# Residential Real Estate Purchase Agreement

Virginia

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*This Residential Real Estate Purchase Agreement ("Agreement") is a legally binding contract. If not understood, seek competent legal advice.*

## PARTIES; EFFECTIVE DATE

**1.1 Parties.** This Agreement is made between the following parties:

BUYER:

______

whose address is

______

phone:

______

email:

______

SELLER:

______

whose address is

______

phone:

______

email:

______

**1.2 Definitions.** As used herein, the following defined terms shall apply:

"Buyer" means the party identified in Section 1.1(a) and includes Buyer's permitted assigns.

"Seller" means the party identified in Section 1.1(b) and includes Seller's heirs, successors, and permitted assigns.

"Property" means the real property described in Section 2 and all Included Property in Section 3.1.

"Purchase Price" means the total amount set forth in Section 4.1.

"Earnest Money" means the deposit(s) described in Section 4.2.

"Closing" means the consummation of the transaction contemplated by this Agreement as provided in Section 9.

"Effective Date" means the date of last signature by Buyer or Seller on this Agreement, as indicated on the signature page, or such later date expressly agreed to in writing by the parties.

**1.3 Offer and Acceptance; Counterparts.** Buyer's signature constitutes an offer open until the Offer Expiration in Section 25. Seller's signature constitutes acceptance. This Agreement may be signed in counterparts, all of which together constitute one instrument, and signatures delivered electronically are binding as provided in Section 23.

## PROPERTY DESCRIPTION

**2.1 Street Address.** Property commonly known as: ______________________.

**2.2 County/City.** Located in the County/City of ______________________, Virginia.

**2.3 Legal Description.** Legal description (attach if necessary): ______________________ ______________________.

**2.4 Parcel/Tax Identification Number.** ______________________.

**2.5 Improvements.** All buildings, structures, systems, and fixtures permanently affixed to the land, including but not limited to the dwelling, garages, sheds, built-in appliances, heating/air systems, water/sewer systems, and landscaping.

**2.6 Appurtenant Rights.** All appurtenant rights, privileges, and easements benefiting the Property, including adjacent streets, alleys, water, riparian, and littoral rights (if any), and all right, title, and interest of Seller in and to any land lying in the bed of any street, road, or right-of-way.

**2.7 Existing Easements and Restrictions.** The Property is conveyed subject to recorded easements, covenants, conditions, restrictions, and matters of record that do not materially and adversely affect current residential use, insurability of title at regular rates, or marketability of title.

## INCLUDED AND EXCLUDED PROPERTY

**3.1 Included Property.** Unless excluded below, the following are included: all fixtures; attached lighting; ceiling fans; built-in appliances; storm windows/doors; screens; window and door hardware; installed security systems (excluding leased/third-party equipment unless assumed per Section 12.6); smoke/CO detectors; garage door openers and remotes; mailbox; landscaping and shrubbery; outdoor plants in the ground; television mounting brackets; water treatment systems if owned; fireplace inserts, gas logs, and doors; curtain rods and hardware; blinds and window shades; awnings; attached mirrors; installed HVAC equipment; sump pumps; installed generators if permanently affixed; and any items identified here: ______________________.

**3.2 Personal Property.** The following personal property, if any, is included without additional value and free of liens: ______________________.

**3.3 Excluded Property.** The following are expressly excluded: ______________________.

## PURCHASE PRICE AND EARNEST MONEY

**4.1 Purchase Price.** The Purchase Price is $______________, payable as follows:

| | |
|---|---|
| (a) Earnest Money Credit at Closing: | $______________ |
| (b) Additional Deposit(s) (if any) due by the date(s) in Section 24: | $______________ on ______________;<br>$______________ on ______________ |
| (c) Loan Proceeds (if applicable): | $______________ |
| (d) Balance by Buyer at Closing (subject to adjustments): | $______________ |

**4.2 Earnest Money; Escrow Agent.** Buyer shall deliver Earnest Money of $ ______________ by ☐ check ☐ certified funds ☐ wire transfer to the following Escrow Agent: ______________ (address/email/wire instructions: ______________________) within ______________ business days after the Effective Date. Earnest Money shall be deposited and held in escrow in accordance with Section 15.

