experienced before, my app allows you to search by neighborhood and school district (or whatever works best for you) revealing the insights that matter most. Save searches, favorite homes, and collaborate. Get notifications whenever a good fit becomes available wherever you are.

Download my app here:
app.lw.com/xxxxx



GETTING TO KNOW THE NEIGHBORHOOD



Your neighborhood is an extension of your home. Neighbors, surroundings, and access to everyday things can and should factor into your decision. Based on what you've shared so far, I pulled real-time stats and insights to compare a few areas. Once we narrow down the neighborhoods you're most interested in, I'll send you information on homes that look like a good fit.

Always remember that you can search, save, and organize your favorites on my site, [\[your website URL\]](#).

MAP YOUR MOVE

When is the best time to buy?

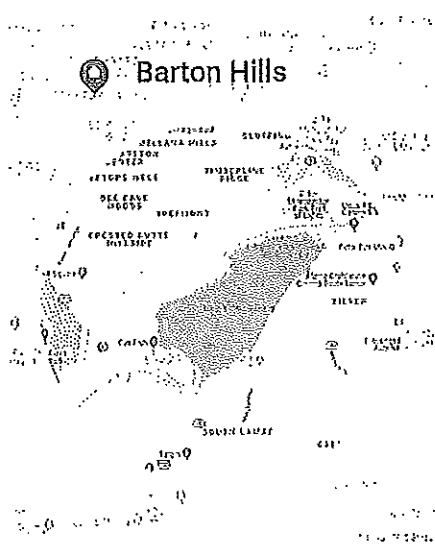
**There's only one right answer:
When you find a home that you love.**

Inventory and the economy will wax and wane, but when you find a house you can see yourself in, the timing is just right. Below, take a comparative look at neighborhoods with inventory that fits your preferences.

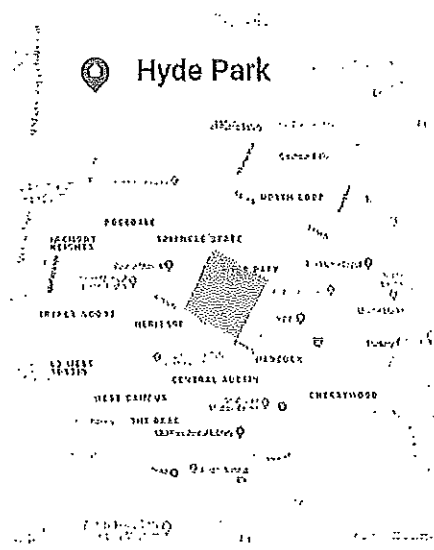


NEIGHBORHOOD INSIGHTS

Barton Hills



Hyde Park



Average Listing Price

Average Selling Price

Average Price/Sq. Ft.

Average # Days on Market

Total Active Listings

Total Pending Listings

School Ratings

Neighborhood Website

NOTES

HOW BUYING A HOME WORKS



1 PARTNER WITH AN AGENT

- Absorb their local insight
- Get to know neighborhood inventory levels
- See what's about to hit the market
- Gain access to off-market properties
- Review market averages
- Complete needs assessment

2 GET PRE-APPROVED FOR A LOAN

- Understand what you can afford
- Determine your monthly mortgage payment
- Understand your debt ratio
- Prepare for escrow
- Obtain a pre-approval letter

3 FIND YOUR NEW HOME

- Compare home and neighborhood averages, then narrow down the neighborhoods you want to live in
- Favorite homes and save them to collections
- Nix homes that don't meet the mark
- Schedule home tours and plan an itinerary with your agent
- Decide on your dream home

4 MAKE YOUR OFFER AND NEGOTIATE THE TERMS

- Review contract terms and time limit for offer
- Negotiate purchase price
- Choose a title company
- Shop home insurance options
- Prepare for down payment, earnest money
- Choose a target closing date
- Sign the offer
- Deliver escrow check
- Stay in close contact with your agent

5 UNDER CONTRACT

- Secure a home loan
*more details to follow
- Acquire home insurance and send proof to your lender. Keller Covered streamlines finding the best insurance to fit your needs
- Request a list of what conveys with the property
- Schedule home inspection and negotiate repairs
- Acquire a property disclosure from the seller
- Order an appraisal
- Neutralize contingencies. Input any contingencies that may be specific to your area
- Conduct a title search
- Choose your title company
- Schedule your closing
- Solidify both contract effective and allowable move-in dates
- Certify funds for closing
- Stay in close contact with your agent, lender, and title company

6 BEFORE YOU CLOSE

- Transfer funds for closing
- Reserve a moving company and set a moving date
- Change your address through USPS, your bank, and other instances
- Set up your utilities to be activated or transferred
- Confirm that all contingencies are resolved
- Schedule the final property walk-through
- Designate a safe, dedicated space to save your final paperwork
- Stay in close contact with your agent, lender, and title company

7 CLOSING DAY: WHAT TO BRING

- Connect with your lender to wire down payment funds. You'll need to cover the cost of closing and the down payment. Bring a printed confirmation of your wire transfer
- Government-issued Photo ID(s)
- Social Security numbers
- Home addresses from the last 10 years
- Proof of homeowner's insurance
- Your copy of the contract
- Your checkbook

8 CLOSING DAY

- Sign closing disclosure, promissory note, and all other documentation
- Title transfer
- Deed delivery
- Save your paperwork in your pre-designated spot
- Get your keys - congrats, it's all yours!

Stay in touch with your agent for current or future recommendations regarding your new home.

Use the Guide feature in my app to find step-by-step, on-demand information throughout your purchase.

FINANCING YOUR FUTURE HOME

HOME LOANS AT A GLANCE

- Get pre-approved for your loan
- Apply for a mortgage
- Get your home appraised
- Your loan goes through underwriting
You're cleared to close!

CONGRATS! YOU'RE APPROVED FOR A LOAN!

Follow these tips to protect your loan.

DO:

- ✓ Notify your lender of any address change, whether it's your home address or another listed on your application
- ✓ Notify your lender of any salary or wage changes
- ✓ Be prepared to provide proof of significant bank deposits
- ✓ Acquire homeowner's insurance immediately after going under contract
- ✓ Keep all forms of debt paid and in check

DO NOT:

- ✗ Make large purchases using existing credit without first talking to your lender
- ✗ Apply for or acquire any additional lines of credit
- ✗ Pay off, transfer, or close credit balances unless your lender instructs you to do so
- ✗ Change jobs without first talking to your lender
- ✗ Co-sign for another person seeking to obtain a line of credit or to make a purchase
- ✗ Pay off collections before conferring with your lender

HAVE-ON-HAND

- A month's worth of your most recent pay stubs
- Copies of your federal tax returns and W-2's from the last two years
- The names and addresses of your employers over the last two years, compiled into one list
- Last three months of bank statements
- A copy of your real estate agreement
- The names and addresses of your landlords over the past two years
- Divorce/separation decree
- Child support papers
- Bankruptcy, discharge of bankruptcy papers

AT YOUR SERVICE

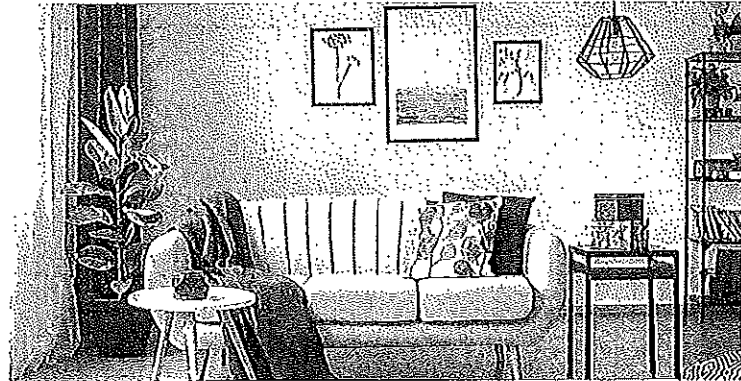
HOME LOANS MADE SIMPLE

Integrated with KW technology, Keller Mortgage makes for a swift, simplified experience that expedites the process so you can move into your new home, faster. Available exclusively through KW agents like me, you'll enjoy unprecedented savings on time and money.

The Pre-Approval, Perfected

Apply directly and digitally

Simplify and expedite the process



The Bottom Line

Working with a Keller Williams agent like me has its perks. Whether this is your first time securing a home loan, or it's your 15th and you're ready for a better alternative, look to Keller Mortgage for a modern-day mortgage solution.

The ZeroPlus Loan

A Keller Mortgage exclusive

Eliminate signing and lender fees

Shave off up to \$1,000 from
third-party costs

Enjoy super-low interest rates

*Keller Mortgage operates
in 49 states. Not currently
available in New York.*

REAL VALUE REAL EXPERTISE



FIRSTNAME LASTNAME
CEO and Founder
of Your Name Properties

CREDENTIALS

BA History
Univ. of Springfield

Board Member
Springfield Oving
Trust

Founder
Keys of Caring
Springfield

When you choose to work with me, you're partnering with a trained agent that has the backing of the world's largest real estate company, consisting of 180,000+ associates around the globe. That puts your search in the hands of the largest, most resourceful real estate network.

And, by choosing to partner with me and the Keller Williams family, you gain access to a suite of technology that keeps you informed and engaged with what's happening in the neighborhoods you're eyeing.

Keller Williams was built on a simple-yet-revolutionary principle: people are what matter most. To help cement this understanding, we've formalized a belief system that guides how we treat each other and how we do business.

WIN-WIN
or no deal

INTEGRITY
do the right thing

CUSTOMERS
always come first

COMMITMENT
in all things

COMMUNICATION
seek first to understand

CREATIVITY
ideas before results

TEAMWORK
together everyone
achieves more

TRUST
starts with honesty

SUCCESS
results through people

KW DBA NAME
KELLERWILLIAMS.

Keller Williams Realty Market Center
123 Loren Lane | Spokane, Wa 98001

Royals
Realtors

15 YEARS IN BUSINESS	268 TOTAL CLIENTS SERVED
61 REPEAT CLIENTS (23%)	40 CLIENTS SERVED IN 2019

MY COMPETITIVE ADVANTAGE

INDUSTRY INSIDER

Facilitator, negotiator, teacher, cheerleader, confidant - a good agent wears all the hats. In my years with Keller Williams, honing these skills has helped me develop relationships of value.

LOCAL EXPERT

I've become something of an area expert. Aside from knowing this market inside and out, being involved in the community has shown me what makes it unique. The personalities and the places, the new and the established, the good and that-which-has-seen-better-days - all feed my local knowledge and will help you when decision time comes.

TECH-ENABLED

Based on customer and agent feedback gathered from all over the world, we developed a suite of leading edge, customer-centric tools that work in your favor, complementing your experience for faster, best-in-class results. With a massive amount of data at my fingertips, I'm able to foresee even the smallest microtrend coming down the pike, giving you the full story before you proceed.

THE PROOF IS IN MY NUMBERS

85%

higher on average than market from contract to close

77#

days to find dream home

10#

days lower on average than market

\$85

closed sales volume

77#

closed sales transactions

56%

business earned from repeat customers and referrals

YOUR TRUSTED PARTNER



From the day you partner with me, and even past the day you step foot in your new home, consider me your dedicated real estate adviser. Whatever you need, I have the resources and expertise to guide your decisions. Throughout your transaction, you can come to me for both the little things and the important steps, like comprehensive home insurance and competitive financing - I have the inside edge on both.

After your purchase, ask me to recommend fully vetted service specialists or about how you can care for your home. Further down the road, should you ever want to sell, I'll be your trusted point person. You'll always have my number, and I'll always be ready to spring into action; just say the word!

"[Your Name] sold my condo in just 12 days. They went above and beyond to make sure all of my questions were answered and was in constant communication with me throughout the entire process. I would highly recommend Your Name to anyone looking for a world-class real estate agent!"

Lonnie, Client since 2008

"It was a joy to work with [Your Name] at Keller Williams. They made me feel at ease about the entire transaction. I've already recommended them to two of my friends, and they've had similar experiences as well! Your Name is simply the best."

Bob and Marcia, Clients since 2010

"[Your Name] is a professional, hands down. Not only do they know real estate, they know Springfield like the back of their hand. Before we even met to discuss Your Name selling my home, they had compiled a list of 15 interested buyers looking at our neighborhood. Our house sold in just 10 days. I am beyond satisfied with my experience with Your Name."

Lucy, Client since 2014

A PROMISE TO YOU



To serve the community as a leader in the real estate industry and as a friend and neighbor

To always do the right thing, even if it isn't what is easiest

To take care of your needs at the highest level through unparalleled professionalism and attention to detail. No request is too small

To serve as a trusted local expert and adviser by your side

To consistently and clearly communicate with you in the manner and frequency that you prefer

To treat you and your family with straightforwardness, integrity, and respect at all times

To answer your questions, ease your concerns, reduce your stress, and expertly handle the entire real estate transaction

To hold myself accountable to finding the perfect home for you - after all, that is what my business is built on

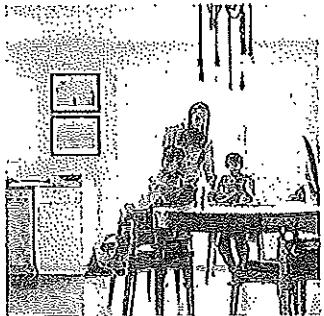
A PROMISE TO THE COMMUNITY

WE LIVE HERE, WE GIVE HERE



RED DAY

RED Day, which stands for Renew, Energize and Donate, is our annual day of service. Each year on the second Thursday of May, we celebrate RED Day as a part of our legacy worth leaving. Making a difference in the lives of others and bettering the communities that we serve lies at the heart of the Keller Williams culture.



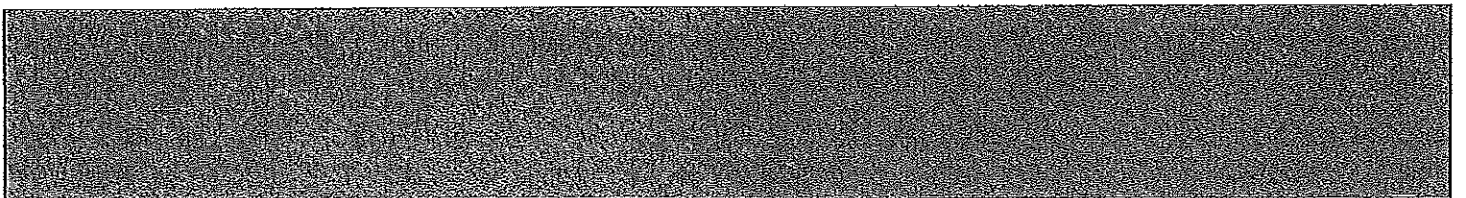
ENRICHING OUR COMMUNITY

Habitat for Humanity in [city name] embodies a value close to my heart: HOME. It's where the heart is and the more people who have a home, the more our community can thrive. Each year, I join forces with other like-minded folks and contribute what I can to ensure a strong future for the residents of our town.



YOUR COMMUNITY SERVICE

Habitat for Humanity in [city name] embodies a value close to my heart: HOME. It's where the heart is and the more people who have a home, the more our community can thrive. Each year, I join forces with other like-minded folks and contribute what I can to ensure a strong future for the residents of our town.



