RESIDENTIAL SALES AGREEMENT (WEST VIRGINIA)

This SALES AGREEMENT ("Agreement") is made on ____________________ ("Agreement Date") between ____ ("Buyer") and ____ ("Seller") who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction __________________________ ___ ("Listing Company") represents Seller, and ____ ("Selling Company") represents ☐ **Buyer,** ☐ **Seller OR** ☐ **Both parties are aware of and consent to the disclosure of dual agency**. The Listing Company and Selling Company are jointly referred to as the "Broker." If the brokerage firm is serving as a dual representative for both the Seller and Buyer, the relevant disclosure form is included and incorporated into this Contract. In exchange for the mutual promises and agreements outlined below, along with other valuable consideration, the receipt and adequacy of which are acknowledged, the Seller(s) and Buyer(s) agree to the following terms:

1. **REAL PROPERTY** The Buyer agrees to purchase, and the Seller agrees to sell, for the agreed-upon sales price ("Sales Price"), the Seller's full interest in the real property, including all improvements, rights, and appurtenances, as detailed below ("Property"):
Street Address ___________________________________ Unit#______ City _______________State ____
Zip Code______, County/Municipality____________ Tax Map/ID# ________________________________
Legal Description: ________________________________Lot(s) _____________Block/Square ________
Section__________Subdivision/Condominium_______________________Parking/Space#____________
Deed Book/Liber#____________________Page/Folio#____________________________

2. **PRICE AND FINANCING**

A. **Down Payment** $ ______________________

B. Financing

1. First Trust (if applicable) $ ______________________

2. Second Trust (if applicable) $ ______________________

3. Seller Held Trust Addendum attached (if applicable) $ ______________________

TOTAL FINANCING $ ______________________

SALES PRICE $ ______________________

SELLER PAID SUBSIDY
Seller's net reduced by: $ ______________________

PAYMENT FROM SELLER TOWARDS BUYER'S BROKERAGE FEE

Seller's net reduced by: $ ______________________

The Seller's obligation to pay the Buyer's brokerage compensation, as outlined herein, is enforceable against the Seller.

C. **First Deed of Trust** Buyer will ☐ **Obtain** OR ☐ **Assume** a ☐ **Fixed** OR an ☐ **Adjustable** rate First Deed of Trust loan of the following type:
<u>**See Attached Addendum**</u>: ☐ **Conventional,** ☐ **VA,** ☐ **FHA,** ☐ **USDA,** ☐ **Other:**_______________
OR ☐ **This agreement is not contingent on Financing.**

D. **Second Deed of Trust** Buyer will ☐ **Obtain** OR ☐ **Assume** a ☐ **Fixed** OR an

☐ **Adjustable** rate Second Deed of Trust loan.

Seller: ________/________ Buyer: ________/________

E. **Assumption Fee** Any assumption fee, if applicable, along with all costs associated with the assumption, will be the responsibility of the Buyer. In the event the Buyer takes on the Seller's loan(s): (i) Buyer and Seller ☐ **will** OR ☐ **will not** secure a release of the Seller's obligation to the U.S. Government for loan repayment by the Settlement, (ii) Buyer and Seller ☐ **will** OR ☐ **will not** arrange for the substitution of the Seller's VA entitlement by the Settlement. The remaining balances on any assumed loans, secondary financing, and cash down payments are estimated.

3. **SELECTION MUST BE MADE BELOW:**

☐ **TIME IS A CRITICAL FACTOR IN ALL PROVISIONS OF THIS AGREEMENT**. Time is critical, meaning the agreed-upon dates and deadlines must be adhered to. If these specified dates or time frames are not met, it will lead to a forfeiture of contractual rights or be considered a Default as per the terms of the agreement.

OR

☐ **TIME IS NOT A CRITICAL FACTOR FOR ALL PROVISIONS OF THIS AGREEMENT.** By choosing this option, the parties acknowledge that time is not a critical factor. Therefore, a reasonable period is typically implied when fulfilling the dates and deadlines outlined in this Agreement. The parties are informed that a reasonable time may be measured in days or weeks, and any inconvenience, rescheduling fees, or other out-of-pocket expenses incurred to accommodate this reasonable time may not be recoverable in such situations.