**4.3 Return or Forfeiture.** Earnest Money shall be applied to the Purchase Price at Closing. If this Agreement is terminated in accordance with an express right of termination, Earnest Money shall be disbursed as provided in Section 15. If Buyer defaults without excuse under this Agreement, Seller's remedies are as provided in Section 16.

## FINANCING TERMS

**5.1 Financing Election.** Buyer's obligation to close is:

- ☐ Cash Purchase (no financing contingency)
- ☐ Conventional Financing
- ☐ FHA Financing
- ☐ VA Financing
- ☐ USDA Financing
- ☐ Seller Financing
- ☐ Other: ____________

**5.2 Loan Terms (if applicable).** Loan amount not to exceed $____________; term approximately ____________ years; interest rate not to exceed ____________% per annum (fixed/adjustable: ____________); origination/discount points not to exceed ____________%; amortization type: ____________. Buyer shall apply for financing within ____________ calendar days after the Effective Date and use good faith and diligent efforts to obtain loan approval.

**5.3 Loan Approval; Notice.** Buyer shall provide written notice of loan approval or denial by ____________ calendar days after the Effective Date ("Financing Deadline"). Failure to timely deliver approval or denial permits Seller to deliver a Notice to Cure providing Buyer ____________ calendar days to provide approval or terminate; failure to cure constitutes waiver of the financing contingency, but not of appraisal unless separately waived.

**5.4 Appraisal for Financing.** If financing selected, the transaction is contingent upon the Property appraising at or above the Purchase Price unless the Appraisal Contingency in Section 6.2 is waived or modified.

**5.5 FHA/VA/USDA Requirements.** If applicable, Property must meet program requirements. Required repairs up to $[_ ____________ program cap or amount to be negotiated] shall be performed by ☐ Seller ☐ Buyer ☐ Split ____________ / ____________ before Closing. If required repairs exceed the stated cap, either party may terminate by written notice, with Earnest Money returned to Buyer.

**5.6 Seller Financing (if elected).** Terms attached as Seller Financing Addendum. If not attached, this box is inoperative.

## CONTINGENCIES

**6.1 Financing Contingency.** ☐ Included ☐ Waived. If included, see Section 5. Buyer may terminate by written notice on or before the Financing Deadline if Buyer is unable to obtain loan approval despite diligent efforts, with Earnest Money returned to Buyer.

**6.2 Appraisal Contingency.** ☐ Included ☐ Waived. If included and the appraised value is less than the Purchase Price, Buyer may, on or before ____________ calendar days after receipt of the appraisal:

(a) terminate with Earnest Money returned;

(b) provide notice and request a price reduction to $____________; or

(c) elect to proceed at the Purchase Price and waive the appraisal contingency.

If Seller rejects Buyer's requested reduction, either party may terminate within ____________ calendar days of such rejection, with Earnest Money returned to Buyer.

**6.3 Title Contingency.** ☐ Included ☐ Waived. If included, Buyer shall have ____________ calendar days after receipt of the title commitment and copies of recorded exceptions to object in writing to title defects that render title unmarketable or uninsurable at regular rates. Seller shall have ____________ calendar days to cure. If Seller cannot or elects not to cure, Buyer may terminate, with Earnest Money returned, or waive objection and proceed.

**6.4 Insurance Contingency.** ☐ Included ☐ Waived. If included, Buyer may obtain a written binder for homeowner's insurance at normal rates within ____________ calendar days after the Effective Date. If unavailable despite diligent efforts, Buyer may terminate by written notice, with Earnest Money returned.

**6.5 Sale of Buyer's Property.** ☐ Contingent on sale and settlement of Buyer's property located at ____________ by ____________ (date). ☐ Not Contingent.