MY PROMISE

THE BOTTOM LINE

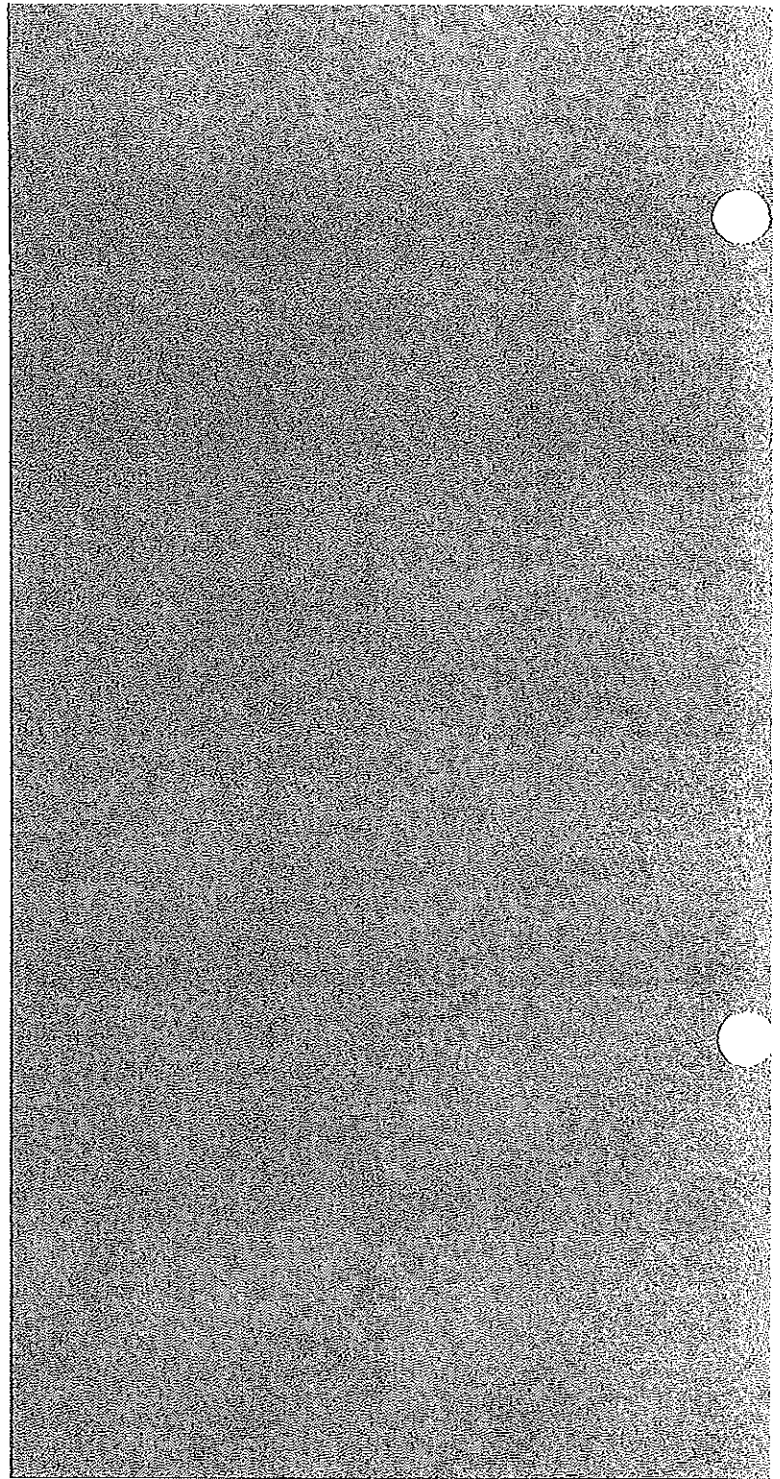
Real estate is complicated.

That's where I come in.

At the closing table, my goal is for you to feel that the purchase of your home exceeded all of your expectations, so throughout our interactions - from search to close - I'll work hard to achieve that goal.

When you choose me as your partner, you are not just getting a trusted, respected agent - you are getting a local expert who is passionate about serving our community and those who call it home.

Let's get started.



COMMONLY USED TERMS

ANNUAL HOUSEHOLD INCOME

Collective income from everyone in your household before taxes or other deductions are taken, investment income or dividends, Social Security benefits, alimony, and retirement fund withdrawals.

APR

APR refers to the annual percentage rate, which is the interest rate you'll pay expressed as a yearly rate averaged over the full term of the loan. APR includes lender fees in the rate, so it's usually higher than your mortgage interest rate.

APPRAISAL

A written justification of the price paid for a property, primarily based on an analysis of comparable sales of similar homes nearby.

APPRAISED VALUE

An opinion of a property's fair market value, based on an appraiser's knowledge, experience, and analysis of the property. Since an appraisal is based primarily on comparable sales, and the most recent sale is the one on the property in question, the appraisal usually comes out at the purchase price.

CLOSING COSTS

Generally 2 to 5 percent of the purchase price include lender fees, recording fees, transfer taxes, third-party fees such as title insurance, and prepaids and escrows such as homeowner's insurance, property taxes, and HOA fees.

CLOSING DISCLOSURE

A document that provides an itemized listing of the funds that were paid or disbursed at closing.

DEED

The legal document conveying title to a property.

DOWN PAYMENT

A cash payment of a percentage of the sales price of the home that buyers pay at closing. Different lenders and loan programs require various down payment amounts such as 3 percent, 5 percent, or 20 percent of the purchase price.

EARNEST MONEY DEPOSIT

Also known as an escrow deposit, earnest money is a dollar amount buyers put into an escrow account after a seller accepts their offer. Buyers do this to show the seller that they're entering a real estate transaction in good faith.

ENCUMBRANCE

Anything that affects or limits the fee simple title to a property, such as mortgages, leases, easements, or restrictions.

EQUITY

A homeowner's financial interest in a property. Equity is the difference between the fair market value of the property and the amount still owed on its mortgage and other liens.

ESCROW

Putting something of value, like a deed or money, in the custody of a neutral third party until certain conditions are met.

HOMEOWNERS ASSOCIATION FEE (HOA)

A fee required when you buy a home located within a community with an HOA that typically pays for maintenance and improvements of common areas and may include the use of amenities.

HOMEOWNER'S INSURANCE

Insurance that provides you with property and liability protection for your property and family from damages from a natural disaster or accident. Lenders usually require borrowers to buy homeowner's insurance.

HOME WARRANTY

A contract between a homeowner and a home warranty company that provides for discounted repair and replacement service on a home's major components, such as the furnace, air conditioning, plumbing, and electrical systems.

LENDER FEES

Part of the closing costs of a home purchase and may include an application fee, attorney fees, and recording fees. The lender's underwriting or origination fee is usually 1 percent of the loan amount.

LOAN TYPES

Mortgages have different terms ranging from 10 to 30 years and are available with fixed or adjustable interest rates. Your lender can discuss down payment, insurance, credit requirements, and other specifics of various loan types.

MONTHLY DEBT

The minimum payment on credit card debt; auto, student, and personal loan payments; and alimony or child support. Rent or mortgage for a property that you will pay after your home purchase must also be included.

MORTGAGE

A loan from a bank, credit union, or other financial institution that relies on real estate for collateral. The bank provides money to buy the property, and the borrower agrees to monthly payments until the loan is fully repaid.

MORTGAGE INSURANCE

Insurance that protects the lender and repays part of the loan if the borrower defaults and the loan can't be fully repaid by a foreclosure sale. Usually required on loans with less than a 20 percent down payment.

PROPERTY TAXES

Typically imposed by local governments on real property including residential real estate. The tax rate can change annually, and the assessed value of your property is usually recalculated annually.

PREPAIDS

Prepays are expenses paid at the closing for bills that are not technically due yet, such as property taxes, homeowner's insurance, mortgage insurance, and HOA fees.

THIRD-PARTY FEES

Any closing costs charged by someone other than your lender, typically including fees for an appraisal, a property survey, a title search, owner's and lender's title insurance, and sometimes an attorney.

Here's how you can
get in touch with me

123 Street Drive
City, ST 000000

(555) 555-1234 (O)
(555) 555-0000 (C)
(555) 555-1111 (F)

youremail@kw.com
yourwebsite.com
My app: app.kw.com/xxxxx

kw DBA NAME
KELLERWILLIAMS

Keller Williams Realty Market Center
123 Lorem Lane | Spokane, WA 99001

Royals
Realtors

kw

Note: This page must be included should you use the Keller Mortgage page.

Affiliated Business Arrangement Disclosure

TO

DATE

FROM

This is to give you notice that [PLACEHOLDER], with which your agent is affiliated, has a business relationship with Keller Mortgage, LLC (Keller Mortgage). Certain officers, directors, and owners of Keller Williams Realty, Inc. ("KWRI"), our franchisor, have indirect ownership interests ranging from an estimated 1 to 44 percent in Keller Mortgage. Because of this relationship, this referral may provide KWRI and/or officers, directors, or owners of KWRI a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale, or refinance of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.

Provider (settlement services): Keller Mortgage, LLC (mortgage loan) Range of charges: Loan Origination Fee 0 to 2% of loan amount, Application Fee 0 to \$500 & Loan Discount Fee/Points 0 to 3% of loan amount. The Loan Discount Fee/Points are affected by the interest rate on your loan and may be higher if your interest rate is below market. In addition, the lender may require that you pay for services of an attorney, credit reporting agency, or real estate appraiser chosen.

SIGNATURE

SIGNATURE

Email Template-send over with offer

(include the following documents when you send to agent-

Pre-approval letter, purchase agreement, property inspection contingency addendum, disclosures-dpor, aicuz, lead, poa/condo if applicable, selling firm brokerage notice)

Good Evening John!

Thank you for allowing me to show your listing at 123 Main Street. My client's love the home!! Attached is their offer, but it summarizes as follows:

\$299,000 VA Loan/ \$1000 EMD

Seller to pay 3% (\$8,970) towards buyers settlement costs to be used at buyer's discretion

Termite moisture-within 15 days-1% cap-buyer chooses, seller pays

Home inspection-within 15 days

Closing date on of before 9/5/2020

Items to convey-electric range, microwave, dishwasher, refrigerator, washer, dryer, trash can, recycle bin, all fans, all smoke detectors, fireplace/screen/doors/gas logs, garage door opener and all remotes.

Please let me know if you have any questions. We look forward to hearing from you!

Warm regards,

Purchase Requirements Checklist

Address _____

Agent Name _____

Forms Review and Order for Submission

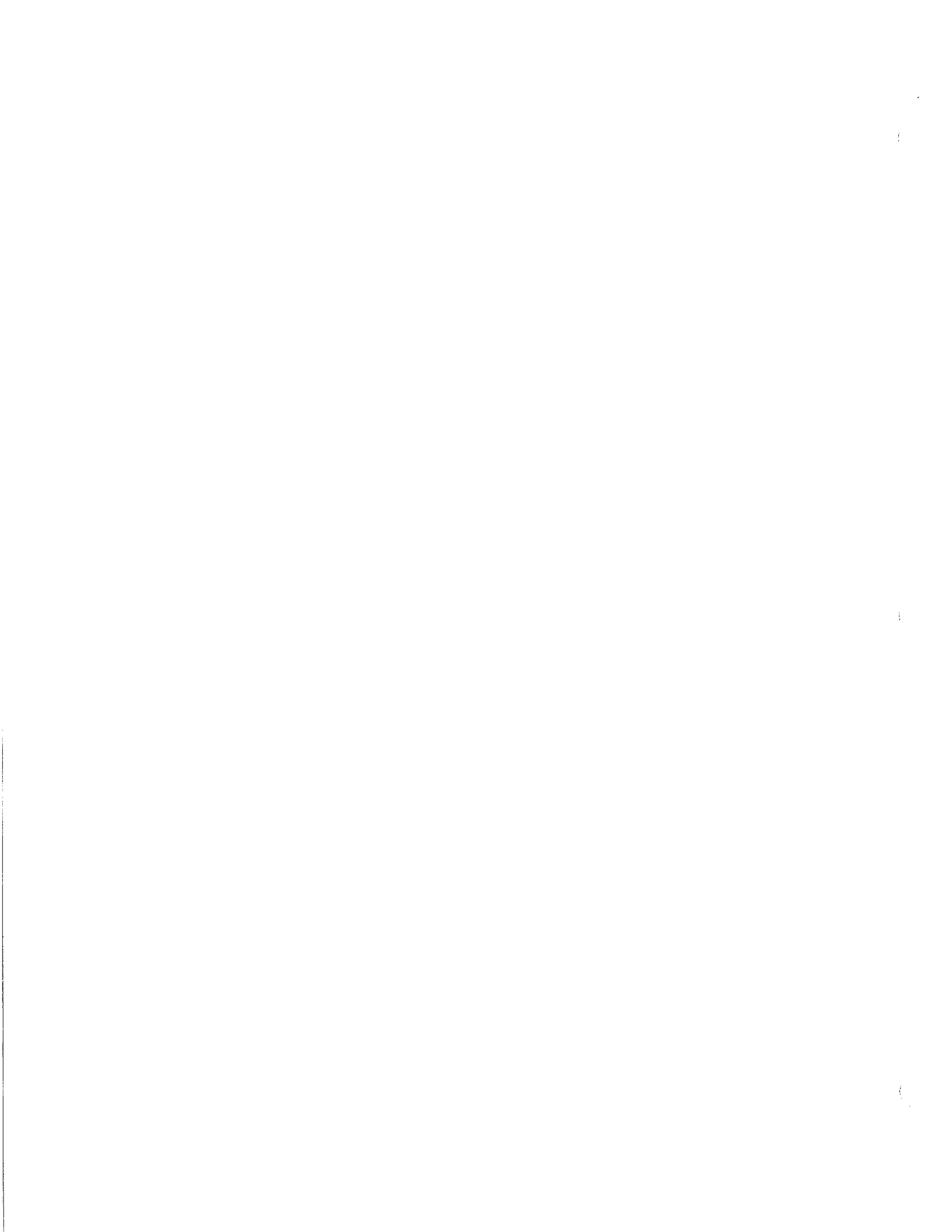


	1	MLS Printout (Agent Full) MLS #: _____ Area: _____ Sub: _____
	2	Pre-Approval Letter or Proof of Funds
	3	Copy of EMD Form or Wire Confirmation
	4	Purchase Agreement
	5	PICA - Property Inspection Contingency Addendum (PAA7)
	6	CDIF - Consumer Disclosure Information Form
	7	Buyer Representation Agreement (if you have the buyer)
	8	Selling Firm Brokerage Fee Notice or Short Sale Brokerage Fee Notice
	9	Lead Base Paint Disclosure (LEAD-1) (IF BUILT PRIOR TO 1978)
	10	AICUZ - Military Air/Noise Disclosure (REQUIRED IF PROPERTY IS LOCATED IN NORFOLK, CHESAPEAKE, VIRGINIA BEACH, OR HAMPTON)
	11	DPOR - Residential Property Disclosure Statement
	12	KWCVC Advertising Agreement Disclosure
	13	Title Alliance Affiliate Disclosure (ABA) - (REQUIRED IF YOU HAVE THE BUYER)
	14	Summary of Rights and Obligations of Sellers and Purchasers (CH7) (REQUIRED IF YOU HAVE THE BUYER)
	15	No Physical Inspection Addendum (NPIA) - (REQUIRED IF BUYER HAS NOT PHYSICALLY BEEN IN THE HOUSE)

Other Documents to Submit (If applicable)

	15	Short Sale Addendum to Purchase Agreement (SS-PA)
	16	Condo and/or Property Owners Association Disclosure
	17	W9 & Referral Agreement
	18	Additional Document(s):
	19	Additional Document(s):
	20	Additional Document(s):

ALERT: NA or Missing Forms Notes



44 4. **SETTLEMENT EXPENSES:** Except as otherwise stated below, Seller shall pay (i) all expenses of deed preparation,
45 the grantor's tax on the deed, appraiser reinspection fees, and all expenses, if any, for removal of title defects and
46 (ii) those fees charged by lender for the specified financing which, by law, Buyer is not permitted to pay. Except as
47 otherwise stated herein, all expenses incurred by Buyer in connection with this purchase, including without limitation,
title examination fees and title insurance premiums, survey costs (including elevation certificate if required by lender),
50 insurance premiums, discount points (unless prohibited by law), prepaids, recording costs and fees of Buyer's
51 attorney or settlement agent, shall be paid by Buyer. The amount of seller contributions to Buyer's expenses, if any,
52 shall be inclusive of those fees charged by lender for specified financing which, by law, Buyer is not permitted to
53 pay. Any agreed upon seller contributions to Buyer's expenses shall not include any compensation, commission,
54 fees, charges or other amounts payable to Selling Firm unless such payment is specifically agreed to in writing by
Seller in this Agreement.