4. **DEPOSIT**

The EMD ("Deposit") of $____________ is ☐ in hand OR ☐ will be received within ___ days of agreement ratification and will be deposited into a Trust Fund account with either the ☐ **Listing Broker OR** ☐ **Selling Broker OR** ☐ **Attorney** in accordance with the laws and regulations of the relevant jurisdiction, and/or as required by Title 38 of the U.S. Code if VA financing applies. If the Buyer fails to deliver the Deposit to the Escrow Agent on time, the Seller has the option to issue a Notice to Void the Contract. Once the Seller delivers the Notice to Void the Contract, all rights and obligations of both parties under the agreement will terminate. The Buyer may remedy the default by delivering the Deposit to the Escrow Agent before the Seller issues the Notice to Void the Agreement.

Deposit will be held in escrow until:

a. Credited toward the Sales Price at settlement; OR

b. All parties have reached a written agreement regarding its disposition; OR

c. A court with proper authority issues an order for disbursement, and all appeal deadlines have passed; OR it has been resolved in any other way permitted by the laws and regulations of the relevant jurisdiction.

5. **GRANTORS TRANSFER TAX** shall be paid by the Seller. Any HOA expenses, including but not limited to transfer fees, will be covered by the Seller. All standard annual HOA fees will be prorated.

6. **DOWN PAYMENT** The remaining balance of the down payment will be paid on or before the Settlement Date via certified check, cashier's check, or bank wire transfer. The use of an assignment of funds is not permitted without the Seller's prior written approval.

7. **NOTICES** ("notice" or "notify"). All notices required by this agreement must be in writing and will take effect upon delivery. For calculating time periods, the first day will be the day after delivery, with the time period ending at 9:00 p.m. on the specified day. A written acknowledgment of receipt of notice is optional and not mandatory.

8. **DELIVERY** ("delivery" or "delivered") may be accomplished through methods such as hand delivery, professional courier service, United States mail, facsimile, or e-mail transmission.

   A. Delivery is considered to have occurred:
      1. By hand; OR
      2. By a professional courier service; OR
      3. By United States mail, return receipt requested; OR
      4. By Email and/or Facsimile OR
      5. When acknowledged in writing by the recipient, if any other method is used.

   B. Deliveries will be sent to:

      The Seller: ____
      ____

      The Buyer: ____
      ____

   Any addenda, amendments, and notices required by the Agreementwill also be sent to the Brokers or the Broker's Representative at the following e-mail address:

   Listing Company email: ____

   Selling Company email: ____

   Any delivery made to the Broker or Broker's Representative, either principal ☐ **shall** OR ☐ **shall not** be considered as Delivery.

   No party involved in this Agreement shall refuse Delivery with the intention of delaying or extending any deadline set forth in the Agreement.

9. **SETTLEMENT** The Seller and Buyer will complete full settlement as per the terms of this Agreement("Settlement") on, or with mutual agreement prior to,_____________ ("Settlement Date"), unless otherwise specified in this Agreement. Buyer selects: _____ ("Settlement Agent") to handle the Settlement. Each party may hire their own legal counsel. The Buyer agrees to reach out to the Settlement Agent within 10 days after the Date of Ratification to schedule the Settlement and make arrangements for ordering the title examination and, if necessary, a survey.

10. **PROPERTY MAINTENANCE AND CONDITION** Unless otherwise stated herein, the Seller will deliver the Property free of trash and debris, broom clean, and in substantially the same physical condition as determined on ☐ AgreementDate OR ☐ Date of Home Inspection OR ☐ Other: ______________________. The Seller will ensure that all Utilities remain in service until Settlement or as otherwise agreed. Neither the Buyer nor the Seller will hold the Broker responsible for any violation of this clause.

    The Buyer acknowledges, pending Seller acceptance, that this Agreement may be contingent upon home inspection(s) and/or other inspections to assess the physical condition of the Property.

    ☐ ☐ This Agreement is contingent upon inspections, and any Addendum(s) must be attached.
    OR
    ☐ ☐ The Buyer accepts that the property is sold in its **AS-IS CONDITION, WITHOUT ANY INSPECTIONS** or contingencies related to the condition of the property, as of the date specified above.

11. **ENTRY TO PROPERTY** The Seller will grant reasonable access to the Broker, Buyer, inspectors representing the Buyer, and representatives of lending institutions for Appraisal purposes, in order to fulfill the requirements of this Contract. Additionally, the Buyer and/or Buyer's representative will have the right to conduct a final inspection within 5 days before Settlement and/or occupancy, unless otherwise agreed upon by the Buyer and Seller.

