



### REGIONAL SALES CONTRACT

This SALES CONTRACT ("Contract") is made on July 18, 2007 ("Contract Date") between \_\_\_\_\_ ("Purchaser") 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 DRodio Real Estate, Inc ("Selling Company") represents

**Purchaser** or  **Seller**. The Listing Company and Selling Company are collectively referred to as ("Broker"). (If the brokerage firm is acting as a dual representative for both Seller and Purchaser, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**1. REAL PROPERTY** Purchaser will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows ("Property"):  
 TAX Map/ID # \_\_\_\_\_ Legal Description: Lot(s) \_\_\_\_\_  
 Block/Square \_\_\_\_\_ Section \_\_\_\_\_ Subdivision or Condominium \_\_\_\_\_  
 Parking Space(s) # \_\_\_\_\_ County/Municipality \_\_\_\_\_  
 Deed Book/Liber # \_\_\_\_\_ Page/Folio #: \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 Unit # \_\_\_\_\_ City Fairfax State VA Zip Code \_\_\_\_\_

**2. PRICE AND FINANCING**

<b>A. Down Payment</b>		\$ <u>144,000</u>
<b>B. Financing</b>	1. First Trust (if applicable)	<u>576,000</u>
	2. Second Trust (if applicable)	_____
	3. Seller Held Trust Addendum attached (if applicable)	\$ _____
<b>TOTAL FINANCING</b>		<u>576,000.00</u>
<b>SALES PRICE</b>		<u>720,000.00</u>

**3. DEED(S) OF TRUST**

**A. First Deed of Trust** Purchaser will  **Obtain** or  **Assume** a  **Conventional**  **FHA**  **VA**  **Other** \_\_\_\_\_ First Deed of Trust loan amortized over \_\_\_\_\_ years at a  **Fixed** or an  **Adjustable** rate bearing (initial) interest of \_\_\_\_\_ % per year or market rate available. Special Terms (if any): TBD

**B. Second Deed of Trust** Purchaser will  **Obtain** or  **Assume** a Second Deed of Trust loan amortized over \_\_\_\_\_ years at a  **Fixed** or an  **Adjustable** rate bearing (initial) interest of \_\_\_\_\_ % per year or market rate available. Special Terms (if any): \_\_\_\_\_

NVAR K1321

Page 1 of 10

Please Initial: Seller: \_\_\_\_\_ Purchaser: \_\_\_\_\_

DRODIO REAL ESTATE INC 1267 N VAN DORN ST STE 100 ALEXANDRIA, VA 22304  
 Phone: (202) 250-3846 Fax: Daniel Odio

Produced with ZipForm™ by RE FormNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035. [www.zipform.com](http://www.zipform.com)

C. **Assumption Only** Assumption fee, if any, and all charges related to the assumption will be paid by the Purchaser. If Purchaser assumes Seller's loan(s): (i) Purchaser and Seller  will, or  will not obtain a release of Seller's liability to the U.S. Government for the repayment of the loan by Settlement, (ii) Purchaser and Seller  will, or  will not obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

4. **DEPOSIT**

A. Purchaser has delivered a deposit ("Deposit") to \_\_\_\_\_, **Alexandria** ("Escrow Agent") of  \$ **40,000.00** by check and/or  \$ \_\_\_\_\_ by note due and payable on \_\_\_\_\_

B. The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) Credited toward the Sales Price at Settlement; (ii) All parties have agreed in writing as to its disposition; (iii) A court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) Disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Purchaser agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.

5. **DOWN PAYMENT** The balance of the down payment will be paid on or before the Settlement Date by certified or cashier's check or by bank-wired funds. An assignment of funds shall not be used without \_\_\_\_\_ consent of Seller.

6. **SETTLEMENT** Seller and Purchaser will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, Aug. 16 2007 July 22nd 07 ~~October 31, 2007~~ ("Settlement Date") except as otherwise provided in this Contract. Purchaser selects: \_\_\_\_\_ ("Settlement Agent") to conduct the Settlement.