55 **SELLER TO CONTRIBUTE 3% OF PURCHASE PRICE TO BUYER FOR CLOSING COST NOT LIMITED TO DISCOUNT**
56 **POINTS, PREPAIDS, INSURANCE, BROKER/ADMIN FEES, SURVEY, WARRANTIES OR TO BE USED AT THE BUYERS**
57 **SOLE DISCRETION AS PERMITTED BY THE LENDER.**

58 **5. DEPOSIT:**

59 A. Unless otherwise agreed in writing by Buyer and Seller, if the Deposit is received by Escrow Agent prior to the
60 Ratification Date, the Escrow Agent shall place the Deposit in an escrow account by the end of the fifth (5th)
61 business banking day following the Ratification Date. If the Deposit is received by the Escrow Agent after the
62 Ratification Date, the Escrow Agent shall place the Deposit in an escrow account by the end of the fifth (5th)
63 business banking day following Escrow Agent's receipt of the Deposit. If Escrow Agent is the Listing Firm or the
64 Selling Firm, the Deposit shall be held and applied in conformity to the Regulations of the Virginia Real Estate
65 Board. Escrow Agent may place the Deposit in an interest-bearing account. All interest, if any, which accrues
66 with respect to the Deposit, shall become the sole and exclusive property of Escrow Agent. Buyer and Seller
67 waive any and all right or entitlement to such interest.

68 B. The Deposit shall remain in escrow until settlement or termination. In the event that the transaction does not
69 close, Escrow Agent shall hold the Deposit in escrow until (i) Buyer and Seller have agreed in a written
70 agreement as to the disposition of the Deposit and the Deposit shall be returned to the agreed-upon party as
71 provided in such written agreement; (ii) the Deposit is successfully interpleaded into a court of competent
jurisdiction pursuant to this section; (iii) a court of competent jurisdiction orders such disbursement of the
74 Deposit; or (iv) the Escrow Agent releases the Deposit to the principal to the transaction who is entitled to receive
75 the Deposit in accordance with the clear and explicit terms of this Agreement. Except as provided in the clear
76 and explicit terms of this Agreement, Escrow Agent shall not be required to make a determination as to the party
entitled to receive the Deposit.

77 At the option of a broker, written notice may be sent by the broker that release of such funds shall be made
78 unless a written protest is received from the principal who is not receiving the funds by such broker within 15
79 days of the date of such notice. Notice of disbursement shall be given to the parties to the transaction in
80 accordance with the Agreement.

81 C. If the Property is foreclosed upon while this Agreement is pending, the terms of Section 54.1-2108.1 of the Code
82 of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this
83 Agreement, and absent any default by Buyer, the Deposit shall be disbursed to Buyer.

84 **6. LOAN APPLICATION / LOAN DENIAL / INTENT TO OCCUPY:**

85 **A. LOAN APPLICATION:**

86 i. Unless otherwise indicated below, within seven (7) days of ratification of this Agreement, Buyer shall apply
87 for the specified financing from _____ (Name of Lender)
88 and authorize and pay for a credit report, appraisal or other requirements of such lender. If this Agreement
89 is contingent on any inspection of the Property in paragraph 14D, the deadline for Buyer to authorize the
90 lender to order the appraisal is extended to three (3) days after removal of the Property Inspection
91 Contingency. Should Buyer wish to change lenders, Buyer must obtain written permission from
92 Seller.
93
94
95

97 ii. Buyer shall, promptly, diligently and in good faith, undertake each and every action necessary to obtain such
98 financing. Buyer's failure to do so shall constitute a default of this Agreement. Except as otherwise provided
99 in the Agreement, Buyer shall pay all costs associated with obtaining the financing. Buyer's failure to have
100 available for settlement the cash required by this Agreement, including but not limited to down payment,
101 closing costs, and prepaids, shall constitute a default of this Agreement.

102 Buyer has the responsibility to lock in the interest rate and discount points with respect to such loan(s).

103 iii. Buyer authorizes lender to keep Listing Firm and Selling Firm apprised of progress and status of loan
104 approval, including verification that appraisal has been authorized by Buyer and confirmation of receipt of
105 the appraisal. Should the appraisal indicate an appraised value less than the Purchase Price and/or require
106 repairs, Buyer instructs lender to deliver a copy of the appraisal, applicable portions of the appraisal or
107 affidavit as to value and/or repairs, to Listing Firm upon Seller's request.

108 iv. Buyer's failure to comply with the provisions of paragraph 6A shall constitute a default of this
109 Agreement and Seller shall have the right to terminate this Agreement.

110 B. **LOAN DENIAL:** Buyer authorizes lender to notify Seller, Listing Firm and Selling Firm of loan or
111 assumption denial. If Buyer's loan or assumption application is denied, Buyer shall, within three (3) days of
112 any communication of denial to Buyer, provide written notice of such denial to Seller, Listing Firm and Selling
113 Firm. At Seller's request, Buyer shall provide Seller a copy of the lender's denial notice and any additional
114 documentation confirming the validity of such loan denial as is reasonably requested by Seller. Provided that
115 such denial was not the result of Buyer's default, including Buyer's failure to act in good faith to obtain the
116 financing or failure to have available for settlement the cash required by the terms of this Agreement, either
117 Buyer or Seller shall have the right to terminate this Agreement. In the event of such termination: (i) all parties
118 shall execute the appropriate release agreement; (ii) the Deposit shall be refunded to Buyer in accordance with
119 paragraph 5B of this Agreement; and (iii) no party to this Agreement shall have any further rights against or
120 obligations to any other party to this Agreement. Buyer's failure to send the written notice of denial within such
121 three (3) day time period shall constitute a default under this Agreement. Seller may terminate this Agreement
122 in the event of Buyer's default for failure to send the written notice of denial or in the event that loan denial was
123 the result of Buyer's default. The rights and remedies set forth in this paragraph shall be in addition to the rights
124 and remedies specified in paragraph 18.

125 C. **INTENT TO OCCUPY:** Buyer DOES / DOES NOT intend to occupy the Property as Buyer's principal
126 residence.

127 7. REPRESENTATIONS:

128 A. Unless otherwise specified in this Agreement, Buyer represents that neither this Agreement nor the financing is
129 dependent or contingent on the sale, settlement, lease or refinancing of other real property.

130 B. Buyer acknowledges that Seller is relying upon all of Buyer's representations, including, without limitation, the
131 accuracy of the financial information given by Buyer to Seller, Selling Firm or Listing Firm. If Buyer makes any
132 deliberate misrepresentation or material omission which results in Buyer's inability to obtain approved financing
133 then Buyer shall be deemed to be in default. Except as provided in paragraph 6B, Buyer shall notify Seller,
134 Listing Firm and Selling Firm in writing within three (3) days of Buyer's actual notice of the occurrence of any
135 material adverse change in Buyer's financial condition which prevents Buyer from obtaining the specified
136 financing under this Agreement. Buyer's failure to give notice of the material adverse change required above
137 shall constitute a default under the terms of this Agreement. Within three (3) days of receipt of written notice of
138 the material adverse change from Buyer, Seller shall notify Buyer in writing of Seller's election to: (i) proceed to
139 closing based upon a modification to this Agreement acceptable to Seller and Buyer; (ii) require that Buyer
140 deliver an acceptable First Right of Refusal Agreement; or (iii) terminate this Agreement. The rights and
141 remedies set forth in this paragraph shall be in addition to the rights and remedies specified in paragraph 18.

142 C. Except as expressly provided below, Seller represents that Seller (i) owns good and marketable fee simple title
143 to the Property, (ii) has the right to transfer the Property without obtaining the consent or approval of any other
144 party, including, without limitation, judgment creditors, lienholders, or other lenders, or any court including
145 bankruptcy court or court having jurisdiction with respect to the distribution of marital property, (iii) if necessary,
146 has or will have sufficient cash or other liquid funds to make any payments required to be made in order to pay
147 all brokerage fees due and transfer the Property without any liens attaching to the Property, and (iv) will be in a
148 position to transfer title to the Property to Buyer free and clear of all liens, leases and tenancies except as
149 expressly provided in this Agreement. Seller further represents and warrants that this Agreement is the valid and
150 binding obligation of Seller and that the party executing this Agreement on behalf of the Seller (in the event
151 Seller is not an individual) has the authority to execute and deliver this Agreement on behalf of the Seller.

152 **Exceptions:**

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157 **D.** Except as noted below, Seller represents and warrants that Seller is not a nonresident alien, foreign estate,
158 foreign trust, foreign partnership or foreign corporation as those terms are defined in the Internal Revenue Code
159 and applicable United States Treasury Regulations, including Internal Revenue Code Sections 1445 and 1446.
160 Buyer understands that if the Seller is a nonresident alien, foreign estate, foreign trust, foreign partnership or
161 foreign corporation as those terms are defined in the Internal Revenue Code and applicable United States
162 Treasury Regulations, including Internal Revenue Code Section 1445 and 1446, Buyer may be responsible for
163 collecting and filing tax withholding on Seller's behalf as required under such regulations. Legal counsel should
164 be consulted.
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167 **E.** Seller also represents and warrants that (Check appropriate box):

- 168 The Property is not served by an onsite septic system.
- 169 The Property is served by an onsite septic system that is not subject to a waiver.
- 170 The Property is served by an onsite septic system that has been granted a waiver which is not
171 transferable to Buyer. Buyer has received from Seller the Disclosure Regarding Validity of Septic
172 System Operating Permit as required by §32.1-164.1:1 of the Code of Virginia, a copy of which is
173 attached to this Agreement. A copy of the Onsite Sewage (Septic) Addendum is attached and shall
174 become a part of this Agreement.
- 175 Other (enter the applicable exemption for transfer subject to waiver pursuant to §32.1-164.1:1.C. of
176 the Code of Virginia) _____

177 **F.** If any representation by Seller is materially untrue, Seller shall be deemed to be in default under the terms of
178 this Agreement and Buyer shall have the right to terminate this Agreement, whereupon the Deposit shall be paid
179 to Buyer, in accordance with paragraph 5B, and Buyer shall have all of its rights as the non-defaulting party
180 under paragraph 18. Additionally, if settlement does not occur as a result of Seller's misrepresentations and
181 Buyer incurs any expense relative to appraisal and property inspection, Seller will be deemed liable for such
182 expense and Buyer may, in addition to its other rights under this Agreement, recover such expense, including
183 reasonable attorney's fees, from Seller.
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186 **8. SETTLEMENT / POSSESSION:** Settlement to be on or before _____ ("Settlement
187 Date"). The Settlement Date may be extended by 10 days (if blank, the parties deem the extension
188 to be 10 days) solely for the purpose of:

- 189 i. processing and closing the specified loan in compliance with applicable law and/or
- 190 ii. correcting any defects reported by a title examiner.

191 **The Settlement Date shall be deemed to include any extension ONLY as provided for in (i) or (ii) above. If**
192 **through no fault of Seller settlement has not occurred by the Settlement Date, then Seller, at Seller's option, may**
193 **terminate this Agreement by written notice to Buyer. If through no fault of Buyer settlement has not occurred by the**
194 **Settlement Date, then Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller. Nothing**
195 **contained herein shall be construed to limit, in any way, any other legal remedy or right Seller, Buyer, Listing Firm**
196 **and/or Selling Firm may have for either party's failure to close on or before Settlement Date or at any time thereafter.**
197 **Possession of the Property shall be given at settlement unless otherwise agreed to in writing by Buyer and Seller.**
198 **At settlement, Seller shall execute and deliver (i) the Deed (defined below), (ii) a mechanic's lien affidavit acceptable**
199 **to Buyer's title insurance company and (iii) such certificates or agreements as may be required by state and federal**
200 **authorities for tax and residency purposes. Seller and Purchaser agree to release and hold harmless Listing Firm,**
201 **Selling Firm, the officers, directors and employees, and any real estate broker or salesperson employed by or**
202 **affiliated with the Listing Firm or Selling Firm from any delay or expense caused by such delay in settlement due to**
2 **regulatory or legal requirements.**

Choice of Settlement Agent: Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that the Buyer has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the Buyer will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the Property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the Buyer is entitled to receive a copy of these guidelines from the settlement agent, upon request, in accordance with the provisions of Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

Buyer and Seller each authorize their respective attorneys, lenders and/or the settlement agent, to furnish prior to the Settlement Date to all parties including, Listing Firm and Selling Firm, complete copies of the draft and final closing disclosure/settlement statement for the sale of the Property, including the HUD-1 settlement statement, the TILA-RESPA settlement statement, the ALTA settlement statement combined, the Seller Closing Disclosure (Seller's CD) and/or the Buyer's Closing Disclosure (Buyer's CD).

9. DEED AND TITLE:

A. Except as expressly provided in writing, representations and warranties made by Seller herein and all other provisions of this Agreement shall be deemed merged into the deed delivered at settlement and shall not survive settlement, unless otherwise provided herein. Seller shall convey marketable and insurable title to the Property by general warranty deed, unless otherwise specified below, subject to any easements, covenants and restrictions of record, which do not adversely affect the use of the Property for residential purposes. Title to the Property shall be conveyed (i) free and clear of all liens, tenancies and encumbrances of every kind except those stated herein, and (ii) with marketable and insurable access to a publicly dedicated road.

B. Buyer will be required to purchase a lender's title insurance policy if the Buyer is obtaining a loan secured by the Property. Buyer may, at Buyer's expense, purchase an owner's title insurance policy which insures Buyer's title to the Property, subject to the terms of such policy. The coverage afforded by such title insurance would be governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title insurance coverage will be determined by its coverage and the title insurer. Buyer may purchase either "standard" or "enhanced" coverage which coverages have differing rates. Buyer authorizes Buyer's lender(s), if any, to include a quote for a premium for an owner's title insurance policy in the Loan Estimate based on enhanced coverage. Buyer understands that nothing in this Purchase Agreement obligates Buyer to obtain any owner's title insurance coverage at any time, including at Closing, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer. Buyer should consult Buyer's attorney with respect to obtaining owner's title insurance.