12. **UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING (check all that apply)**

Water Supply: ☐ Public ☐ Private Well ☐ Community Well
At Transfer Public Hookup Required ☐Yes or ☐Unknown

Sewage Disposal: ☐ Public ☐ Septic for #BR __ ☐Community Septic
☐Alternate Septic for # BR_
At Transfer Public Hookup Required ☐Yes or ☐Unknown

Water Heater: ☐ Oil ☐ Gas ☐ Elec. ☐ Other _______________

Air Conditioning: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other _________ ☐ Zones _______

Heating: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other _________ ☐ Zones _______

13. **PERSONAL PROPERTY AND FIXTURES** See **ITEMS TO CONVEY ADDENDUM**.
The property comes with the following personal belongings and fixtures, if present: exterior trees and shrubs, built-in heating and central air conditioning systems, plumbing, lighting fixtures, sump pump, attic, exhaust fans, storm windows and doors, screens, and installed wall-to-wall carpeting. Any surface or wall-mounted electronic equipment or devices are excluded from the sale. Unless stated otherwise in writing, all wall brackets and/or mounts are included. The seller will repair any wall damage caused by the removal of components, brackets, or mounts, including repainting.

LEASED ITEMS Any items, systems, or service contracts that are leased (such as, but not limited to, fuel tanks, water treatment systems, lawn care contracts, security system monitoring, and satellite contracts) are not included in the sale unless there is a specific written agreement between the Buyer and Seller. Below is a list of the leased items on the property:

____
____
____
____

14. **HOME WARRANTY** ☐ Yes OR ☐ No.
Home Warranty Policy selected by: ☐ Buyer OR ☐ Seller and paid for and provided at Settlement by: ☐ Buyer OR ☐ Seller. Cost not to exceed $ ___________.
Warranty provider to be______________________________________

15. **FINANCING APPLICATION** If this Agreement is dependent on securing financing, the Buyer must submit a written application for the Specified Financing and any required property/flood insurance from the lender no later than **7** days following the Date of Ratification. The Buyer authorizes the Selling Company and the lender to share general updates about the status of the loan application and process with the Listing Company and Seller. Should the Buyer fail to complete the transaction, unless caused by a Default by the Seller, the terms outlined in the DEFAULT section will apply. The Seller agrees to meet reasonable lender requirements, unless otherwise stated in the LENDER REQUIRED REPAIRS section of the applicable financing contingency addendum.

16. **FINANCING** Mortgage rates and related fees differ between financial institutions and are subject to changes based on market trends. The Buyer has the option to choose the lender and negotiate the terms and conditions of the financing, in accordance with this Agreement. The financing may involve significant lump-sum (balloon) payments due at specified times. The Buyer has not depended on any claims regarding the future availability of mortgage funds or interest rates for refinancing such lump sum payments.

17. ALTERNATIVE FINANCING The Buyer may replace the Specified Financing with alternative financing and/or a different lender, provided that: (a) the Buyer qualifies for the alternative financing, and (b) there is no additional cost to the Seller;
(c) the Settlement Date is not delayed; and (d) If the **Buyer fails to close the transaction, except due to a Default by the Seller, the terms outlined in the DEFAULT section will apply.**

Seller: _______/_______ Buyer: _______/_______

18. **BUYER'S REPRESENTATIONS** The Buyer **will** OR **will not** use the Property as their primary residence. **Except as otherwise stated in a written contingency, neither this Agreement nor the financing is contingent upon the sale, settlement, or lease of any other real estate**. The Selling Company is OR is not permitted to share with the Listing Company, Seller, or any lender the financial or credit information provided to the Selling Company by the Buyer. The Buyer acknowledges that the Seller is relying on all of the Buyer's representations, including, but not limited to, the accuracy of the financial or credit details provided to the Seller, Broker, or lender by the Buyer.

19. **DAMAGE OR LOSS** The Seller retains the risk of damage or loss to the Property due to fire, acts of God, or other unforeseen events until the deed of conveyance is executed and delivered to the Buyer at Settlement.