## INSPECTIONS AND INVESTIGATIONS

**7.1 Inspection Contingency.** ☐ Included ☐ Waived. If included, Buyer, at Buyer's expense, may conduct any inspections and investigations, including general home, structural, mechanical, roof, chimney, fireplace, plumbing, electrical, well, septic, pool/spa, mold, radon, lead-based paint (if applicable), pest/wood-destroying insects, environmental, survey, and code compliance.

**7.2 Inspection Period.** The inspection period shall end ______ calendar days after the Effective Date ("Inspection Deadline").

**7.3 Access; Utilities.** Seller shall provide reasonable access and have utilities on for inspections through the Inspection Deadline and for agreed repairs and walk-throughs.

**7.4 Inspection Notices; Repairs.** By the Inspection Deadline, Buyer shall deliver either:

(a) a Notice to Proceed;

(b) a Notice to Terminate; or

(c) a Repair/Concession Request.

If (c), Seller shall respond within ______ calendar days. If no agreement is reached within ______ calendar days after Seller's response deadline, either party may terminate by written notice, with Earnest Money returned to Buyer.

**7.5 As-Is; Latent Defects.** Except as otherwise provided, the Property is sold in its present "as-is" condition as of the Effective Date, ordinary wear and tear excepted, but Seller remains obligated to disclose known material adverse facts and comply with statutory disclosures in Section 12. Buyer has not relied on any oral statements not expressly set forth herein.

## TITLE, CONVEYANCE, AND CLOSING DOCUMENTS

**8.1 Deed Type.** At Closing, Seller shall convey good and marketable title by:

☐ General Warranty Deed
☐ Special Warranty Deed
☐ Quitclaim Deed
☐ Other: ______ subject to permitted exceptions in Section 2.7.

**8.2 Title Commitment; Exceptions.** Within ______ calendar days after the Effective Date, ☐ Seller ☐ Buyer shall order a title commitment at regular rates from: ______. Copies of all recorded exceptions shall be provided to Buyer promptly upon receipt.

**8.3 Survey.** ☐ Buyer ☐ Seller ☐ Not Applicable. If a new survey is obtained, it shall be at the expense of the party checked. If the survey discloses encroachments or boundary issues that materially and adversely affect residential use, Buyer may object per Section 6.3.

**8.4 Closing Documents.** At Closing, Seller shall deliver:

(a) executed deed;

(b) non-foreign person affidavit (FIRPTA) or withholding documentation;

(c) lien releases and payoff letters;

(d) applicable HOA/condominium compliance certificates;

(e) bill of sale for Included personal property; and

(f) keys, codes, remotes, manuals, and warranties in Seller's possession.

Buyer shall deliver:

(i) Purchase Price balance;

(ii) loan documents (if any); and

(iii) settlement statements and other documents reasonably required by the settlement agent.

## CLOSING, POSSESSION, AND PRORATIONS

**9.1 Closing Date; Settlement Agent.** Closing shall occur on ______________ (the "Closing Date"), or earlier by mutual written agreement, at the office of ______________ or by remote settlement as permitted by Virginia law.

**9.2 Possession.** Possession shall be delivered:

☐ At Settlement (keys upon recordation and settlement agent's authorization to disburse)

☐ At Funding/Recordation

☐ Post-Settlement Occupancy by Seller through ______________ at ______________ ☐ am / ☐ pm under attached Post-Settlement Occupancy Addendum

☐ Other: ______________

**9.3 Risk of Loss.** Risk of loss remains with Seller until transfer of possession as elected above. If material damage occurs prior to possession, Buyer may terminate and receive Earnest Money, or accept insurance proceeds plus any deductible credit and proceed.

**9.4 Prorations and Adjustments.** As of the date of settlement/recordation: real estate taxes, rents, association dues, fuel oil/propane (based on a reading within 7 days of Closing), and other customary items shall be prorated. Unless otherwise agreed, Seller shall pay grantor's tax and congestion relief fee (if applicable) and HOA disclosure fees required of Seller by law; Buyer shall pay recordation taxes/fees and title insurance premiums. Water/sewer to be adjusted per final reading or local custom.