C. Buyer, at Buyer's expense, WAIVES/ DESIRES a survey and, if appropriate, elevation certificate of the Property by a licensed surveyor. Notwithstanding the foregoing, in the event Buyer's lender and/or title company requires a survey and/or an elevation certificate, Buyer shall, at Buyer's expense, obtain such survey and/or elevation certificate prior to settlement.

255 **10. PRORATIONS / ESCROW:**

256 **A.** If new financing, or cash sale, all real property taxes, insurance, rents, interest, and appropriate homeowner's
257 association and/or condominium fees or dues and other reserves and assessments shall be prorated as of
258 Settlement Date.

259 **B.** If an assumption, all real property taxes, all insurance (if allowed), rents, interest, and appropriate homeowner's
260 association and/or condominium fees or dues and other reserves, if any, shall be PRORATED or CURRENT
261 AND TRANSFERRED GRATIS as of Settlement Date.

262 **11. VA/FHA/CONVENTIONAL FINANCING OR CASH CONTINGENCY:** If noted below, Buyer's obligations under this
263 Agreement are conditioned upon the applicable contingency: (Check A, B, C or D, as applicable)

264 **A. VA FINANCING:** It is expressly agreed that, notwithstanding any of the provisions of this Agreement, Buyer
265 shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the
266 Property described by the Agreement if the agreed purchase price or cost exceeds the reasonable value of the
267 Property established by the Veterans Administration. Buyer shall, however, have the privilege and option of
268 proceeding with the consummation of this Agreement without regard to the amount of the reasonable value
269 established by the Department of Veterans Affairs. The Veteran Buyer certifies that Buyer intends to occupy the
270 Property as Buyer's primary residence.

271 **B. HUD/FHA FINANCING:** It is expressly agreed that, notwithstanding any other provisions of this Agreement,
272 Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by
273 forfeiture of earnest money deposits or otherwise unless Buyer has been given in accordance with HUD/FHA or VA
274 requirements a written statement issued by the Federal Housing Commissioner, Veterans Administration or a Direct
275 Endorsement Lender setting forth the appraised value of the Property (excluding closing costs) of not less than
276 \$_____. Buyer shall, however, have the
277 privilege and option of proceeding with consummation of this Agreement without regard to the amount of the
278 appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of
279 Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The
280 Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

281 **C. CONVENTIONAL FINANCING:** It is expressly agreed that, notwithstanding any other provisions of this
282 Agreement, Buyer shall not incur any penalty by forfeiture of the Deposit or otherwise be obligated to complete the
283 purchase of the Property if the Purchase Price exceeds the value established by the appraiser ("Appraised Value")
284 and Seller does not agree to reduce the Purchase Price to the Appraised Value. Buyer shall have the privilege and
285 option of proceeding to settlement without regard to the Appraised Value. In the event the Purchase Price exceeds
286 the Appraised Value and Seller or Listing Firm notifies Buyer or Selling Firm that Seller agrees to reduce the
287 Purchase Price to the Appraised Value, then this Agreement will remain in force and settlement shall occur as
288 specified in paragraph 8 of this Agreement.

289 **D. CASH:** Buyer DOES / DOES NOT wish to order an appraisal. If Buyer wishes to order an appraisal,
290 the appraisal must be paid for and ordered within seven (7) days after ratification of this Agreement or three (3) days
291 after removal of the property inspection contingency referenced in paragraph 14D or the appraisal contingency shall
292 be waived by Buyer. Notwithstanding any other provisions in this Agreement, Buyer reserves all rights outlined in
293 paragraph 11C above in the event the Appraised Value is less than the Purchase Price.

294 **12. PROPERTY CONDITION:** With the exception of the rights reserved by Buyer pursuant to paragraph 14 and subject
295 to any inspections provided for in paragraph 13, Buyer represents that Buyer has inspected the Property and accepts
296 the Property in its present condition except noted as follows:

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300 Seller shall repair or replace the above noted items, in a workmanlike manner, at Seller's expense prior to the walk
301 through inspection. Buyer acknowledges that Buyer has not relied upon any representation or warranty made by
302 Listing Firm, Selling Firm or Seller not expressly set forth in this Agreement with respect to the condition of the
303 Property. Seller shall deliver the Property at settlement, or as otherwise provided, in substantially the same
304 condition as of the date of this Agreement, and except as provided in paragraph 15, free of personal
305 property, debris and trash. Seller assumes, until settlement, all risks of loss or damage to the Property by
306 fire, windstorm, casualty or other hazards.



307 **13. INSPECTIONS/REPAIRS/TREATMENTS/CAP:** Seller shall be responsible for the cost of repairs referenced in this
308 paragraph 13 in a total amount not to exceed 1 % (if blank, the parties deem the amount to be
309 1%) of the Purchase Price ("the Cap"). Seller will remain obligated to make repairs arising under this paragraph 13A
310 (Appraisal and Required Repairs), B (Wood Destroying Insect Infestation / Moisture / Inspection / Repairs), or C
311 (Drinking Water and Septic) up to the amount of the Cap even if such repair is waived by Buyer as part of the
312 Property Inspection Contingency Removal Addendum. If the total estimated costs of the repairs described in
313 paragraphs 13 A, B, C, and D collectively exceed the Cap, then Buyer alone, or Seller alone, or Buyer and Seller
314 jointly can agree to pay the excess. If neither party agrees to pay the excess amount and an acceptable alternative
315 agreement cannot be reached, then this Agreement shall be terminated, all parties shall execute a release
316 agreement, and the Deposit shall be refunded in full to Buyer.

317 **A. APPRAISAL AND REQUIRED REPAIRS:** Subject to the Cap, Seller shall make any repairs required by Lender
318 as a result of the appraisal, or as may be required by governmental agencies, prior to the walk through
319 inspection.

320 **B. WOOD DESTROYING INSECT INFESTATION (WDII) / MOISTURE INSPECTION/REPAIRS:**

321 **1. INSPECTION / REPORTS:** BUYER / SELLER shall obtain and authorize delivery at BUYER'S
322 / SELLER'S expense, an approved Wood Destroying Insect Infestation Inspection Report and a
323 Moisture Inspection Report, (collectively referred to as the "Reports") and any re-inspection reports if
324 required, from a licensed pest control operator. The Wood Destroying Insect Infestation Inspection Report
325 shall show whether the Property's principal dwelling, garage, and the following additional structures
326 ANY/ALL DETACHED SHEDS/GARAGES (IF PRESENT)

327 _____ are free of visible wood destroying insect
328 infestation with no visible unrepaired damage from said infestation. The Moisture Inspection Report shall
329 show whether readily accessible areas of the foundation and understructure, including crawl space, sill
330 plates, joists, sub-flooring and substructure support timbers are free of standing water, visible moisture
331 damage and wood destroying fungi. The Reports must be obtained and delivered to settlement agent, within
332 Fifteen (15) days after ratification of this Agreement. If
333 new VA financing is involved, Seller shall reimburse Buyer for the cost of the original termite/moisture
334 inspection, if paid by Buyer.

335 If the Reports are not obtained and delivered within the above time frame, the other party shall have the
336 right to order the Reports at the expense of the party initially obligated to obtain the Reports. The obligation
337 to reimburse the cost of obtaining the Reports by the other party shall not exceed \$ 125.00.

338 **2. TREATMENT:** Treatment, if required, shall be performed by the company issuing the Reports. Cost of
339 treatment shall be at Seller's expense, subject to the Cap.

340 **3. REPAIRS:** Seller shall correct in a workmanlike manner, at Seller's expense, subject to the Cap, all standing
341 water and damage identified in the Reports prior to the walk through inspection. The selection of the
342 company to make any repairs, if required, shall be at the Seller's discretion. Buyer reserves the right to have
343 the required repairs re-inspected at or prior to walk-through to ensure repairs were completed in a
344 workmanlike manner.

345 **C. DRINKING WATER AND SEPTIC:**

346 **1. DRINKING WATER:** The Property is served by (Check One):

347 PUBLIC / PRIVATE utilities supplying drinking water, OR

348 WELL / CISTERN providing potable drinking water.

349 BUYER / SELLER shall obtain prior to the walk through inspection at BUYER'S /
350 SELLER'S expense, a test confirming the water is safe for human consumption from the appropriate
351 governmental authority or from an acceptable private company, indicating that the well water is safe
352 for human consumption. If the water is found unsafe for human consumption, and the Property is
353 not served by another potable water source (i.e. city water line), Seller shall remedy prior to the walk
354 through inspection all defects and provide a test confirming the water is safe for human consumption
355 at Seller's expense, subject to the Cap.

356 2. SEPTIC:

357 If the Property is served by a septic system BUYER / SELLER shall obtain prior to the walk through
358 inspection at BUYER'S / SELLER'S expense, a written statement addressed to Buyer from a septic
359 installer, operator or evaluator licensed by the Commonwealth of Virginia (a "Septic Inspector"), indicating
360 the condition of the system and any malfunction or noncompliance with applicable ordinances and
361 regulations.

362 The inspection SHALL/ SHALL NOT include pumping the septic system at the expense of the
363 responsible party above prior to the walk through inspection. However, in the event the Septic Inspector
364 requires that the septic system be pumped prior to the inspection of the septic system, the responsible party
365 identified above shall pay to pump the septic system. Any required pumping of the septic system shall apply
366 to the cap.

367 If the septic system is found defective or in noncompliance with applicable governmental regulations by the
368 Septic Inspector, Seller shall repair and correct all defects prior to the walk through inspection at Seller's
369 expense, subject to the Cap.

370 D. WALK THROUGH INSPECTION: Buyer reserves the right to have a walk through inspection prior to settlement
371 to determine the Property is in substantially the same condition as of the date of this Agreement, and all
372 appliances, heating and cooling equipment, plumbing and electrical systems, and all other equipment ("Walk
373 Through Items") are in working order at time of settlement or possession, whichever occurs first. BUYER /
374 SELLER shall be responsible for providing all utilities required for such inspection. Subject to the Cap, Seller
375 shall repair all non-working Walk Through Items at Seller's expense unless waived. Neither Listing Firm nor
376 Selling Firm shall be responsible for determining that the Walk Through Items are in working order.

377 14. CONTINGENCIES: This Agreement shall be contingent upon the following conditions and those noted in the
378 attached contingency addendum/addenda, if any:

379 A. CONDOMINIUM: Buyer and Seller acknowledge that the Property (check as applicable):

- 380 1. IS NOT in a community subject to the Virginia Condominium Act (the "Condo Act").
- 381 2. IS a resale of a Condominium Unit which currently has mandatory monthly fees of approximately
382 \$_____ and is subject to the Condo Act and the Condominium Addendum is
383 attached to and shall become part of this Agreement. Buyer's rights under this paragraph may not be
384 waived.
- 385 3. WILL BE in a community subject to the Condo Act in the event of a conversion or new construction.
- 386 (i) Until delivery to Buyer of a current Public Offering Statement for the Condominium, this Agreement shall
387 constitute a nonbinding reservation agreement only and creates no obligation on the part of Buyer and
388 is subject to cancellation without penalty by Buyer in Buyer's sole discretion in accordance with
389 Section (ii) below.
- 390 (ii) Upon delivery to Buyer of a current Public Offering Statement, Buyer shall be deemed to have entered
391 into a binding purchase agreement subject to Buyer's right to cancel within five (5) days after delivery.
392 If Buyer elects to cancel, Buyer may do so by written notice given in accordance with paragraph 23,
393 within the five (5) day period. Such cancellation shall be without penalty, and the Deposit shall be
394 promptly refunded in its entirety, without interest. Buyer's rights under this paragraph may not be
395 waived.
- 396 4. IS a resale of a condominium unit in a condominium consisting of 3 or fewer units and as such is exempt
397 from the requirements in the Condo Act relating to a resale certificate and/or a public offering statement.
398 Prior to executing this Agreement, Buyer is advised to address all concerns relating to the Property being a
399 condominium unit, including without limitation and by way of explanation, issues related to hazard and
400 liability insurance, current and proposed maintenance and repairs, common expenses, restrictions and
401 agreements contained in the documents creating the condominium and similar items.

102 **B. PROPERTY OWNERS' ASSOCIATIONS:** Buyer and Seller acknowledge that the Property (check one):

- 103 1. IS NOT in a community subject to the Virginia Property Owners' Association Act (the "POA Act").
- 104 2. IS in a community which currently has mandatory monthly fees of approximately \$ _____
- 105 and is subject to the POA Act. The Property Owners' Association Addendum is attached to and shall become
- 106 part of this Agreement. Buyer's rights under this paragraph may not be waived.

107 **C. CO-OPERATIVE:**

- 108 1. IS NOT in a community subject to the Virginia Real Estate Cooperative Act (the "Co-Op Act").
- 109 2. IS a Cooperative Unit which currently has mandatory monthly fees of approximately \$ _____
- 110 and is subject to the Co-Op Act and the Cooperative Interest Addendum is attached to and shall become
- 111 part of this Agreement.

112 **D. PROPERTY INSPECTIONS:** Buyer may request, at Buyer's expense, the following inspections:

113 1. **PROPERTY INSPECTION:** An inspection of the Property at Buyer's cost to determine the condition of the

114 Property. Buyer WAIVES / DESIRES an inspection to be performed on the Property at Buyer's

115 expense. If Buyer desires a property inspection, the REIN Property Inspection Contingency Addendum is

116 attached and shall become part of this Agreement. Should Buyer elect to waive the property inspection,

117 Buyer understands that a home inspector will not be permitted to conduct, or perform a property inspection

118 at Walk-Through beyond the terms of paragraph 13D.

119 2. **EXTERIOR INSULATION AND FINISH SYSTEM (EIFS):** N/A

120 An inspection and moisture test of the EIFS (Exterior Insulation & Finish System or synthetic stucco) by a

121 qualified professional with experience in this field provided that, in the event the property is a condominium

122 unit, the right to inspect may be limited by rights of other unit owners or the condominium association. Buyer

123 WAIVES / DESIRES an EIFS inspection to be performed on the Property. If Buyer desires an EIFS

124 inspection, the Property Inspection Contingency Addendum is attached and shall become part of this

125 Agreement.

126 3. **LEAD-BASED PAINT DISCLOSURE:** N/A – Property was not constructed prior to 1978.