20. **TITLE** The title report and survey, if needed, will be ordered without delay. If they are not available on the Settlement Date, the Settlement may be postponed for up to **10** business days to acquire them. After this period, the Seller may, at their discretion, cancel the Contract, and the Deposit will be fully refunded to the Buyer as specified in the DEPOSIT section. The Property will be transferred with clear, marketable, and insurable title, free from liens, except for any loans the Buyer assumes. Title will be acceptable to a licensed title insurance company without requiring any additional premium. Title may be subject to typical easements, covenants, conditions, and restrictions on record. If this is not the case, the Buyer may cancel the Agreement unless the issues can be resolved within 30 days after the Settlement Date. If any action is needed to perfect the title, the Seller must promptly address it at their expense. The Broker is released from any liability for title defects. The Seller will transfer the Property via a general warranty deed (West Virginia). The Seller will also sign any necessary affidavits, lien waivers, tax certificates, and other forms required by the lender, title insurance company, Settlement Agent, or relevant government authority, and permits the Settlement Agent to request payoff or assumption information from any existing lenders. The method of holding title may have significant legal and tax implications. The Buyer is advised to seek appropriate professional advice regarding this decision. Unless otherwise agreed in writing, the Seller will cover any special assessments and comply with any violation notices or orders from county or local authorities, homeowners' associations, or any relevant court actions on the Settlement Date.

21. **POSSESSION DATE** Unless a different arrangement is made in writing between the Seller and Buyer, the Seller will deliver possession of the Property at Settlement, including the transfer of keys, if applicable. If the Seller does not comply and continues to occupy the Property after Settlement, the Seller will be considered a tenant at sufferance of the Buyer and explicitly waives any legal notice to vacate. The Buyer has the right to use any legal methods necessary to gain possession of the Property. The Seller will be responsible for paying any damages, costs, and reasonable attorney fees incurred by the Buyer.

22. **FEES** Seller will be responsible for paying the fees associated with preparing the Deed, the portion of the Settlement Agent's fee billed to the Seller, costs for releasing any existing encumbrances, the Seller's legal fees, and any other appropriate charges assessed to the Seller. The Buyer will be responsible for the fees related to the title examination (unless stated otherwise), survey, recording fees (including those for any purchase money trusts), the portion of the Settlement Agent's fee billed to the Buyer, the Buyer's legal fees, and any other appropriate charges assessed to the Buyer. All fees charged will be reasonable and customary for the area where the Property is located.

23. **BROKER'S FEE** The Seller irrevocably directs the Settlement Agent to pay the Broker's compensation ("Broker's Fee") at Settlement, as outlined in the listing agreement. The Settlement Agent will disburse the compensation offered by the Listing Company to the Selling Company, as specified in writing as of the AgreementDate, and the remaining portion of the Broker's compensation will be paid to the Listing Company.

24. **ADJUSTMENTS** Rents, taxes, water and sewage charges, front foot benefit and house connection charges, condominium association fees, homeowners' association fees, property owners' association regular assessments (if applicable), and any other operating charges will be prorated to the day of Settlement. Any heating or cooking fuels still remaining in supply tank(s) at Settlement will transfer to the Buyer, unless the tanks are leased.

25. **TAXES, GENERAL AND SPECIAL,** shall be adjusted based on the tax certificate provided by the Settlement, regardless of whether assessments have been imposed. The Seller will cover these costs or provide an adjustment at Settlement. In the event of an assumed loan, interest will be prorated up to the Settlement Date, and the Buyer shall compensate the Seller for any existing escrow balances, if applicable.

26. **ATTORNEY'S FEES**

A. If any Party violates this Agreement and a non-violating Party hires legal counsel to uphold its rights, the non-violating Party shall have the right to recover all reasonable legal costs from the breaching Party, in addition to any other damages that may be owed. This applies whether or not legal action is initiated and includes expenses related to securing, enforcing, or defending any judgment. If a tribunal with appropriate authority finds that multiple parties have breached this Agreement, each breaching Party shall cover their own expenses unless the tribunal designates one or more as a "Substantially Prevailing Party." In such cases, the Substantially Prevailing Party may recover all reasonable legal costs from the breaching parties, in addition to any other recoverable damages, regardless of whether a lawsuit was filed, and for securing, enforcing, or defending any related judgment.

B. If a dispute arises that leads to the Broker (including any agent, licensee, or employee of the Broker) being named as a party in legal proceedings by either the Buyer or the Seller, the Party responsible for involving the Broker in the litigation shall reimburse the Broker for all reasonable legal expenses incurred. However, this obligation shall not apply if the litigation results in a judgment against the Broker.