## ASSESSMENTS AND OWNERS ASSOCIATIONS

**10.1 Assessments.** Responsibility for assessments is allocated as follows:

☐ Seller to pay all assessments levied or becoming due on or before Closing

☐ Buyer to assume and pay all assessments first due after Closing

☐ Other: ____________________

**10.2 Homeowners/Condominium Associations.** ☐ Not Applicable. ☐ Applicable. If applicable:

Seller shall provide required association disclosure packet/resale certificate within ____________________ days after the Effective Date or as required by law.

Buyer shall have the statutory right to cancel within the applicable period after receipt of the disclosure packet/resale certificate by written notice to Seller, with Earnest Money returned to Buyer.

Any association approval of Buyer is ☐ Required ☐ Not Required. If required and not obtained by ____________________ days before Closing, Buyer may terminate with Earnest Money returned.

## PROPERTY CONDITION; WALK-THROUGH; LEAD-BASED PAINT

**11.1 Maintenance.** Seller shall maintain the Property in substantially the same condition as of the Effective Date, ordinary wear and tear excepted, and perform agreed repairs in a good and workmanlike manner by properly licensed contractors where required.

**11.2 Walk-Through.** Buyer may conduct a pre-settlement walk-through within ____________________ hours before Closing to verify condition, completion of agreed repairs, and removal of Seller's personal property and debris.

**11.3 Lead-Based Paint (pre-1978).** If the dwelling was built before 1978, the federal lead-based paint disclosure and pamphlet acknowledgment shall be attached, and Buyer shall have a 10-day inspection period unless waived in writing.

**11.4 Smoke/CO Detectors.** If required by law, Seller shall provide and Buyer acknowledges that required detectors will be present at Closing.

## DISCLOSURES; GOVERNMENT NOTICES; UTILITIES AND LEASED ITEMS

**12.1 Virginia Residential Property Disclosure Act.** Seller's obligations are limited to providing the Virginia Residential Property Disclosure Statement notice form. Buyer is advised that the Property is conveyed "as is" with respect to certain matters and that Buyer must exercise due diligence. Buyer acknowledges receipt or opportunity to receive the notice form.

**12.2 Well/Septic.** ☐ Not Applicable. ☐ Applicable. If applicable, inspections and any required waivers/permits shall be handled as follows: ____________________.

**12.3 Radon and Mold.** Buyer may conduct radon and mold testing within the Inspection Period, if elected in Section 7.

**12.4 Methamphetamine Laboratory Disclosure.** Seller has ☐ has not ☐ no knowledge of prior use of the Property as a methamphetamine laboratory. If affirmative, details: ____________________.

**12.5 Underground Storage Tanks.** Seller has ☐ has not ☐ no knowledge of underground storage tanks. If affirmative, details: ____________________.

**12.6 Leased/Third-Party Systems.** The following items are leased or subject to third-party agreements (e.g., propane tanks, water treatment, solar panels, security systems, satellite equipment, internet/TV): ____________________. Buyer shall ☐ assume ☐ not assume such agreements. If not assumed, Seller shall ensure termination and removal by Closing unless otherwise agreed.

**12.7 FIRPTA.** Seller ☐ is ☐ is not a "foreign person" under FIRPTA. If Seller is a foreign person, Buyer shall withhold as required unless valid exemption documentation is provided. Seller shall furnish a non-foreign affidavit at Closing if applicable.

**12.8 Megan's Law/Sex Offender Registry.** Buyer is advised of the availability of information on registered sex offenders. Buyer shall rely on Buyer's investigation.

**12.9 Historic Districts/Resource Protection Areas.** If the Property is located in a historic district, Chesapeake Bay Preservation Area, flood hazard area, or similar overlay, Buyer acknowledges that additional restrictions/requirements may apply. Buyer is advised to investigate during the Inspection Period.

## CLOSING COSTS; TITLE INSURANCE

**13.1 Settlement Charges.** Closing costs shall be allocated as follows unless otherwise stated:

**Seller:** deed preparation; grantor's tax; congestion relief fee (if applicable); release fees; Seller's settlement fee (if customary); HOA disclosure fees required of Seller by law.