(For transactions in Virginia, use the Virginia Jurisdictional Addendum to select the Settlement Agent.) Either party may retain their own legal counsel. Purchaser agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to arrange for ordering the title exam and, if required, a survey.

7. **EQUIPMENT, MAINTENANCE AND CONDITION** Purchaser accepts the Property in the condition as of the Contract Date except as otherwise provided herein. Seller warrants that, except as otherwise provided, the existing appliances, heating, cooling, plumbing, electrical systems and equipment, and smoke and heat detectors (as required), will be in normal working order as of the Possession Date. Seller will deliver the Property in substantially the same condition as on the Contract Date and broom clean with all trash and debris removed. Purchaser and Seller will not hold the Broker liable for any breach of this paragraph. Seller will have all utilities in service through Settlement or as otherwise agreed.

8. **UTILITIES - WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING** (Check all that apply)

Water Supply:  Public  Private Well  Community Well  
Sewage Disposal:  Public  Septic for # BR \_\_\_\_\_  Community Septic  Alternative Septic for # BR: \_\_\_\_\_  
Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_  
Air Conditioning:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_  
Heating:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_

9. **PERSONAL PROPERTY AND FIXTURES** The Property includes the following existing personal property and fixtures: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. If more than one of an item convey, the number of items is noted.

The items marked YES below are currently installed or offered.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Furnace Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Garage Opener	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	w/remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip. & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Treatment
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3	Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

Dish Network

OTHER bar in the basement to convey

Patio Furniture and Cabana to Convey

**AS IS ITEMS**

Seller does not warrant the condition or working order of the following items and/or systems:

If entire Property is sold "As Is", appropriate addendum must be attached.

**LEASED ITEMS**

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

**10. CONVENTIONAL FINANCING TERMS**

A. **SELLER SUBSIDY** Based on the financing terms specified in this Contract, Seller will pay at Settlement \$ \_\_\_\_\_ toward Purchaser's charges, (including but not limited to loan origination fees, discount fees, buy down or subsidy fees, prepaids or other charges as allowed by the lender). Purchaser will pay all remaining Purchaser's charges. If applicable, Purchaser will pay at Settlement or finance any initial private mortgage insurance required by lender. It is Purchaser's responsibility to confirm with his lender, if applicable, that the entire credit provided herein may be utilized. If lender prohibits Seller from the payment of any portion of this credit, then said credit shall be reduced to the amount allowed by the lender.

NVAR K1321

Please Initial: Seller

Purchaser

**B. APPRAISAL (Must Select Option 1 or 2)**

**Option (1)** This Contract is **contingent** on Purchaser obtaining an Appraisal certifying the value of the Property to be no less than the Sales Price. See Attached Addendum. **If the appropriate Appraisal Contingency Addendum not attached, this Contract is not contingent on an Appraisal and Option (2) below will apply.**

OR

**Option (2)** This Contract is **not contingent** on an Appraisal. Purchaser shall complete Settlement without regard to the value of the Property set forth in any Appraisal and acknowledges that this may reduce the amount of financing available from lender and may require Purchaser to tender additional funds at Settlement. If Purchaser fails to settle except due to any Default by Seller, then the provisions of paragraph #26 (Default) shall apply.

**C. FINANCING (Must Select Option 1 or 2) Not to be used with Seller Financing**

**Option (1)** This Contract is **contingent** on Purchaser obtaining approval for loan(s) to purchase the Property (The "Financing Contingency").

This Contract is contingent until 9 p.m. \_\_\_\_\_ Days after Date of Ratification ("Financing Deadline") upon Purchaser Delivering Notice to Seller on the Regional Form #100 removing this Financing Contingency. Such Notice

shall or  
 shall not be accompanied by a letter from the lender ("Lender's Letter"). Such Lender's Letter shall include the following statements or statements substantially similar thereto:

- 1) Purchaser is approved for the Specified Financing,
- 2) a ratified Contract has been received,
- 3) a written application for the financing has been made,
- 4) income, asset, and liability documentation on Purchaser have been received,
- 5) Purchaser's credit has been reviewed, and
- 6) the application has been reviewed and meets underwriter and investor guidelines.