27. **PERFORMANCE** Providing the necessary funds and signed forms to the Settlement Agent shall be considered adequate fulfillment of performance obligations. At Settlement, funds from this transaction may be applied to satisfy any outstanding liens and encumbrances, including accrued interest, as required by lenders or lienholders.

28. **DEFAULT** If the Buyer fails to complete Settlement for any reason other than the Seller's Default, the Seller may choose to retain the Deposit as liquidated damages (not as a penalty), thereby releasing the Buyer from any further liability. However, if the Seller does not opt to accept the Deposit as liquidated damages, the Buyer's liability may extend beyond the Deposit in the event of a Default. If the Deposit is forfeited, or if damages are awarded by a court or resolved through a settlement between the Seller and Buyer, the Broker may receive, and the Seller agrees to pay, one-half of the Deposit in place of the Broker's Fee, provided that the Broker's portion of the forfeited Deposit does not exceed the amount specified in the listing agreement.

If the Seller fails to fulfill or adhere to any terms of this Agreement or does not complete Settlement for any reason other than the Buyer's Default, the Buyer has the right to seek all legal or equitable remedies, including specific performance and/or damages. If either the Seller or Buyer refuses to sign a release of the Deposit ("Release") upon written request, and a court determines that the refusal was unjustified, the refusing party shall be responsible for covering the other party's litigation expenses, including reasonable attorney's fees. The Seller and Buyer also acknowledge that no Escrow Agent shall be held liable to any party for disbursing or failing to disburse the Deposit, except in cases of gross negligence or intentional misconduct by the Escrow Agent.

The parties also agree that the Escrow Agent shall not be held responsible for any failure of the depository where the Deposit is held. Additionally, both the Seller and Buyer agree to indemnify, defend, and hold the Escrow Agent harmless from any losses or expenses related to the holding, disbursement, or failure to disburse the Deposit, except in cases of the Escrow Agent's gross negligence or intentional misconduct. If either the Buyer or Seller defaults, the defaulting party shall, in addition to any other damages, immediately cover the costs incurred for the title examination, appraisal, survey, and the full Broker's Fee.

29. **OTHER DISCLOSURES** **Buyer and Seller should thoroughly review this Agreementto ensure that its terms accurately reflect their mutual understanding and agreements. While the Broker may provide guidance on real estate matters, either party seeking legal advice is encouraged to consult with an attorney. Additionally, Buyer and Seller are advised to obtain professional guidance regarding the property's condition, as well as tax and insurance matters.** The provisions outlined in this section highlight certain matters that the parties may wish to investigate further. However, these disclosures do not establish any contingencies. Any contingencies must be explicitly stated by incorporating the appropriate terms into this Contract. The parties acknowledge the following disclosures.

A. **PROPERTY CONDITION** Various inspection services and home warranty insurance programs are available to the parties. However, the Broker does not provide guidance on certain matters, including but not limited to: water quality and supply (such as lead and other contaminants); sewer or septic systems; soil conditions; flood hazard zones; potential restrictions on property use due to restrictive covenants, zoning laws, subdivision regulations, environmental laws, easements, or other recorded forms; airport or aircraft noise; planned developments; road or highway expansions; and construction or hazardous materials. These materials may include, but are not limited to, flame-retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, defective Chinese drywall, asbestos, and lead-based paint. Information on these matters may be available from relevant government agencies.

B. **LEGAL REQUIREMENTS** All agreements for the sale of real property must be in writing to be legally enforceable. Once this Agreement is ratified and delivered, it becomes a binding legal agreement. Any modifications to this Agreement must also be made in writing to be valid and enforceable.

C. **BROKER** The Buyer and Seller acknowledge that the Broker is acting solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector, or any other professional service provider. The Broker may also engage in various real estate-related businesses and services, including but not limited to general insurance, title insurance, mortgage lending, real estate settlements, and home warranties. As a result, in addition to the Broker's Fee outlined in this Contract, the Broker may receive compensation for other services provided during this transaction, as disclosed in a separate agreement or disclosure.