127 A risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-

128 based paint hazards. The Residential Lead-Based Paint Hazard Reduction Act of 1992 requires Seller to

129 make disclosures with respect to the presence of lead-based paint and/or lead-based paint hazards in

130 properties built prior to 1978. This Act does not apply to properties built in 1978 and later. In the event the

131 Property was built prior to 1978, Seller and Buyer acknowledge that a copy of the signed Disclosure of

132 Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached to this Agreement. Buyer

133 WAIVES / DESIRES a risk assessment or inspection be performed on the Property. If Buyer desires

134 a risk assessment or inspection of the Property, then a copy of the Property Inspection Contingency

135 Addendum is attached and shall become a part of this Agreement.

136 4. **OTHER INSPECTIONS:** If Buyer desires Other Inspections, the Property Inspection Contingency

137 Addendum is attached and shall become a part of this Agreement.

138 **E. OTHER CONTINGENCIES:**

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146 15. ITEMS TO CONVEY: All fixtures constituting a part of the "Property" and any personal property which convey as
147 specifically described in the Agreement or as noted below are included in the Purchase Price and shall be transferred
148 free of liens:

- | | | |
|--|--|---|
| 449 Appliances: | Equipment: | Dock, Pool and Hot Tub: |
| <input type="checkbox"/> Gas Range | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Floating Dock |
| 451 <input type="checkbox"/> Electric Range | <input type="checkbox"/> Water Softener | <input type="checkbox"/> # _____ Boat Lift(s) |
| 452 <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Well Pump & Equipment | <input type="checkbox"/> Pool |
| 453 <input type="checkbox"/> # _____ Refrigerator(s) | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Pool Equipment |
| 454 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> # _____ Window A/C Unit(s) | <input type="checkbox"/> Pool Cover |
| 455 <input type="checkbox"/> Ice Maker (Standalone) | <input type="checkbox"/> # _____ Smoke Alarm(s) | <input type="checkbox"/> Hot Tub |
| 456 <input type="checkbox"/> Freezer | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> Hot Tub Equipment |
| 457 <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> # _____ Ceiling Fan(s) | <input type="checkbox"/> Hot Tub Cover |
| 458 <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> Satellite Dish & Hardware | |
| 459 <input type="checkbox"/> # _____ Garbage Disposal(s) | | <input type="checkbox"/> Fireplace: |
| 460 | | <input type="checkbox"/> Screen |
| 461 Windows: | Other: | <input type="checkbox"/> Doors |
| 462 <input type="checkbox"/> Blinds | <input checked="" type="checkbox"/> # <u>1</u> Trash Container(s) | <input type="checkbox"/> Equipment / Tools |
| 463 <input type="checkbox"/> Curtains/Drapes | <input checked="" type="checkbox"/> # <u>1</u> Recycling Container(s) | <input type="checkbox"/> Gas Logs |
| 464 <input type="checkbox"/> Hardware | <input type="checkbox"/> Fuel in Tanks (Oil, Propane) | <input type="checkbox"/> Wood Stove |
| | | |
| 465 | <input type="checkbox"/> # _____ Garage Door Opener(s) and # _____ Remote(s) | |

466 **ADDITIONAL ITEMS / NOTES:**

467 All above agreed upon appliances/systems that were in the property at the time of the showing on
468 _____ & all items mentioned in the MLS to convey with the property at no additional charge to the
469 buyer.
470

471 16. CONFIRMATIONS AND DISCLOSURES: Buyer and Seller acknowledge by their initials below receipt of their REIN
472 Consumer Disclosure Information Form prior to entering into this Agreement as well as the following disclosures.

473 Neither Seller, Real Estate Information Network Inc. ("REIN"), Listing Firm, Selling Firm, nor their employees
474 or agents will be held responsible for Buyer's failure to have investigated and evaluated the impact of any
475 of the disclosures made in this Agreement on the Property, including those additional disclosures on the
476 Consumer Disclosure Information Form.

477 A. CONFIRMATION OF BROKERAGE RELATIONSHIP: The parties confirm in connection with this transaction
478 that Listing Firm and Selling Firm have represented the party or parties indicated below. Notwithstanding the
479 provisions of paragraph 17 of this Purchase Agreement relating to the payment of brokerage fees, the parties
480 agree that one of the following may apply:
481 (Check appropriate box.)

- 482 1. Listing Firm, Selling Firm, and their salesperson(s) represent Seller as their client. Buyer is a customer/
483 unrepresented party and their salesperson(s) represent Seller as their client. Buyer has signed the
484 Disclosure of Brokerage Relationship to Unrepresented Party form.
- 485 2. Listing Firm and its salesperson(s) represent Seller. Selling Firm and its salesperson(s) represent Buyer.
- 486 3. Listing Firm and its salesperson(s) represent Seller. Selling Firm and its salesperson(s) represent
487 neither Buyer nor Seller.
- 488 4. The Parties confirm that Selling Firm and its salesperson(s) represent Buyer as their client. Seller is a
489 customer/unrepresented party and has signed the Disclosure of Brokerage Relationship to
490 Unrepresented Party form.
- 491 5. Listing Firm and its salesperson(s) represent both Buyer and Seller as DUAL AGENTS OR DUAL
492 REPRESENTATIVES, by mutual agreement. Buyer and Seller have signed the Disclosure of Dual
493 Agency or Dual Representation in a Residential Real Estate Transaction Form attached.
- 494 6. Listing Firm and its broker represent both Buyer and Seller as DESIGNATED AGENTS OR
495 DESIGNATED REPRESENTATIVES, by mutual agreement. Buyer and Seller have signed the
496 Disclosure of Designated Agents or Representatives in a Residential Real Estate Transaction
497 Form attached.



7. Buyer and Seller acknowledge that no brokerage relationship exists with any agent involved in this transaction. Both Buyer and Seller are unrepresented customers.

B. AIRCRAFT NOISE ZONE / ACCIDENT POTENTIAL ZONE DISCLOSURE: N/A

Aircraft noise and/or accident zones are subject to change. If the Property is located in the cities of Norfolk, Virginia Beach, Chesapeake or Hampton, Buyer and Seller hereby acknowledge that as of the date of this Agreement current maps indicate the Property is located in an Aircraft Noise Zone _____ and/or Aircraft Accident Potential Zone _____ (or similar designations). Noise attenuation measures for new residential construction or modifications to nonconforming structures may be required and height restrictions may have been imposed in accordance with city ordinances. The Real Estate Transfer Disclosure for Properties Located in a Locality in Which a Military Air Installation is Located is attached, as required by § 55.1-704 of the Code of Virginia.

C. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT: The Virginia Residential Property Disclosure Act (the "Act") requires sellers of residential real property to disclose to buyers certain information known to the sellers regarding the condition of the property to be purchased. Seller and Buyer acknowledge that a Residential Property Disclosure Statement, attached hereto, has been provided by Seller to Buyer prior to ratification of this Agreement and if the Property is an exempted property pursuant to § 55.1-702 of the Act then this paragraph does not apply.

D. AGENCY INTEREST DISCLOSURE: Except as otherwise disclosed below neither Listing Agent nor Selling Agent, any member of such agent's family, or such agent's firm, any member of such firm, or any entities in which such agent has an ownership interest is acquiring or attempting to acquire, or is selling the Property. Except as disclosed below, neither Seller nor Buyer is a licensed real estate agent:

E. MEGAN'S LAW DISCLOSURE: Buyer(s) should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2 whether the owner proceeds under subdivision 5 of subsection B of § 55.1-703. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or <http://sex-offender.vsp.virginia.gov/sor>.

F. MECHANICS LIEN: Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) ninety (90) days from the last day of the month in which the lien or last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated. Seller warrants that all bills related to any repairs or improvements made to the Property have been paid or will be paid by Seller from the proceeds at settlement. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

G. SQUARE FOOTAGE/ACREAGE AND/OR OTHER PROPERTY MEASUREMENTS: Any representation of square footage, acreage and/or other property measurements are approximate, subject to variation based on method of measurement, and should be independently confirmed by Buyer. Buyer acknowledges and agrees that Buyer has undertaken any and all investigations Buyer desires with respect to obtaining measurements of the Property, including the square footage of the rooms, the acreage of the lot or the other measurements related to the Property and finds any and all such measurements to be acceptable and shall not use the size, acreage or square footage of the Property as the basis for any termination of this Agreement. Buyer agrees to waive, release and discharge all parties to this Agreement, including REIN, from any and all claims that the square footage, acreage or other measurements of the Property were incorrectly stated in any literature concerning the Property generated by REIN's MLS Systems, including Listing and / or Tax reports.

H. DEFECTIVE DRYWALL: If a Seller of residential real property has actual knowledge that the real property being sold has "Defective Drywall", Section 55.1-705 of the Code of Virginia requires Seller to provide a written

disclosure to Buyer that the Property has "Defective Drywall". "Defective Drywall" is defined in Section 36-156.1 of the Code of Virginia. The Defective Drywall Disclosure Statement is attached to this Agreement as required by §55.1-705 of the Code of Virginia, if applicable.

I. PENDING BUILDING OR ZONING VIOLATIONS: Unless disclosed in writing below Seller has no actual knowledge that the Property has pending enforcement actions pursuant to the Uniform Statewide Building Code. Section 55.1-706 of the Code of Virginia states that if the Seller of a residential dwelling unit has actual knowledge of any pending enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living conditions of the Property of which the Seller has been notified in writing by the locality, or any pending violation of the local zoning ordinance that the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by the court of competent jurisdiction, the Seller shall provide to a prospective Purchaser a written disclosure that so states. Such disclosure shall be provided to the Purchaser on a form provided by the Real Estate Board on its website.

J. PROPERTY PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE: If a Seller of residential real property has actual knowledge that the Property being sold (1) was previously used to manufacture methamphetamine and (2) has not been cleaned up in accordance with state guidelines, the Seller is required to provide a written disclosure to Buyer in accordance with Section 55.1-708 of the Code of Virginia. Pursuant to Section 32.1-11.7 of the Code of Virginia, the Virginia Board of Health established Guidelines for Cleanup of Residential Property Used to Manufacture Methamphetamine. If applicable, the Disclosure Statement for Residential Property Previously Used to Manufacture Methamphetamine is attached to this Agreement as required by the Code of Virginia.

17. BROKERAGE FEE: Selling Firm and Listing Firm are intended to be, and are, third party beneficiaries of this Agreement with respect to payment of the brokerage fee and are entitled to payment at settlement as provided by separate agreement(s). The settlement agent shall disburse the brokerage fee to Listing Firm and Selling Firm at settlement.

18. DEFAULT: Subject to the provisions of paragraph 19 below, if either party defaults under this Agreement, the nondefaulting party may pursue, in such party's discretion, all remedies available to the nondefaulting party at law or in equity. In the event of default, Escrow Agent shall pay the Deposit to the nondefaulting party in accordance with paragraph 5B and the nondefaulting party shall have the right to pursue such other rights and remedies against the defaulting party as the nondefaulting party may have, both legal and equitable. All of the rights and remedies hereunder are cumulative. The defaulting party shall be liable for the brokerage fee due Listing Firm and Selling Firm. In any action arising from or related to this Agreement, including, but not limited to, any suit to secure the release of the Deposit from escrow, the prevailing party shall be entitled to receive from the non-prevailing party or parties, reasonable attorneys' fees, costs (including expert fees) and expenses incurred by such prevailing party.

19. DISPUTE RESOLUTION: Prior to initiating any litigation, the parties agree any dispute or claim arising out of, or relating to, this Agreement, the breach of this Agreement or the services provided in connection with this Agreement, shall be submitted to mediation. Disputes shall include, by way of illustration and not limitation, claims arising from misrepresentations made by the parties to this Agreement in connection with the sale, purchase, financing, condition or other aspects of the Property, including, allegations of concealment, misrepresentation, negligence and/or fraud.

The following matters are excluded from mediation under the preceding paragraph: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics lien; (d) any matter which is within the jurisdiction of a probate court; or (e) violation of a state's real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate. If the parties cannot reach a mutually agreeable settlement through mediation, they are free to arbitrate or litigate their dispute as if the mediation never took place. The terms and provisions of this paragraph 19 shall survive settlement and conveyance of title to the property for a period of five (5) years from the date of this Agreement pursuant to the terms of § 8.01-246 of the Code of Virginia of 1950, as amended.

20. OTHER PROVISIONS:

Seller to provide buyer with 1 year 2-10 Home Warranty, not to exceed \$600, to be ordered by the selling agent.
Buyer reserves right to conduct a survey or not prior to closing.

304 21. **NON ASSIGNMENT:** This Agreement may not be assigned by Buyer without the written consent of Seller.

305 22. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection
306 with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange. The
307 exchanging party shall be responsible for all costs associated with such exchange. A non-exchanging party shall
308 assume no additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute additional
309 documents, including assignment of this Contract at no cost to the non-exchanging party, as shall be required to
310 give effect to this provision.

311 23. **NOTICES:** Except as provided below, all notices required to be sent to Seller under this Agreement shall be sent to
312 Listing Firm and all notices to be sent to Buyer shall be sent to Selling Firm. Except as provided below, all notices
313 required to be sent under this Agreement shall be given in accordance with one of the following methods; (a) hand
314 delivery; (b) United States mail, postage prepaid, provided that the sender retains sufficient proof of mailing, which
315 may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming
316 such mailing; (c) electronic means provided that the sender retains sufficient proof of the electronic delivery, which
317 may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service
318 prepared by the sender confirming the electronic delivery; or (d) overnight delivery using a commercial service or
319 the United States Postal Service. Notices given pursuant to the Property Owners' Association Addendum to
320 Purchase Agreement, the Condominium Addendum to Purchase Agreement or the Cooperative Interest Addendum
321 to Purchase Agreement shall be given in accordance with their terms. The addresses set forth below each parties
322 name shall be the address for notice to such party unless such party subsequently gives notice in accordance with
323 this paragraph of a different address to be used for such party.

324 24. **MISCELLANEOUS:** Paragraph headings and section headings of this Agreement are inserted for convenience only
325 and shall not be deemed to constitute a part of this Agreement. The term "day" shall be deemed to mean any
326 day of the week, Monday through Sunday, both inclusive regardless of legal or religious holiday. The term
327 "business banking day" shall mean Monday through Friday, except federal holidays. "Day" shall mean 12:00
328 a.m. (midnight) until 11:59 p.m. Eastern Time. Any agreed upon timeframe shall begin at 12:00 a.m.(midnight) after
329 the event triggering the commencement of the timeframe and end at 11:59 p.m. Any changes must be made by
330 written amendment. This Agreement and any exhibits, addenda, modifications or amendments may be executed
331 i) in any number of counterparts and by facsimile or other electronic means, except with respect to digital signatures,
332 and ii) by different parties in separate counterparts, each of which when so executed and delivered shall be deemed
333 original, but all such counterparts shall constitute but one and the same instrument. To the extent any handwritten
334 or typewritten terms in this Agreement conflict with, or are inconsistent with the printed terms of this Agreement, the
335 handwritten or typewritten terms shall control. This Agreement is executed under seal. The terms of this Agreement
336 and the addenda, exhibits, modifications or amendments referenced herein or which reference this Agreement
337 constitute the entire agreement and there are no other agreements between the parties. Seller and Buyer both
338 authorize Listing Firm and/or Selling Firm to disclose financial information related to the sale of the Property,
339 including information related to settlement expenses (but not personal financial information) to the multiple listing
340 service and/or real estate appraisers. The waiver by Seller of any terms, conditions, or provisions of this Agreement
341 shall not be construed as a waiver of any other or subsequent term, condition or provision of this Agreement. If any
342 term, condition, or provision of this Agreement is declared illegal or invalid for any reason by a court of competent
343 jurisdiction, the remaining terms, conditions and provisions of the Agreement shall, nevertheless, remain in full force
344 and effect.