**Buyer:** lender charges; appraisal; credit report; survey (if elected by Buyer); owner's and lender's title insurance premiums; recordation taxes/fees; Buyer's settlement fee (if customary).

**13.2 Title Insurance.** Buyer ☐ will ☐ will not obtain an owner's title insurance policy at regular rates. If obtained, Buyer may elect enhanced coverage if available. If a simultaneous lender's policy is issued, the premium shall be at the simultaneous rate where available.

**13.3 Home Warranty.** ☐ None. ☐ Seller to provide a home warranty from ______________ in an amount not to exceed $ ______________. ☐ Buyer to purchase a home warranty at Buyer's expense.

## ASSIGNMENT; 1031 EXCHANGE

**14.1 Assignment.** ☐ Buyer may assign without Seller's consent. ☐ Buyer may assign only to an entity owned/controlled by Buyer. ☐ Buyer may not assign without Seller's prior written consent, not to be unreasonably withheld. Any assignment does not release the assigning party absent a written release by the non-assigning party.

**14.2 1031 Exchange.** Either party may effect a tax-deferred exchange under Section 1031. The non-exchanging party agrees to reasonably cooperate at no additional cost or liability, with any additional costs borne by the exchanging party.

## EARNEST MONEY; ESCROW DISPUTES

**15.1 Escrow Holding.** Earnest Money shall be held in a trust/escrow account by the Escrow Agent in Section 4.2 and disbursed at Closing or as otherwise provided in this Agreement or by law.

**15.2 Disbursement on Termination.** If this Agreement is terminated in accordance with an express right of termination, Escrow Agent is authorized to disburse the Earnest Money pursuant to a written agreement signed by both parties, a final order of a court, or as otherwise permitted by Virginia law.

**15.3 Notice of Intended Disbursement.** If the parties do not agree to the disposition of Earnest Money, the Escrow Agent may provide a notice of intended disbursement as permitted by law after ____________ days' prior written notice to the parties, and, absent timely objection or litigation, may disburse accordingly. The Escrow Agent may interplead the funds in a court of competent jurisdiction and deduct reasonable attorney's fees and costs.

**15.4 Escrow Agent Liability.** Escrow Agent is not liable for any act done in good faith and in reliance on this Agreement or written instructions, and may rely on documents believed to be genuine.

## DEFAULT; REMEDIES

**16.1 Buyer Default.** If Buyer defaults and fails to close without excuse under this Agreement after satisfying or waiving contingencies, Seller may elect one of the following remedies:

- ☐ Retain Earnest Money as liquidated damages (the parties agree that actual damages would be difficult to ascertain and the Earnest Money is a reasonable pre-estimate, not a penalty)
- ☐ Pursue actual damages (Earnest Money to be applied as a credit against damages)
- ☐ Seek specific performance

**16.2 Seller Default.** If Seller defaults and fails to convey as required, Buyer may elect one of the following remedies:

- ☐ Terminate and receive return of Earnest Money plus actual damages
- ☐ Seek specific performance
- ☐ Other: ____________

**16.3 Mitigation; Exclusive Election.** The elected remedy is exclusive upon written notice of election, except that the non-breaching party may seek interim equitable relief to preserve rights.

## DISPUTE RESOLUTION

**17.1 Method.** The parties elect the following method for disputes arising out of this Agreement that are not resolved by negotiation:

- ☐ Non-binding Mediation as a condition precedent to litigation
- ☐ Binding Arbitration administered by ____________ under its rules
- ☐ Litigation in court without mandatory mediation or arbitration

**17.2 Venue; Governing Law.** Regardless of the method elected, Virginia law governs this Agreement. For litigation or for applications to compel or enforce arbitration, exclusive venue lies in the state courts sitting in the County/City of ______________________, Virginia, or the U.S. District Court for the ______________________ District of Virginia, as applicable.

**17.3 Attorneys' Fees.** The prevailing party in any action or proceeding arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs, except as limited by law or the elected dispute resolution method.