D. WEST VIRGINIA TAX WITHHOLDING ON REAL ESTATE SALES BY NON-RESIDENTS When selling property as a nonresident in West Virginia, state law (West Virginia Code 11-21-71b) mandates that the settlement attorney withhold a portion of the net proceeds. Nonresidents may need to file a state income tax return to report the sale and calculate the final tax owed or any potential refund. It is advisable for sellers to consult with their accountant or attorney to understand the tax obligations and filing requirements. For further details, the West Virginia State Tax Department can be reached at 304-558-3333. A copy of the code is available online at: http://www.wva.state.wv.us/wvtax/westvirginiastatetaxdepartment.aspx.

E. **IRS/FIRPTA - WITHHOLDING TAXES FOR FOREIGN SELLER**. If the Seller is a Foreign Person, the Buyer may be obligated to withhold and remit up to fifteen percent (15%) of the Sale Price to the Internal Revenue Service (IRS) on the Seller's behalf. Additionally, an IRS form must be filed, requiring both the Seller's and Buyer's tax identification numbers. Both parties agree to collaborate with each other and the Settlement Agent to fulfill all legal requirements. If the Seller's proceeds are insufficient to meet the withholding obligations under FIRPTA, the Seller may need to provide additional certified funds at Settlement to cover the required withholding payment.

F. **PROPERTY INSURANCE** Securing property insurance is usually a condition set by the lender for loan approval. The Buyer agrees to submit a written application for any lender-required property or flood insurance within seven (7) days of ratification. Insurance rates and availability may be influenced by past claims or inquiries on the property's policy, as well as claims associated with the

Buyer. In some cases, obtaining property insurance can be challenging. The Seller is encouraged to consult with an insurance professional regarding the continuation or cancellation of coverage.

Seller: ______/______ Buyer: ______/______

H. **BUYER** hereby expressly acknowledges and confirms receipt of a copy of the Seller's Voluntary Property Condition Disclosure/Disclaimer Statement, if made available.

G. **AVOID WIRE FRAUD All consumers must communicate directly with the closing attorney regarding payment and fund distribution.**

30. **BUYER DUE DILIGENCE**

A. **BUYER** explicitly acknowledges that, except for any written warranties that may apply, they have not relied on any statements made by the Seller, Real Estate Agent, or Broker involved in this transaction, nor have they depended on any representations from them regarding the transaction:

1. The suitability of the real estate and its improvements for the intended purpose of purchase; AND
2. The structural soundness of any or all improvements on the property; AND
3. The presence or absence of defects in the property and/or its improvements.

B. **BUYER** are responsible for conducting their own due diligence regarding information on registered sexual offenders under Article 12 of Chapter 15 of the West Virginia Code. This information can be obtained by contacting the local police department or the West Virginia State Police at www.wvstatepolice.com or by calling (304) 746-2100.

C. **BUYER** is responsible for conducting due diligence regarding school system information by reaching out to the local Board of Education and obtaining crime statistics by contacting the local police department.

D. **BUYER** is responsible for conducting due diligence to acquire a copy of the property's Covenants and Restrictions. This information may be obtained from the settlement agent, the homeowners' or property owners' association, or the courthouse.

E. **BUYER** understands that estimating real estate taxes for the next year can be challenging, particularly if the property has been rented, vacant, or newly constructed. If the property was not owner-occupied as of July 1, the taxes may increase significantly, potentially doubling for the following year. The tax bill is issued in late July, about one year after the assessment, and covers the current calendar year. Any responsibility for increases in tax rates or reclassification falls on the BUYER.

F. **BUYER** is responsible for conducting due diligence to gather information regarding, but not limited to, the following:

- Internet Access
- Property and surrounding land use and zoning
- Community Development Authority Zones
- Covenants recorded in land records
- Home Warranty
- Historic Districts and Properties
- Road Upgrades and Rerouting
- Stormwater Management locations
- Flood Zones/Insurance
- Wastewater Systems and Maintenance
- Public Service Connection Requirement
- Solar Panels
- Conservation areas/easements
- Tax districts
- Insurance costs
- Airport upgrades and noise zones
- Title Insurance
- Occupancy Permits
- Utility Easements
- Mold

31. **ASSIGNABILITY** This Agreement cannot be transferred without the written approval of both the Buyer and Seller. If both parties provide written consent for an assignment, the original parties remain responsible under this Agreement until the closing is completed.