If Purchaser fails to Deliver Regional Form #100 and Lender's Letter (if required) by the Financing Deadline, this contingency will continue, unless Seller at Seller's option gives Notice to Purchaser that this Contract will become void. If Seller Delivers such Notice this Contract will become void at 9 p.m. on the third day following Delivery of Seller's Notice unless prior to that date and time:

- a) Purchaser Delivers to Seller Regional Form #100 and Lender's Letter (if required); or
- b) Purchaser Delivers to Seller Regional Form #100 and provides Seller with evidence of sufficient funds available to complete Settlement without obtaining financing.

Upon Delivery to Seller of either (a) or (b) above, this Contract will no longer be contingent on Purchaser being approved for the Specified Financing and this Contract will remain in full force and effect.

Prior to satisfaction or removal of the Financing Contingency, if Purchaser receives a written rejection for the Specified Financing and Delivers a copy of the written rejection to Seller, this Contract will become void.

OR

**Option (2)** This Contract is **not contingent** upon Purchaser obtaining approval for loan(s) to purchase the Property. Purchaser acknowledges that there is not a Financing Contingency. Purchaser has provided sufficient documentation to satisfy Seller that Purchaser has been approved for the Specified Financing or has sufficient funds available to complete Settlement without obtaining financing. If Purchaser fails to settle except due to any Default by Seller, then the provisions of paragraph #26 (DEFAULT) shall apply.

**11.  VA or  FHA FINANCING AND APPRAISAL**

Purchaser will  pay at Settlement, or  finance any VA Funding Fee or FHA initial Mortgage Insurance Premium. Based on the Specified Financing in this Contract, the Seller will pay \_\_\_\_\_ toward Purchaser's charges (including but not limited to loan origination fees, discount fees, buydown or subsidy fees, prepaids or other charges as allowed by the lender) except that the total amount of any lender charges which cannot by law or regulation be charged to Purchaser will be paid by the Seller. These charges, if any, will first be deducted from any Seller credit, and the remaining balance, if any, will then be applied to Purchaser's other charges. Purchaser will pay all remaining Purchaser's charges. If VA or FHA financing applies, it is expressly agreed that, notwithstanding any other provisions of this Contract, Purchaser will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner or Direct Endorsement Lender/Department of Veterans Affairs or the Lender Approval Processing Program (LAPP) underwriter setting forth the appraised value of the Property (excluding closing costs) of not less than \$ \_\_\_\_\_. Purchaser will have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT/DEPARTMENT OF VETERANS AFFAIRS WILL INSURE/GUARANTEE. HUD/DEPARTMENT OF VETERANS AFFAIRS AND THE MORTGAGEE DOES NOT WARRANT THE VALUE NOR THE CONDITION OF THE PROPERTY. PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE. If VA Financing applies, Purchaser agrees that should Purchaser elect to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, Purchaser shall pay such excess amount in cash from a source which Purchaser agrees to disclose to the Department of Veterans Affairs, and which Purchaser represents will not be borrowed funds except as approved by the Department of Veterans Affairs. Purchaser's exercise of the option shall be made in writing within 3 Days of the notification to Purchaser of the appraised value, or this Contract shall become void. If FHA financing applies, Purchaser's exercise of the option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation shall be made in writing within 3 Days of the notification to Purchaser of the appraised value, or this Contract shall become void.

**12. FINANCING APPLICATION** If this Contract is contingent on financing, Purchaser will make written application for the Specified Financing and any lender required property insurance no later than 7 days after the Date of Ratification. Purchaser grants permission for the Selling Company and the lender to disclose to the Listing Company and the Seller general information available about the progress of the loan application and loan approval process. If Purchaser fails to settle except due to any Default by Seller, then the provisions of paragraph #26 (DEFAULT) shall apply.