## NOTICES

**18.1 Delivery Methods.** Notices under this Agreement shall be in writing and deemed given when delivered by any of the following checked methods to the addresses/emails in Section 1.1, or such other address given by notice:

- ☐ Hand Delivery
- ☐ Certified Mail, return receipt requested
- ☐ Nationally recognized overnight courier
- ☐ Email with PDF attachments
- ☐ Electronic signature platform delivery
- ☐ Other: ______________________

**18.2 Effective Time.** Notices are effective upon delivery, except email notices are effective when sent if no bounce-back is received, and overnight courier the next business day after deposit.

## TIME AND DEADLINES

**19.1 Time of the Essence.** Time is of the essence for all dates and deadlines in this Agreement.

**19.2 Business Days.** If a deadline falls on a Saturday, Sunday, or federal legal holiday, the deadline extends to 5:00 p.m. local time on the next business day, unless otherwise stated.

**19.3 Local Time.** All times are local to the Property.

## BROKERAGE AND AGENCY

**20.1 Brokerage.** The following real estate licensees and firms are involved, if any:

Listing Firm/Agent: ____________ / ____________, license #: ____________, phone/email: ____________.
Selling/Buyer Firm/Agent: ____________ / ____________, license #: ____________, phone/email: ____________.

**20.2 Agency Disclosure.** Each party acknowledges receipt of Virginia agency disclosures and confirms the following relationships:

- ☐ Listing Agent represents Seller only
- ☐ Buyer Agent represents Buyer only
- ☐ Dual Agent represents both Buyer and Seller with consent
- ☐ Designated Agents within the same firm with consent

**20.3 Compensation.** Compensation to be paid as agreed in separate brokerage agreements. Brokers are third-party beneficiaries solely to enforce compensation provisions in separate agreements and are not parties to this Agreement.

**20.4 No Legal or Tax Advice.** Brokers are not attorneys, tax advisors, or inspectors.

## STATE-SPECIFIC PROVISIONS (VIRGINIA)

**21.1 Recordation and Funding.** Settlement may occur prior to recordation, but keys and possession shall not be released until recordation and authorization to disburse, unless otherwise elected in Section 9.2 and permitted by law.

**21.2 Wire Fraud Warning.** Parties shall independently verify wire instructions with the settlement agent via a known, trusted phone number. Neither party nor any broker is liable for losses arising from wire fraud absent gross negligence or willful misconduct.

**21.3 Wood-Destroying Insects.**

- ☐ Report/clearance required
- ☐ Not required. If required, the report shall be from a Virginia-licensed inspector dated within ________ days prior to Closing, showing no active infestation or unrepaired damage, or specifying required treatments/repairs to be completed by
- ☐ Seller
- ☐ Buyer
- ☐ N/A by Closing.

**21.4 Well/Septic/Alternative Systems.** If present, compliance with Virginia Department of Health requirements for operation and maintenance contracts for alternative onsite sewage systems is the responsibility of

- ☐ Seller
- ☐ Buyer as of
- ☐ Closing
- ☐ another date: ________ .

**21.5 Chesapeake Bay/Floodplain.** Buyer acknowledges potential restrictions under the Chesapeake Bay Preservation Act and local floodplain ordinances and is encouraged to investigate during the Inspection Period.

**21.6 Smoke/Carbon Monoxide; Detectors.** If required by Virginia law or local ordinance, detectors must be installed and operable at Closing.

**21.7 Military Air Installation Noise/Accident Potential Zones (if applicable).** Buyer acknowledges potential impacts and is encouraged to investigate.

**21.8 Property Tax Proration; Land Use Assessment.** If the Property is subject to land use assessment, rollback taxes, if any, shall be paid by ☐ Seller ☐ Buyer ☐ Split ________ / ________.

## ELECTRONIC SIGNATURES; COUNTERPARTS

**22.1 Electronic Signatures.** Signatures transmitted electronically (including via PDF, electronic signature platform, or other electronic means) are deemed original and binding.

**22.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one instrument.

## ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY

**23.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the Property and supersedes all prior negotiations, representations, or agreements, whether oral or written.