Seller: _______/_______ Buyer: _______/_______

32. **VOID AGREEMENT** If this Agreement is rendered null and void without fault from either party, both parties shall promptly sign a release instructing that the Deposit be fully refunded to the Buyer in accordance with the terms outlined in the DEPOSIT section.

33. **PRIVACY ACT** Seller and Buyer grant permission to their respective attorneys and the settlement agent to provide the Listing Broker and Selling Broker with copies of the final HUD-1 settlement statement for this transaction. This authorization also extends to the ALTA statement or a similar form.

34. **ARBITRATION** Nothing in this Agreement shall prevent arbitration in accordance with the Code of Ethics and Standards of Practice of the National Association of REALTORS.

35. **DEFINITIONS**

A. "Appraisal" refers to a written valuation of the Property conducted by a licensed appraiser in West Virginia.
B. "Day(s)" or "day(s)" signifies calendar days unless otherwise indicated in this Agreement.
C. Any mention of the time of day will correspond to Eastern Time in the United States.
D. When calculating timeframes, the first day will be the day after Delivery, and the period will conclude at 9 p.m. on the specified date. If the Settlement Date falls on a Saturday, Sunday, or recognized holiday, the Settlement will take place on the preceding business day.
E. "Date of Ratification" is the date when both the Buyer and Seller provide written final approval of all terms within this Agreement (not the date any contingencies expire or are resolved).
F. "Notices" ("notice" or "notify") refers to a one-sided communication from one party to another.
G. Refer to Paragraph 8 for definitions of "Delivery."
H. "Specific Financing" pertains to the type(s) and amount(s) of loans, if applicable, as outlined in the PRICE AND FINANCING section.
I. Words in the masculine form shall also include the feminine, and singular terms shall encompass the plural.
J. "Possession Date" is defined in the POSSESSION DATE section.
K. "Legal Expenses" encompasses attorney fees, court-related costs, and litigation-related expenses, which may include but are not limited to expert witness fees and court reporter charges.

36. **MISCELLANEOUS** This Agreement may be executed in multiple counterparts, each considered an original, and collectively forming a single binding form. Copies transmitted via facsimile will be regarded as originals. Any handwritten or typed provisions within this Agreement shall take precedence over any conflicting pre-printed terms.

37. **ENTIRE AGREEMENT** This Agreement shall be legally binding upon the parties and their respective heirs, executors, administrators, successors, and permitted assigns. Any provisions that remain unfulfilled at the time of Settlement shall continue to be in effect beyond the delivery of the deed and shall not be merged into it. Unless modified in writing, this Agreement represents the complete and final understanding between the parties, and no party shall be obligated by any terms, conditions, verbal agreements, warranties, or representations not explicitly stated herein. The interpretation and enforcement of this

Agreement shall be governed by the laws of the jurisdiction in which the Property is situated.

38. **EXPIRATION OF OFFER** The Seller must provide a response to this offer on or before______ , otherwise, the offer shall be deemed null and void, and the Buyer's deposit shall be refunded.

Seller: ____________________/_______ Buyer: _______/_______

J. **FORMS** If ratified and attached, these forms shall become an integral part of this Agreement. (This list does not include all possible addenda that may be required.)

☐ Yes West Virginia Notice of Agency
☐ Yes Disclosed Dual Agency
☐ Yes Property Disclosure/Disclaimer
☐ Yes Applicable Financing Addendum
☐ Yes FHA Home Inspection Notice
☐ Yes Lead Base Paint Disclosure
☐ Yes Contingencies Addendum
☐ Yes 1031 Exchange Addendum or other investment instrument

Other:____
____
____
____

SELLER:

____
Signature Date

____
Signature Date

BUYER:

____
Signature Date

____
Signature Date

Date of Ratification (see DEFINITIONS)

____

****

For informational purposes only:

Listing Company's Name and Address:

______________________________ __________

126 Whirlwind Drive, Winchester, VA 22602

Office # ______________________________

Fax # ______________________________

MLS Broker Code and Office ID __________

Agent Name ______________________________

Real Estate License Number & Jurisdiction

Agent MLS ID# ______________________

Team Leader/Agent ____________________

Email Address ______________________

Selling Company's Name and Address:

____
____

Office # ______________________________

Fax # ______________________________

MLS Broker Code and Office ID ________

Agent Name ________________________

____
Real Estate License Number & Jurisdiction

Agent MLS ID# ______________________

Team Leader/Agent __________________

Email Address ______________________