OPTIONAL – If both Buyer and Seller initial below, digital signatures are acceptable for use in this transaction. If both Buyer and Seller do not initial below, digital signatures are not acceptable for use in this transaction. The following language is included for the sole purpose of determining the parties' agreement to accept digital signatures and is not required to be completed if the parties do not agree to accept digital signatures.

EXPRESS AGREEMENT TO CONDUCT TRANSACTION USING DIGITAL SIGNATURES: IN ACCORDANCE WITH THE UNIFORM ELECTRONIC TRANSACTIONS ACT (§ 59.1-479 ET SEQ. OF THE CODE OF VIRGINIA), BUYER AND SELLER CHOOSE TO ACCEPT DIGITAL SIGNATURES AS ORIGINAL DURING THE COURSE OF THIS TRANSACTION AND UNDERSTAND THAT AGREEING TO ACCEPT DIGITAL SIGNATURES FROM THE OTHER PARTY DOES NOT COMMIT THEM TO USING DIGITAL SIGNATURES EXCLUSIVELY. BY INITIALING BELOW, THE PARTIES AGREE TO USE DIGITAL SIGNATURES:

Buyer _____ / _____ Seller _____ / _____

145 THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP,
146 FAMILIAL STATUS, SOURCE OF FUNDS, ELDERLINESS, OR NATIONAL ORIGIN.

147 THIS IS A LEGALLY BINDING AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

148 BUYER(S) SIGNATURE(S): _____
149 (Date)

150 _____
151 (Date)

152 BUYER(S) Address: _____

153 _____

154 SELLING AGENT SIGNATURE: _____
155 (Date)

156 Selling Firm Name: Keller Williams Coastal Virginia Chesapeake

157 Selling Firm Address: 1100 Volvo Parkway Suite 200 Chesapeake VA 23320

158 REIN ID# 9236 VA License# 0226018418

159 Selling Agent Name: _____

160 REIN ID# _____ VA License# _____

161 SELLER(S) SIGNATURE(S): _____
162 (Date)

163 _____
164 (Date)

165 SELLER(S) Address: _____

166 _____

167 LISTING AGENT SIGNATURE: _____
168 (Date)

169 Listing Firm Name: _____

170 Listing Firm Address: _____

171 REIN ID# _____ VA License# _____

172 Listing Agent Name: _____

173 REIN ID# _____ VA License# _____

REAL ESTATE INFORMATION NETWORK INC.
PROPERTY INSPECTION CONTINGENCY ADDENDUM



This Property Inspection Contingency Addendum ("Addendum") forms an integral part of the Purchase Agreement ("Agreement") dated _____ between _____

and _____ ("Buyer")
and _____ ("Seller")
and Keller Williams Coastal Virginia Chesapeake ("Selling Firm")
and _____ ("Listing Firm")
for the sale of certain property commonly known as (Address): _____
_____ ("Property").

It is understood and agreed between the parties to the Agreement that the following terms and conditions shall be incorporated into the Agreement and shall become a part thereof and incorporated therein. Capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement.

All Notices required to be sent to Seller under this Agreement shall be sent to Listing Firm and all notices to be sent to Buyer shall be sent to Selling Firm.

1. **INSPECTION REPORTS:** The Agreement shall be contingent upon Buyer obtaining one or more of the following inspections with the results being acceptable to Buyer in Buyer's sole discretion or Buyer reserves the right to terminate the Agreement subject to the terms and conditions set forth below. Buyer shall perform (Check A, B, C, D and/or E):

A. HOME INSPECTION(S)

A Home Inspection to be performed by an Inspector licensed as a Home Inspector by the Virginia Department of Professional and Occupational Regulation ("DPOR"). It is further agreed that the above inspections may also include any supplemental investigations by other DPOR tradesmen or contractors as may be necessary to identify or confirm the condition of the Property. Buyer Seller shall be responsible for providing all utilities for such inspection.

B. EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

An Exterior Insulation and Finish System Inspection ("EIFS Inspection Report") from a qualified professional with experience in this field who is acceptable to Buyer. Buyer acknowledges and agrees that the contingency set forth in this paragraph is limited to the Exterior Insulation and Finish System only and that Buyer's rights to inspect may be governed and limited by applicable condominium documents if the Property is in a condominium.

C. LEAD-BASED PAINT INSPECTION

An assessment or inspection with respect to the presence of lead-based and/or lead-based paint hazards, if any, affecting the Property ("Lead-Based Paint Assessment Report"). See the EPA pamphlet, *Protect Your Family From Lead in Your Home*, for more information.

D. SPECIFIC INSPECTIONS BY DPOR LICENSED CONTRACTORS OR TRADESMEN

Specific investigations and inspections of the Property ("Specific Inspection Report") as Buyer may desire which may include, by way of illustration, (i) a contractor licensed by DPOR as a tradesman with respect to the specialty to which such tradesman was licensed (i.e., electrician to examine electrical system or issue, etc.) or (ii) a Class A, B or C contractor licensed with DPOR if inspecting the entire Property. Buyer will obtain the following inspections: _____

E. OTHER INSPECTIONS

Such other investigations and inspections of the Property ("Other Inspection Report") as Buyer may desire as follows. _____

The Property Inspection Report, EIFS Inspection Report, Lead-Based Paint Assessment Report, Specific Inspection Report, Other Inspections Report and any supplemental reports are collectively referred to as the "Inspection Reports."

Buyer shall be solely responsible for the selection and payment of inspection services or inspectors for the inspections described in A, B, C, D and E above and will arrange for these inspections. Listing Firm, Selling Firm and Seller will assist Buyer in coordinating access to the Property for such inspection(s).

2. DEADLINE / CONTINGENCY REMOVAL / RELEASE:

A. DELIVERY DEADLINE: Within Fifteen (15) days of ratification of the Agreement ("Deadline"), Buyer will deliver to Listing Firm:

- I. Complete copy of each of the Inspection Reports, together with a Property Inspection Contingency Removal Addendum ("Removal Addendum"); OR
- II. A Purchase Agreement Release; AND/OR
- III. A Purchase Agreement Termination

Should (I) no Removal Addendum and complete copy of the applicable Inspection Report(s) or (II) no Release or Termination Agreement be delivered to Seller by the Deadline, the contingency(ies) described in Paragraph 1 shall be deemed satisfied and considered removed and the Agreement shall remain in full force and effect.

B. NEGOTIATION PERIOD:

- I. The parties shall have five (5) days after Buyer's delivery of the proposed Removal Addendum ("Negotiation Period") to negotiate and agree upon such Removal Addendum. At any time during the Negotiation Period, Buyer or Seller may make, extend, or alter offers and counter-offers as desired to finalize the Removal Addendum. If Buyer and Seller agree upon terms, the parties shall execute the Removal Addendum.
- II. If the parties have not executed an acceptable Removal Addendum prior to the expiration of the Negotiation Period, Buyer shall have the option to terminate the Agreement by delivering a termination notice to Seller within one (1) day following the expiration of the Negotiation Period (the "Additional Day"). After expiration of the Additional Day, if Buyer has not accepted the terms agreed upon to date, removed the contingency or terminated the Agreement, either Buyer or Seller may terminate the Agreement.

C. REQUESTED REPAIRS:

Should Buyer choose to deliver a Removal Addendum, Buyer must list in the Removal Addendum all items identified in the Inspection Reports which Buyer requests Seller to repair ("Requested Repair Items"). Any items identified in any of the Inspection Reports which are not included in the final, agreed upon Removal Addendum including, without limitation, Walk Through Items under Paragraph 13D of the Agreement which are identified in any of the Inspection Reports, shall be deemed waived by Buyer except for those items agreed to in Paragraph 12 (Property Condition) of the Agreement. Further, except for those items agreed to in Paragraph 12 of the Agreement, any items identified in any Inspection Reports shall also be deemed waived if no Property Inspection Contingency Removal Addendum or Release Agreement is delivered by the deadline.

Any requested repair items listed on the Property Inspection Contingency Removal Addendum that Seller and Buyer agree not to repair are waived by Buyer. If required, subject to the Cap, Seller remains obligated to repair any waived items under subparagraphs 13A (Appraisal and Required Repairs), 13B (Wood Destroying Insect Infestation/Moisture Inspection/Repairs) or 13C (Well and Septic) of the Agreement. Additionally, in the event the Deadline expires without submission of Removal Addendum, Buyer shall deliver, upon Seller's request, complete copies of each of the Inspection Report(s) obtained by Buyer.

3. RELEASE AGREEMENT: In the event the Release Agreement is delivered under the provisions of Paragraph 2, or Buyer or Seller terminates the Agreement pursuant to Paragraph 2, all parties shall execute the Release Agreement whereupon the Escrow Agent shall release the Deposit to Buyer and, except as provided in Paragraph 5 below, no parties shall have any further rights or obligations under the Agreement.

4. TIME PERIODS: Time is of the essence for all time periods in this Addendum.

5. **DAMAGE / INDEMNIFICATION:** Buyer and Seller jointly and severally agree to indemnify, defend and hold both Listing Firm and Selling Firm harmless from and against any and all claims, demands, actions or proceedings including the recovery of attorney's fees resulting from any disputes relating to (a) the items identified, omitted, or allegedly omitted by inspectors in the Inspection Reports or (b) repairs made to the Property. Buyer agrees to indemnify, defend, and hold Seller, Listing Firm and Selling Firm, harmless from and against any and all claims, actions, demands or proceedings, including the recovery of attorney's fees, resulting from any injury to person or damage to property arising from any inspection of the Property under Paragraph 1 or the rights of access to the Property granted to Buyer under this Addendum. If any damage to the Property is caused by any of the inspections described in Paragraph 1 above, Buyer shall be responsible for the cost of the repair of such damage.

Keller Williams Coastal Virginia Chesapeake

(Selling Firm)

(Buyer)

(Date)

By: _____

(Date)

(Buyer)

(Date)

(Listing Firm)

(Seller)

(Date)

By: _____

(Date)

(Seller)

(Date)

**REAL ESTATE INFORMATION NETWORK INC.
CONSUMER DISCLOSURE INFORMATION FORM**



THE FOLLOWING DISCLOSURE INFORMATION IS PROVIDED TO BOTH PROSPECTIVE BUYER AND SELLER. ANY OF THE FOLLOWING DISCLOSURES MAY IMPACT THE BUYER'S USE AND/OR ENJOYMENT OF A PROPERTY. THE SELLER, REAL ESTATE INFORMATION NETWORK INC. ("REIN"), THE LISTING FIRM, THE SELLING FIRM, OR ANY OF THEIR EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR BUYER'S FAILURE TO INVESTIGATE ANY OF THESE DISCLOSURES PRIOR TO ENTERING INTO A PURCHASE AGREEMENT.

CONSUMER RESPONSIBILITY AND LIMITATIONS OF EXPERTISE: Each party to a real estate transaction is advised to read carefully all documents to be sure that the terms accurately express the understanding of the parties as to their intentions and the agreements they have reached. If legal or tax advice is desired, each party is advised to consult an attorney or a financial professional.

There may be other relevant information concerning the transaction which may be obtained from other sources or appropriate governmental agencies or authorities. If you have questions after reading the Consumer Disclosure Information, you should seek further information from governmental agencies and authorities, consumer, legal counsel or other professionals.

Properties available through REIN are offered without respect to race, color, religion, sex, handicap, familial status, source of funds, elderliness, or national origin.

The following disclosure information is provided to both prospective buyer and seller.

1. **AGENCY INTEREST DISCLOSURE:** If a Listing Agent or Selling Agent, any member of such agent's family, or such agent's firm, any member of such firm, or any entities in which such agent has an ownership interest is acquiring or attempting to acquire, or is selling the Property and the agent is a party to the transaction, the agent must disclose that information to the Owner/Seller and to any Buyer. Also, if any Seller or Buyer is a licensed real estate agent this must be disclosed to the other party to the transaction.
2. **AUDIO AND VIDEO RECORDING:** A Seller should be advised that the unauthorized recording or transmitting of audio or video may result in the violation of state and/or federal wiretapping laws. A Buyer should be prudent in discussing a property being shown if surveillance equipment is present, including discussing pricing and other private matters. A Seller is advised that showing the Seller's property to prospective purchasers, including showing the property at events open to the public (an "Open House"), may present increased risk of property damage or theft both during the showing or Open House and afterwards and that prospective Buyers may engage in photography and/or videography of the property. A Seller is advised to remove any items of a personal nature from the property in preparation for sale.
3. **COMMUNITY ASSOCIATIONS:**
 - A. **CONDOMINIUM RESALE / CO-OP DISCLOSURE:** (i) Some properties are established as condominium units, subject to the Virginia Condominium Act (the "Condo Act"). The Condo Act requires a seller to furnish the unit owners' association bylaws, as amended, and certain financial and other disclosures to the buyer. (ii) The Virginia Real Estate Cooperative Act (the "Co-op Act") requires that a seller of the cooperative interest subject to the provisions of the Co-op Act provide to the buyer certain information more particularly described in the Co-op Act. If a property is located within either a condominium or a cooperative, the condominium association or cooperative board, as the case may be, is required to provide to buyer the required disclosure packet in accordance with the Condo Act or the Co-op Act, as the case may be, or advise that such disclosure package will not be available. The Condo Act and the Co-op Act each provide that the Seller may be required to pay a fee to obtain the required disclosure package.
 - B. **PROPERTY OWNERS' ASSOCIATIONS (POA):** Some properties are subject to a property owners' association or a homeowners' association some of which have mandatory fees, and are subject to the Virginia Property Owners' Association Act (the "Association Act"). If a property is located within such a development, the Association Act requires the development's property owners' association to provide seller with the required association disclosure packet in accordance with the Association Act which is to be provided to buyer. The Association Act provides that a seller may be required to pay a fee to obtain the required disclosure package.
4. **DISPUTE RESOLUTION:** The Purchase Agreement contains a provision which requires all parties to mediate any and all disputes arising out of or in any way connected with the Purchase Agreement which cannot be resolved among the parties. Mediation is designed as an alternative means of resolving disputes to litigation. The mediation process required pursuant to the terms of the Purchase Agreement offers seller, buyer, brokers and other parties in the real estate transaction an efficient, affordable method of resolving disputes without reverting to traditional litigation. If the parties cannot agree through the mediation process, traditional litigation may be pursued after the mediation process.

has been exhausted. The mediation process involves an impartial mediator(s) working with the parties at issue and is a non-adversarial process that focuses on the mutual goals of the disputing parties and actively involves them in the process of resolving their differences.

5. **ENVIRONMENTAL DISCLOSURE:** The use and development opportunities may be limited and health risks may be associated with certain properties if those properties, in their past or present condition, are or were covered by the Chesapeake Bay Preservation Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Virginia Water Control Act, or any other federal, state or local law, regulation or ordinance concerning health, safety or the environment, including but not limited to those laws, regulations and ordinances concerned with (1) radon gas; (2) asbestos; (3) underground storage tanks; (4) aboveground storage tanks; (5) urea formaldehyde; (6) lead-based paint; and (7) electromagnetic fields; (8) landfills / dump sites. Information is available at the Department of Environmental Quality at www.deq.virginia.gov.