**13. ALTERNATE FINANCING** Purchaser may substitute alternative financing and/or an alternative lender for Specified Financing provided:

- a) Purchaser is qualified for alternative financing;
- b) There is no additional expense to Seller;
- c) The Settlement Date is not delayed; and
- d) If Purchaser fails to settle except due to any Default by Seller, then the provisions of paragraph #26 (DEFAULT) shall apply.

**14. PURCHASER'S REPRESENTATIONS** Purchaser  will, or  will not occupy the Property as Purchaser's principal residence. Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Selling Company  is, or  is not authorized to disclose to the Listing Company and Seller the appropriate financial or credit information statement provided to the Selling Company by Purchaser. Purchaser acknowledges that Seller is relying upon all of Purchaser's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or the lender by Purchaser.

**15. ACCESS TO PROPERTY** Seller will provide the Broker, Purchaser, inspectors representing Purchaser and representatives of lending institutions for Appraisal purposes, reasonable access to the Property to comply with this Contract. In addition, Purchaser and/or Purchaser's representative will have the right to make a final inspection within 5 days prior to Settlement and/or occupancy, unless otherwise agreed to by Purchaser and Seller.

16. **TERMITE INSPECTION** The  Purchaser at Purchaser's expense or  Seller at Seller's expense, will furnish a written report from a pest control firm dated not more than 30 days prior to Settlement showing that all dwelling(s) and/or garage(s) within the Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of active termites and other wood-destroying insects, and free from visible structural insect damage. Any extermination and structural repairs identified in the inspection report will be made at Seller's expense.

17. **REPAIRS** If, as a condition of providing financing under this Contract, the lender requires repairs to be made to the Property, then Purchaser will give Notice to Seller of the lender's required repairs. Within 5 Days after such Notice, Seller will give Notice to Purchaser as to whether Seller will make the repairs. If Seller will not make the repairs, Purchaser will give Notice to Seller within 5 Days after Seller's Notice as to whether Purchaser will make the repairs. If neither Seller nor Purchaser will make the repairs, then this Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES; PERSONAL PROPERTY AND FIXTURES; EQUIPMENT, MAINTENANCE AND CONDITION; WELL AND SEPTIC; TERMITE INSPECTION; or OTHER TERMS, or any terms specifically set forth in this Contract and any addenda. If the Property is sold "as is", Purchaser will be responsible for all repairs.

18. **DAMAGE OR LOSS** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the deed of conveyance to Purchaser at Settlement.

19. **TITLE** The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to 10 business days to obtain the title report and survey after which this Contract, at the option of Seller, may be terminated and the Deposit will be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by Purchaser. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, Purchaser may declare this Contract void, unless the defects are of such character that they may be remedied within 30 Days beyond the Settlement Date. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller's expense. The Broker is hereby expressly released from all liability for damages by reason of any defect in the title. Seller will convey the Property by general warranty deed with English covenants of title (Virginia); general warranty deed (West Virginia); special warranty deed (D.C. and Maryland) ("Deed"). Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lenders. The manner of taking title may have significant legal and tax consequences. Purchaser is advised to seek the appropriate professional advice concerning the manner of taking title. Unless otherwise agreed to in writing, Seller will pay any special assessments and will comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date.

20. **POSSESSION DATE** Unless otherwise agreed to in writing between Seller and Purchaser, Seller will give possession of the Property at Settlement, including delivery of keys, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Purchaser and hereby expressly waives all notice to quit as provided by law. Purchaser will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Purchaser including reasonable attorney fees.

21. **FEES** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided) survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Purchaser, Purchaser's legal fees and any other proper charges assessed to Purchaser will be paid by Purchaser. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording, Transfer and Grantor's Taxes are covered in the appropriate jurisdictional addenda).