**23.2 Amendments.** Amendments must be in a writing signed by both parties.

**23.3 Severability.** If any provision is determined invalid or unenforceable, the remainder shall remain in full force, and the invalid provision shall be enforced to the maximum extent permitted.

## AUTHORITY; REPRESENTATIONS

**24.1 Authority of Signatories.** Each signatory represents that he/she/it has full legal authority to execute and deliver this Agreement on behalf of the party indicated.

**24.2 OFAC Compliance.** Neither party is subject to sanctions prohibiting the transaction.

## OFFER, ACCEPTANCE, AND EXPIRATION

**25.1 Offer Expiration.** This offer expires on ______________ at ______________ ☐ am / ☐ pm local time unless sooner withdrawn or accepted.

**25.2 Effective Date Confirmation.** The parties acknowledge the Effective Date is ______________.

## ADDITIONAL TERMS

**26.1 Additional Terms and Conditions.** ______________ ______________

**26.2 Addenda and Disclosures Attached (check all that apply):**

- ☐ Financing Addendum
- ☐ Appraisal Contingency Addendum
- ☐ Inspection Addendum
- ☐ Property Sale Contingency Addendum
- ☐ Title and Survey Addendum
- ☐ Homeowners/Condominium Association Addendum

- [ ] Lead-Based Paint Disclosure (pre-1978)
- [ ] Seller Financing Addendum
- [ ] Post-Settlement Occupancy Addendum
- [ ] Well/Septic Addendum
- [ ] Radon/Mold Addendum
- [ ] Wood-Destroying Insect Report
- [ ] Home Warranty Confirmation
- [ ] 1031 Exchange Cooperation Addendum
- [ ] Other: ____________

## KEY DATES AND DEADLINES

**27.1** Effective Date: ____________

**27.2** Earnest Money Due: ____________

**27.3** Additional Deposit(s) Due: ____________ and ____________

**27.4** Loan Application Deadline: ____________

**27.5** Financing Deadline/Approval Notice: ____________

**27.6** Inspection Deadline: ____________

**27.7** Title Commitment Delivery: ____________

**27.8** Title Objection Deadline: ____________

**27.9** Insurance Binder Deadline: ____________

**27.10** Association Disclosure Packet/Resale Certificate Delivery: ____________

**27.11** Association Cancellation Deadline: ____________

**27.12** Appraisal Deadline: ____________

**27.13** Walk-Through: ____________

**27.14** Closing Date: ____________

**27.15** Possession Date/Time: ____________

## ACKNOWLEDGMENTS; SIGNATURES

**28.1 Buyer's Acknowledgments.** Buyer acknowledges: (a) receipt or opportunity to receive required statutory disclosures; (b) obligation to conduct due diligence; (c) wire fraud warning; and (d) that time is of the essence.

**28.2 Seller's Acknowledgments.** Seller acknowledges: (a) obligation to disclose known material adverse facts as required by law; (b) to maintain the Property's condition; and (c) to deliver marketable title as required.

**28.3 Brokerage Receipt.** The undersigned brokers/agents, if any, acknowledge their disclosures under Section 20.

BUYER: 1

NAME: ______________________

SIGNATURE: ______________________

DATE: ______________________

BUYER: 2

NAME (IF MULTIPLE): ______________________

SIGNATURE: ______________________

DATE: ______________________

SELLER: 1

NAME: ______________________

SIGNATURE: ______________________

DATE: ______________________

SELLER: 2

NAME (IF MULTIPLE): ______________________

SIGNATURE: ______________________

DATE: ______________________

ESCROW AGENT ACKNOWLEDGMENT (OPTIONAL):

ESCROW AGENT:

BY:

DATE:

BROKER/AGENT ACKNOWLEDGMENT (OPTIONAL):

LISTING FIRM/AGENT:

SIGNATURE:

DATE:

BROKER/AGENT ACKNOWLEDGMENT (OPTIONAL): 2

SELLING/BUYER FIRM/AGENT:

SIGNATURE:

DATE:

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