A. **INDOOR MOLD:** United States Environmental Protection Agency advised that certain types of indoor mold may have the potential to cause adverse health effects or symptoms. While there are no current federal or state laws or regulations establishing residential standards for molds or requiring that inspections for mold be conducted, a buyer may want to take steps to evaluate the presence of mold in a resident dwelling prior to purchase. **Mold inspections typically are separate from Wood Destroying Insect Infestation inspections.**

B. **LEAD WARNING STATEMENT:** Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

C. **WOOD PRESERVATIVES:** The United States Environmental Protection Agency advises that certain wood preservatives used on decks and/or other exterior wood structures may have the potential to cause adverse health effects or symptoms. A buyer may want to take steps to evaluate the presence of materials which might contain wood preservatives prior to purchase.

6. **EXTERIOR INSULATION AND FINISH SYSTEM (EIFS):** Buyer may request an inspection and moisture test of the EIFS (Exterior Insulation and Finish System or synthetic stucco), if applicable, at buyer's cost by an Inspector, provided, however, in the event the property is a condominium unit, the right to inspect may be limited by rights of other unit owners or condominium association.

7. **FINANCING AND INSURANCE:**

A. **FINANCING AND INSURANCE:** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the option to select the mortgage lender of their choice, unless otherwise specified in the purchase agreement. Lender will require buyer to buy a hazard insurance policy from the insurance company of buyer's choice, subject to lender's approval prior to settlement. A buyer is advised to investigate the availability and price of hazard insurance prior to, or as part of, Buyer's considerations in making an offer to purchase property. Additional information may be obtained at <http://scc.virginia.gov/boi/cons/index.aspx>.

B. **FLOOD HAZARD AREAS & FLOOD INSURANCE:** Individuals and business owners can protect themselves from flood losses by purchasing flood insurance from most insurance companies, the premiums of which are regulated through FEMA's National Flood Insurance Program (NFIP). The owner(s) makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) review of any map depicting special flood hazard areas, and (iii) whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. Typical homeowner's insurance policies do not contain flood hazard coverage. To assess whether or not a property is located in a Special Flood Hazard Area (SFHA), the mortgage lender will order a flood certification letter. If a property is within a SFHA, an Elevation Certificate will be required as part of the survey. If a property is found to be within the boundaries of elevation zones A or V, mandatory flood insurance purchase requirements apply. Although flood insurance is not required by FEMA for properties just outside zones A or V, flood insurance may be required by some lenders or a purchaser may elect to purchase it on their own. For some buyers the additional cost of the Elevation Certificate and monthly flood insurance premium could affect the buyer's qualification. Buyer should consider contacting the local city planning department or FEMA at 1-800-480-2520 or visit FEMA's web site

www.FEMA.gov for a determination.

- C. HOME WARRANTY INSURANCE:** There are several home buyer warranty programs available at a variety of prices, levels of coverage and deductible amounts. These warranties may be purchased upon settlement, by either seller or buyer, and generally provide coverage of such items as appliances, heating, cooling, plumbing and electrical systems. Broker or agent may earn a processing fee for origination of such warranty plans, based upon plan selected.
- D. LENDER'S / OWNER'S TITLE INSURANCE:** Buyer is required to purchase lender's title insurance on newly financed property as a condition to obtain the loan. This policy is designed to protect the lender against applicable losses in the event the title to the property is found to be defective. Buyer will be required to purchase a lender's title insurance policy if the Buyer is obtaining a loan secured by the Property. Buyer may, at Buyer's expense, purchase an owner's title insurance policy which insures Buyer's title to the Property, subject to the terms of such policy. The coverage afforded by such title insurance would be governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title insurance coverage will be determined by its coverage and the title insurer. Buyer may purchase either "standard" or "enhanced" coverage which coverages have differing rates. Buyer will need to authorize the Buyer's lender to obtain such rates in the purchase agreement. The availability of enhanced coverage is subject to underwriting criteria of the title insurer. Buyer is not obligated to obtain owner's title insurance coverage. Buyer should consult Buyer's attorney with respect to obtaining owner's title insurance.

8. LAND USE:

- A. AIRCRAFT NOISE / ACCIDENT ZONES AND NOISE CONTOUR DISTRICT DISCLOSURE:** All properties are affected by aircraft noise to some degree; however, some properties are located in specific noise zones, and/or accident potential zones, as such zones may be designated by the federal government or municipalities within which the property may be located. The livability and/or enjoyment of a property may be impacted if property is located adjacent to an airport or in or near an aircraft noise zone, noise contour district and/or accident potential zone. Aircraft noise zones, noise contour districts and/or accident potential zones are subject to change from time to time. New residential construction, and modifications to nonconforming residences, may be required to conform with standards promulgated by the municipality in which the buyer intends to locate because of elevated noise levels.
- B. MUNICIPAL REGULATIONS CONCERNS:** Municipal regulations, including the zoning ordinance and subdivision ordinance also will impact Buyer's use and enjoyment of the property. Prior to execution of a purchase agreement, buyer may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land use and proposed or actual parks, roads, libraries and other facilities. Buyer may consult an attorney to determine the impact of any recorded documents or applicable municipality ordinances on the use and enjoyment of the property.
- C. OCCUPANCY PERMITS:** Several municipalities have implemented occupancy permit programs which may require compliance with the program upon sale and/or rental of property. An occupancy permit program may require the owner of real property subject to such programs to make certain repairs upon sale and/or rental of property. Each municipality will be able to advise you as to whether the property you are interested in is subject to an occupancy permit program and the conditions and requirements of the program.
- D. BUILDING PERMITS:** Certain improvements or repairs to buildings on properties require permits from the jurisdiction in which the property is located. Permits are required for some additions, modifications, and remodeling including building construction, electrical, plumbing, mechanical installations and maintenance. The purpose of a permit is to ensure compliance with the State Building Code. Virginia cities, towns and counties enforce the Uniform Statewide Building Code. A buyer should undertake such due diligence as buyer deems appropriate to ensure that permits have been secured and inspections performed.
- E. RESTRICTIVE COVENANTS:** The use and enjoyment of the property may be impacted by restrictions, declarations, easements and other documents recorded in the land records of the jurisdiction in which the property is located.
- F. TRANSPORTATION / ROADWAYS:** The Hampton Roads Transportation Authority, the Virginia Department of Transportation and other federal, state and local governmental bodies are planning new roads and/or relocating existing roads within Hampton Roads, as well as considering other forms of public transportation, such as light rail, rapid transit or increased passenger rail service. Changes to transportation right of ways may temporarily or permanently affect the use and enjoyment of a property and in some instances, subject property to the exercise of the right of eminent domain. Please visit <http://www.virginia.gov/projects/default.asp> for future transportation plans in Virginia.

- G. PARKING PERMITS:** Several municipalities have adopted residential parking programs which restrict on-street parking for certain neighborhoods or zones. Purchaser is advised to check with the municipality to determine if there are applicable parking restrictions.
- H. CONSERVATION:** The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
- I. COMMUNITY DEVELOPMENT:** The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (15.2-5152 et seq.) of Chapter 51 of Title 15.2 and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court of the locality in which the community development authority district is located for each tax parcel included in the district pursuant to 15.2-5157, but in any event prior to settlement pursuant to such contract.
- J. ROLL BACK TAXES:** If the property being purchased has not been improved or is used for agricultural or horticultural purposes with residential purposes, a Buyer should inquire of the local taxing authority (i) if the property is taxed based on a land use category (rather than a fair market basis), (ii) the amount of roll back taxes which may become due and when such taxes are due, and (iii) whether action must be taken such that the property remains in land use. Land use categories may include agricultural, horticultural, forest and open space. If a property is taxed in a land use category, rezoning of the property or other development of the property may result in roll back taxes being assessed against such property. Such roll back taxes may be assessed subsequent to closing for multiple years and would be the responsibility of the Buyer.
- 9. LEASES / MANAGEMENT AGREEMENT:** Buyer considering the purchase of properties with existing tenants is advised to inquire about the existence and terms of any current property management agreement, leases and security deposits.
- 10. MECHANICS LIENS:** Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) ninety (90) days from the last day of the month in which the lienor last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**
- 11. MEGAN'S LAW DISCLOSURE:** Buyer should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2 whether the owner proceeds under subdivision 1 or 2 of subsection A of § 55.1-703. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.
- 12. POWERS OF ATTORNEY:** In the event either Buyer or Seller intend to close using one or more powers of attorney, Buyer or Seller, as the case may be, should have the form(s) of the power of attorney reviewed and approved in advance preferably prior to execution by the other parties to the transaction, including Buyer's lender, Buyer's title insurance company, and Buyer's settlement agent, as there are requirements that vary depending on the lender, loan type, title insurer, and clerk's office. The original power of attorney may be required for recordation. The principal (the one giving the power) may have to confirm that he or she is alive and well at the time of the closing and that the power of attorney has not been revoked.
- 13. POLYBUTYLENE PIPES:** A buyer may want to determine whether or not polybutylene pipes exist in the property. Polybutylene plumbing has been used in residences as an alternative to copper plumbing and has been known to fail, resulting in leaks. You are advised to investigate to determine whether or not polybutylene pipes exist in the property in which you are interested. Reviewing the following website for more information is recommended: www.polybutylene.com.
- 14. PROPERTY INSPECTION:** Buyer may request an inspection(s) of the property at buyer's cost to determine the condition of the property. The cost and thoroughness of the inspections vary, and buyer is advised of their option of

retaining an inspector of their choice. Buyer should take steps to make sure that the party(ies) engaged to conduct such inspections have liability insurance and workmen's compensation insurance to provide protection in case of damage or injury incurred as part of such inspections.

15. **SCHOOL REDISTRICTING:** All properties may be subject to school redistricting. A Buyer should contact the local school board to ascertain which school districts are assigned to a property in question.
16. **SEPTIC TANK / ONSITE SEWAGE SYSTEM:** Residences with septic tanks / onsite sewage systems may previously have been granted an operating permit waiver which shall become null and void at the time of transfer or sale of the Property. Replacement / repair, to include pressure dosing, may be required before an operating permit may be reinstated. Buyer is advised to contact the appropriate jurisdiction to ascertain information regarding septic tanks / onsite sewage systems on a given property and may want to have a separate physical inspection conducted. Contact the Virginia Dept. of Health at www.vdh.state.va.us/
17. **SETTLEMENT SERVICE PROVIDER/SETTLEMENT FUNDS:** Section 55.1-1000 et seq of the Code of Virginia provides that the Buyer has the right to select the settlement agent to close this transaction. This right may not be varied by agreement. The settlement agent may only offer legal advice if licensed to the private practice of law in the Commonwealth of Virginia. The Buyer is entitled to receive from the settlement agent a copy of the guidelines to settlement agents published by the Virginia State Bar for settlement and escrow services. A settlement agent may require that a buyer's funds required to close a transaction be received by wire transfer. All parties to a wire transfer transaction are advised to adhere strictly to instructions from the settlement agent with respect to security precautions related to such wired funds as cybercriminals become more creative in fraudulent efforts to misappropriate such wired funds. In no event shall Selling Firm or Listing Firm be responsible for or liable for any settlement funds being sent to illegitimate or fraudulent parties and Buyer and Seller each release, waive, discharge and forever hold Listing Firm and Selling Firm, individually and collectively, harmless from and against claims, damages, losses and suits arising from or in any way connected with the transfer, whether by federal wire transfer, ACH, or any other manner, of funds pursuant to the terms and provisions of the Purchase Agreement.
18. **SMOKE DETECTION:** Buyer should be aware that many municipalities require, and prudent and safe practice dictates, that operative smoke detection is available in the property. Buyer should investigate to ensure that smoke detection is available in the property, if required by law, and is operative prior to occupancy.
19. **SQUARE FOOTAGE / ACREAGE AND OTHER PROPERTY MEASUREMENTS:** Buyer is advised that any statement concerning square footage of residences, acreage and/or other property measurements are approximate and are subject to variation based on the method of measurement. Buyer is advised to independently confirm any statements concerning square footage, acreage and/or property measurements prior to signing a purchase agreement.
20. **SURVEY DISCLOSURE:** The Purchase Agreement provides that Buyer may elect to waive a physical survey of the boundary of the property being acquired and improvements made to the property to include structures, fences, etc. which may affect the insurability of your Property and will likely result in an exception to coverage in the owner's title insurance policy. The Selling Firm, Listing Firm or Seller make no representation or warranty as to when and if a physical survey would be appropriate and the status of actual boundaries of the property, the location of easements affecting the property, encroachments, compliance with setback requirements access to public highways and any other matters that would affect conveyance of title to Buyer. Buyer is advised to obtain a survey to confirm the matters noted above.
21. **THIRD PARTY CONTRACT APPROVAL:** Sales of some properties are contingent on approval of third parties such as lien holders, courts, bankruptcy trustees, relocation services, or cooperative boards. Such third parties may require some terms of the purchase agreement to be changed. Neither buyer nor seller is obligated to accept any of the third party's proposed modifications, but in such a case the third party may have the power to stop the sale. These third parties make their own decisions and are not controlled by seller or any real estate agent or firm. Real estate agents are not liable for a third party's rejection of a sales contract's terms or failure to make a decision in a timely manner. Such sales may take longer to close than normal sales, and buyer may be required to order and pay for inspections and an appraisal before approval of the third party is obtained. In such a case there is a risk that the sale may be cancelled after the buyer pays for these items. Such third party contingencies should be clearly stated in the sales contract.

- 22. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT:** The Virginia Residential Property Disclosure Act places obligations on seller and affords rights to buyer with regard to certain existing residential dwellings being sold. Whenever the property is to be sold or leased with an option to buy, the Act requires the owner of certain residential real property to furnish to buyer a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT provided by the Virginia Real Estate Board. Certain transfers of residential property are excluded from this requirement.
- A. HISTORICAL DISTRICT PROGRAMS:** The owner makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary with respect to any historic district designated by the locality, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on a parcel of residential real property.
- B. MILITARY AIR INSTALLATIONS:** The owner of residential real property located in any locality in which a military air installation is located shall disclose to the purchaser whether the subject parcel is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map by the locality in which the property is located on a form provided by the Real Estate Board. Such disclosure shall state the specific noise zone or accident potential zone, or both, in which the property is located according to the official zoning map.
- C. DEFECTIVE DRYWALL:** Section 55.1-705 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that the real property being sold has "Defective Drywall" provide a written disclosure to Buyer that the Property has "Defective Drywall". "Defective Drywall" is defined in Section 36-156.1 of the Code of Virginia.
- D. PENDING BUILDING OR ZONING VIOLATIONS:** Section 55.1-706 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that the property has any pending enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living conditions of the property provide written disclosure to a prospective purchaser.
- E. PROPERTY PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE:** Section 55.1-708 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that a Property (1) was previously used to manufacture methamphetamine and (2) has not been cleaned up in accordance with state guidelines provide a written disclosure to Buyer. Pursuant to Section 32.1-11.7 of the Code of Virginia, the Virginia Board of Health established Guidelines for Cleanup of Residential Property Used to Manufacture Methamphetamine. Visit <http://www.vdh.virginia.gov/methguidelines> for a copy of the guidelines and additional information.
- 23. WATER CONSERVATION ORDINANCE/RESTRICTIONS:** (a) Some municipalities may have ordinances which (i) prohibit connection to the existing public water system as part of restrictions on growth, (ii) restrict use of water for certain purposes or (iii) require an owner to connect to the public water system upon the occurrence of certain events. Buyer should investigate to ascertain if the property is in a municipality with water requirements or restrictions. (b) Buyer may also wish to investigate the quality of water supplied by the municipality in which buyer intends to locate. Information related to water quality may be obtained by contacting the municipality directly.
- 24. WATER FRONTAGE AND RIGHTS:** Buyer should be advised that there are various issues which arise when acquiring real property that is adjacent to, or includes portions of, lakes, rivers and oceans. While a property may be adjacent to such bodies of water, access to such bodies of water may be limited by applicable laws and ordinances, in addition to property rights of others. Additionally, constructions of piers, docks, bulkheads, landscaping and any other home improvements may be regulated by state, local and federal laws and regulations. A buyer should consult with an attorney to understand and evaluate various rights with respect to lakes, rivers and the ocean abutting or part of the property being acquired.
- 25. WOOD DESTROYING INSECT INFESTATION (WDII) / MOISTURE INSPECTION:** Many purchase agreements and lenders require inspections from licensed pest control operators to determine whether the Property's principal dwelling and garage are free of visible evidence of wood destroying insect infestation with no visible unrepaired damage from said infestation and whether readily accessible areas of the foundation and understructure, including crawl space, doors, sills plates, joists, subflooring and substructure support timbers are free of standing water, visible moisture damage and wood destroying fungi. In some instances the inspectors' view of subfloor members may be obstructed from view (example; insulation, encapsulation, etc.). In these cases it is difficult to determine evidence of past or present wood destroying insect activity. If a Wood Destroying Insect Infestation Inspection Report was provided please refer to it for a list of obstructed and inaccessible areas.