22. **BROKER'S FEE** Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the compensation offered by the Listing Company to the Selling Company in writing as of the Contract Date, and the remaining amount of Broker's compensation to the Listing Company.

**23. ADJUSTMENTS** Rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the day of Settlement. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Purchaser, unless leased. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by Seller or allowance made at Settlement. If a loan is assumed, interest will be adjusted to the Settlement Date and Purchaser will reimburse Seller for existing escrow accounts, if any.

**24. ATTORNEY'S FEES** In any action or proceeding involving a dispute between Purchaser and Seller arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s). In the event a dispute arises resulting in the Broker being made a party to any litigation or if the Broker is required to bring litigation to collect the Broker's Fee, Purchaser and Seller agree to indemnify the Broker, its employees, and/or licensees for all attorney fees and costs of litigation against the responsible party, unless the litigation results in a judgment against the Broker, its employees and/or licensees.

**25. PERFORMANCE** Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

**26. DEFAULT** Purchaser will be in Default even if the Financing Contingency has not been removed if Settlement does not occur on the Settlement Date for any reason other than Default by Seller, including without limitation the following:

- A. Failure to lock-in the interest rate(s) and the rate(s) increase so that Purchaser does not qualify for such financing; OR
- B. Failure to comply with the lender's reasonable requirements in a timely and diligent manner; OR
- C. Application is made with an alternative lender (one other than the lender who provided Lender's Letter) and the alternative lender fails to meet the Settlement Date; OR
- D. Does not have the down payment, closing fees and any other required funds, including without limitation, any additional funds required to be tendered by Purchaser if the Appraisal is lower than the Sales Price; OR
- E. Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Purchaser's inability to secure the financing; OR
- F. Failure to make application for property insurance, if required, by lender within 7 days of Date of Ratification; OR
- G. Does or fails to do any act following the Date of Ratification that prevents Purchaser from completing Settlement.

If Purchaser fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Purchaser will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Purchaser's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Purchaser, the Broker may accept and Seller agrees to pay the Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement). If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Purchaser, Purchaser will have the right to pursue all legal or equitable remedies, including specific performance and/or damages. If either Seller or Purchaser refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including, without limitation, reasonable attorney's fees, incurred by the other party in the litigation. Seller and Purchaser agree that no Escrow Agent will have any liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except only in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that Seller and Purchaser each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct. If either Purchaser or Seller is in default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for the title examination, Appraisal, survey and the Broker's Fee in full.

**27. OTHER DISCLOSURES** Purchaser and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. The Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Purchaser and Seller are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters. The following provisions of this paragraph disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

**A. PROPERTY CONDITION** See paragraph #7 (EQUIPMENT, MAINTENANCE AND CONDITION) Various inspection services and home warranty insurance programs are available. The Broker is not advising the parties as to certain other issues, including without limitation: water quality and quantity (including but not limited to, lead and other contaminants;) sewer or septic; soil condition; flood hazard areas; possible restrictions of the use of the Property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

**B. LEGAL REQUIREMENTS** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing for such changes to be enforceable.

**C. FINANCING** Mortgage rates and associated charges vary with financial institutions and the marketplace. Purchaser has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract. The financing may require substantial lump sum (balloon) payments on the due dates. Purchaser has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.

**D. BROKER** Purchaser and Seller acknowledge that the Broker is being retained 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 other professional service provider. The Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, the Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.

**E. PROPERTY TAXES** Your property tax bill could substantially increase following settlement. For more information on property taxes contact the appropriate taxing authority in the jurisdiction where the Property is located.

**F. PROPERTY INSURANCE** Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective Purchaser. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.

**28. ASSIGNABILITY** This Contract may not be assigned without the written consent of Purchaser and Seller. If Purchaser and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.