(Firm)

(Buyer Signature) (Date)

By: _____
(Signature of Licensee) (Date)

(Buyer Name) (Print)

(Buyer Signature) (Date)

(Buyer Name) (Print)

**SUMMARY OF RIGHTS AND OBLIGATIONS
OF SELLERS AND PURCHASERS UNDER
THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT**



The Virginia Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-701 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (in administration of an estate, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires a seller to furnish a purchaser with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before ratification of the purchase contract or the purchaser may terminate the contract. The statement will direct a purchaser to the RESIDENTIAL PROPERTY DISCLOSURES web page (<http://www.dpor.virginia.gov>) for important information about the real property. Every purchaser is advised to consult the webpage to beware of certain matters that may affect the buyer's decision to purchase such real property.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page (<http://www.dpor.virginia.gov>). Purchaser is advised to exercise whatever due diligence purchaser deems necessary including a certified home inspection prior to settlement, as defined in §54.1-500, in accordance with the terms and condition of the purchase contract.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before ratification of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to ratification of the purchase contract. If such statement is not received by final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U. S. Mail, postage prepaid, at or prior to the earliest of (i) 3 days after receiving the statement (if delivered in person); (ii) 5 days after postmark (if sent by U. S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. A seller's liability to a purchaser is limited if such seller complies with the Act, but recourse is available to purchaser in accordance with the Act. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

A purchaser should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide.

Initials: _____/_____

Residential Property Disclosures

Notice to Seller and Purchaser. *The Virginia Residential Property Disclosure Act (Title 55.1, Chapter 7 of the Code of Virginia) governs the information owners must disclose to prospective purchasers of real property. Certain transfers of residential property are excluded from the requirements (see § 55.1-702).*

1. **CONDITION:** The owner makes no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyances of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary including obtaining a home inspection, as defined in § 54.1-500, and a residential building analysis, as defined in § 54.1-1144, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

2. **ADJACENT PARCELS:** The owner makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, including zoning classification or permitted uses of adjacent parcels, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

3. **HISTORIC DISTRICT ORDINANCES:** The owner makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary with respect to any historic district designated by the locality pursuant to § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

4. **RESOURCE PROTECTION AREAS:** The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to § 62.1-44.15:74, and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

5. **SEXUAL OFFENDERS:** The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 of Title 19.2, and the purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

6. **DAM BREAK INUNDATION ZONES:** The owner makes no representations with respect to whether the property is within a dam break inundation zone and the purchaser are advised to exercise whatever due diligence they deem necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.

7. **STORMWATER DETENTION:** The owner makes no representations with respect to the presence of any stormwater detention facilities located on the property, or any maintenance agreement for such facilities, and purchasers are advised to exercise whatever due diligence they deem necessary to determine the presence of any stormwater detention facilities on the property, or any maintenance agreement for such facilities, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

8. **WASTEWATER SYSTEM:** The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and purchasers are advised to exercise whatever due diligence they deem necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

9. **SOLAR ENERGY COLLECTION DEVICES:** The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.

10. **SPECIAL FLOOD HAZARD AREAS:** The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or for the Virginia Department of Conservation and Recreation's Flood Risk Information System, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

11. **CONSERVATION:** The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

12. **COMMUNITY DEVELOPMENT:** The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (15.2-5152 et seq.) of Chapter 51 of Title 15.2 and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court of the locality in which the community development authority district is located for each tax parcel included in the district pursuant to 15.2-5157, but in any event prior to settlement pursuant to such contract.

13. **MARINE CLAYS:** The owner makes no representations with respect to whether the property is located on or near deposits of marine clays (marumско soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.

14. **RADON GAS:** The owner makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.

Initials: _____/_____

15. **LEAD PIPE:** The owner makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300j-21, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal safe Drinking Water Act definition of "lead free". In accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.

16. **DEFECTIVE DRYWALL:** The owner makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this subdivision, "defective drywall" means the same as that term is defined in §36-156.1; and

17. **IMPOUNDING STRUCTURE OR DAM:** The owner makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contracting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

Date: _____

Date: _____



SELLING FIRM BROKERAGE FEE NOTICE

REFERENCE: SELLER(S) _____
PROPERTY _____
UNDER CONTRACT DATE _____
BUYER(S) _____

_____ (Listing Firm), and
KW Coastal Virginia Chesapeake (Selling Firm)

by their signatures below agree to the following:

- 1. Listing Firm shall pay Selling Firm, upon receipt of Listing Firm's fee, a brokerage fee of 3.000 % of the final sales price at time of settlement.
2. Listing Firm may modify its agreement with the Seller with respect to the brokerage fee payable, but such modification shall not affect the brokerage fee paid to Selling Firm unless agreed to in writing by Selling Firm.

Listing Firm

KW Coastal Virginia Chesapeake
Selling Firm

By _____ (Date)

By _____ (Date)

FOR SETTLEMENT PURPOSES ONLY

Listing Firm authorizes the settlement agent to disburse the above listed brokerage fee due Selling Firm from Listing Firm's fee of _____ % of the final sales price at time of settlement.

(To Be Completed By Listing Firm)



ADVERTISING AGREEMENT DISCLOSURE

To: Seller or Homebuyer

From: Greenbrier Professional, LLC, dba
Keller Williams Coastal Virginia Chesapeake

Date: _____

In connection with the purchase of this property, you may need to obtain mortgage financing services. Be advised that Greenbrier Professional, LLC, DBA Keller Williams Coastal Virginia Chesapeake has entered into an advertising arrangement with Atlantic Bay Mortgage Group, L.L.C., OVM Financial, Inc, and Tidewater Mortgage Services, Inc. While Greenbrier Professional, LLC, DBA Keller Williams Coastal Virginia Chesapeake has no ownership interest in Atlantic Bay Mortgage Group, LLC., OVM Financial, Inc., and Tidewater Mortgage Services, Inc., Greenbrier Professional LLC, DBA Keller Williams Coastal Virginia Chesapeake does receive a marketing fee from Atlantic Bay Mortgage Group, L.L.C., OVM Financial, Inc., and Tidewater Mortgage Services, Inc. for their promotional and advertising services.

You are NOT required to use Atlantic Bay Mortgage Group, LLC, OVM Financial Inc., or Tidewater Mortgage Services, Inc. as a condition for mortgage financing. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Additionally, Greenbrier Professional, LLC, DBA Keller Williams Coastal Virginia Chesapeake has similar advertising agreements with DeTect Termite & Moisture Services, 2-10 Home Warranty, ProCraft Inspection Services, and Choice Insurance Agency.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Greenbrier Professional, LLC, DBA Keller Williams Coastal Virginia Chesapeake receives an advertising fee for promotional and advertising services performed for Atlantic Bay Mortgage Group, LLC., OVM Financial, Inc., Tidewater Mortgage Services, Inc., DeTect Termite & Moisture Services, 2-10 Home Warranty, ProCraft Inspection Services and Choice Insurance Agency.

Buyer's or Seller's Signature _____ Date: _____

Buyer's or Seller's Signature _____ Date: _____

TITLE ALLIANCE

GREENBRIER, L.L.C.

An Affiliate of Title Alliance, Ltd.
An ESOP Company

1100 Volvo Parkway, Suite 200A, Chesapeake, VA 23320
(757) 410-5663

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

This is to give you notice that your real estate agent may have a business relationship with Title Alliance Greenbrier, L.L.C. Title Alliance Greenbrier, LLC is a joint venture between Title Abstract Company of PA, a Pennsylvania Corporation (25% ownership) and Greenbrier Professional, LLC (40% ownership) and many of the real estate agents of Keller Williams Coastal Virginia (35% ownership). Because of this relationship, this referral may provide your real estate agent a financial or other benefit.

Set forth below is the estimated charges or range of charges for the settlement services listed. You are NOT required to use Title Alliance Greenbrier, LLC as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Title Insurance Premium for purchase price based on filed rates with the Bureau of Insurance (Based on purchase price or mortgage amount, whichever is higher)

Buyers Settlement Fee (Southside)	\$425
Title Search Fee (Southside, Newport News & Hampton only)	\$165
Update and Recording Fee	\$42
Binder Fee	\$70
Courier Fee, per package (if applicable)	\$25
Wire Fee, per wire (if applicable)	\$25
Cancellation Fee (case by case)	\$60
Electronic Recording Fee, if applicable	\$4.50 per document

Sellers Settlement Fee	\$425
Sellers Settlement Fee when short sale payoff	\$600
Overnight Fee, per package	\$25
Payoff Unsecured Debt, per payoff	\$25
Wire Fee, if applicable, per wire	\$25
Deed Preparation Fee (to attorney)	\$60
Limited Title Search Fee	\$50
Power of Attorney Prep Fee (to attorney)	\$60
Note and Deed of Trust Prep Fee (to attorney)	\$150

ACKNOWLEDGEMENT

I/We have read this disclosure form, and understand that my/our agent is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

- I/We hereby select Title Alliance Greenbrier, LLC to provide the above described settlement services.
- I/We hereby DO NOT select Title Alliance Greenbrier, LLC to provide the above described settlement services.

Release Agreement

I/We hereby authorize the settlement agent/officer to release a copy of the preliminary ALTA Settlement Statement or HUD prior to closing, as it breaks down all the fees and charges that the seller and buyer will pay and allow other parties that the sellers and buyers may be working with (see list below) to review it prior to closing for items that may be omitted or that may be inaccurate. In addition, I/We also give authorization to release a copy of the commitment as necessary to any party who may need it to assist with the clearing of the title. Please advise the settlement agent/officer in advance if you choose to have your information presented in a private area.

I/We also authorize the settlement agent/officer to review my documentation at the closing, including documents containing non-public personal information, in the presence of parties related to my transaction, including, but not limited to, those in the list below and allow the release of final signed ALTA Settlement Statement/HUD to those parties as well:

Listing and selling real estate brokers; mortgage brokers / companies / investors / lenders; attorneys / other title agencies; sellers and/or their representatives; municipality and/or municipal authorities; homeowners and/or condominium associations

I/We have read, understand and agree to the terms of the Release Authorization and will advise the settlement agent/officer of any objections in advance of the closing.

- I/We hereby authorize Title Alliance Greenbrier, LLC to release the above described documents.
- I/We hereby DO NOT authorize Title Alliance Greenbrier, LLC to release the above described documents.

WALK THROUGH REPORT / AGREED UPON REPAIRS INSPECTIONS

This document forms an integral part of the Purchase Agreement ("Agreement") dated _____
 between _____ ("Buyer")
 _____ ("Seller")
 _____ ("Selling Firm")
 and _____ ("Listing Firm")
 for all that certain piece, parcel or lot of land described as follows to-wit: _____
 _____ ("Property").

WALK THROUGH INSPECTION

In accordance with Paragraph 13D of the Agreement, Buyer has the right to have a walk through inspection prior to settlement to determine that all appliances, heating and cooling equipment, plumbing and electrical systems and all other equipment are in working order (the "Walk Through Items").

In accordance with Paragraph 12 of the Agreement, Seller shall deliver the Property at settlement, or as otherwise provided, in substantially the same condition as of the date of the Agreement, free of personal property, debris and trash.

A. The Buyer has this day inspected the above referenced Property and acknowledges that Buyer has not relied on any statements or representations to the conditions of the Property by the Seller or the Listing Firm or the Selling Firm in reference to this walk through inspection which are not expressed.

B. The following equipment/systems/appliances were among those items which were inspected:

- | | | |
|---|---|--|
| i. <input type="checkbox"/> Stove
<input type="checkbox"/> Refrigerator
<input type="checkbox"/> Dishwasher
<input type="checkbox"/> Disposal
<input type="checkbox"/> Exhaust Fan
<input type="checkbox"/> Built-In Microwave | <input type="checkbox"/> Central Air
<input type="checkbox"/> Air Conditioning Units
<input type="checkbox"/> Lights, Outlets
<input type="checkbox"/> Plumbing
<input type="checkbox"/> Heating System
<input type="checkbox"/> Garage Door Opener/Remote | <input type="checkbox"/> Hot Water Heater
<input type="checkbox"/> Electrical System
<input type="checkbox"/> Smoke/Fire Detector
<input type="checkbox"/> Outside Water Faucet(s)
<input type="checkbox"/> Ceiling Fans
<input type="checkbox"/> Other Remotes _____ |
|---|---|--|

ii. The following other equipment/systems/appliances were inspected: _____

C. SELECT ONE:

- i. The Property was found to be in substantially the same condition as of the date of the Agreement and no Repairs are necessary.

OR

- ii. All Items in Paragraph B above were found to be in working order except as identified below. Subject to the Cap referenced in Paragraph 13 of the Agreement, Seller agrees to repair the following non-working Walk Through Items in a workmanlike manner. Upon completion, Buyer has the option to re-inspect these repairs prior to settlement or possession, whichever occurs first, or has otherwise been agreed to as follows: _____

- D. All personal property to be transferred pursuant to the Agreement was present at the time of the walk through inspection, except as follows: _____

E. AGREED UPON REPAIRS INSPECTION

The repairs or other matters agreed to be made by Seller in the Agreement and/or in the Property Inspection Contingency Removal Addendum ("Agreed Upon Repairs") were inspected this day and found to be completed in a workmanlike manner, except as identified below. Buyer has the right to re-inspect any Agreed Upon Repairs not completed or not repaired in a workmanlike manner prior to settlement or possession, whichever occurs first, or has otherwise been agreed to as follows: _____

Seller Date Buyer Date

Seller Date Buyer Date

**BUYER ACKNOWLEDGES THAT THE REPAIRS OF THE ABOVE MENTIONED
ITEMS HAVE BEEN COMPLETED SATISFACTORILY.**

Buyer Date

Buyer Date