**29. DEFINITIONS**

- A. "Appraisal" means a written appraised valuation of the Property.
- B. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior business day.
- C. "Date of Ratification" means the date of final acceptance in writing of all the terms of this Contract (not the date of expiration or removal of any contingencies).
- D. For "Delivery" and "Notices" definitions, see appropriate Jurisdictional Addendum.
- E. "Specified Financing" means the loan type(s) and amount(s), if any, specified in both paragraph #2 (PRICE AND FINANCING) and paragraph #3 (DEEDS OF TRUST).
- F. The masculine includes the feminine and the singular includes the plural.
- G. "Possession Date" - See paragraph #20 (POSSESSION DATE).

**30. MISCELLANEOUS** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals. Typewritten or handwritten provisions included in this Contract will control all pre-printed provisions that are in conflict.

**31. VOID CONTRACT** If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a release directing that the Deposit be refunded in full to Purchaser according to the terms of the paragraph #4 (DEPOSIT).

**32. ADDITIONS** The following forms, if ratified and attached, are made a part of this Contract. (This list is not all inclusive of addenda that may need to be attached).

<input checked="" type="checkbox"/> Yes	Jurisdictional Addendum for:	<input type="checkbox"/> DC	<input checked="" type="checkbox"/> VA	<input type="checkbox"/> MD/County _____	
		<input type="checkbox"/> WVA		<input type="checkbox"/> Other _____	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Addendum of Clauses (DC/MD)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Lead Paint Inspection Contingency
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Contingency Clauses (NVAR)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Pre Settlement Occupancy
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Condo/Coop Addendum	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Post Settlement Occupancy
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Dual Agency Form	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Property Disclosure or Disclaimer
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Designated Agency Form	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Radon Testing Contingency
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	FHA Home Inspection Notice	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Sale of Home Contingency
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Home Inspection Contingency	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Seller Held Trust
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Lead Paint Disclosure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Well and Septic Contingency
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Other (specify): _____			

**33. HOME WARRANTY**  Yes  No

Home Warranty Policy paid for and provided at Settlement by:  Purchaser or  Seller.

Cost not to exceed \$ \_\_\_\_\_ . Warranty provider to \_\_\_\_\_

**34. OTHER TERMS** ~~Buyers to settle on or before October 31, 2007. Buyers and sellers agree that if the settlement is to commence prior to October 31, 2007, the sellers will be given a 30 day written notice from the buyers.~~

*Seller will send-back from buyer. See send-back addendum. 7-22-07*

35. **ENTIRE AGREEMENT** This Contract will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

**SELLER:**

**PURCHASER:**

07/18/2007, \_\_\_\_\_ (SEAL)  
Date Signature

07/18/2007/ \_\_\_\_\_ (SEAL)  
Date Signature

07/18/2007 \_\_\_\_\_ (SEAL)  
Date Signature

07/18/2007/ \_\_\_\_\_ (SEAL)  
Date Signature

Date of Ratification see paragraph #29 (DEFINITIONS) 7/23/2007

\*\*\*\*\*

**For information purposes only:**

Listing Company's Name and Address:

Selling Company's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DROdio Real Estate, Inc  
\_\_\_\_\_  
\_\_\_\_\_

Office # \_\_\_\_\_ FAX # \_\_\_\_\_

Office # \_\_\_\_\_ FAX # \_\_\_\_\_

MRIS Broker Code and Office ID \_\_\_\_\_

MRIS Broker Code and Office ID \_\_\_\_\_

Agent Name \_\_\_\_\_

Agent Name \_\_\_\_\_

\_\_\_\_\_  
Real Estate License Number & Jurisdiction

VA 0226009913  
Real Estate License Number & Jurisdiction

Agent MRIS ID# \_\_\_\_\_

Agent MRIS ID# 85896

Team Leader/Agent \_\_\_\_\_

Team Leader/Agent \_\_\_\_\_

Agent Email Address \_\_\_\_\_

Agent Email Address DANIEL@DRODIO.COM

©2006. This is a suggested form owned by certain REALTOR® Associations ("Associations"). This form has been created and printed exclusively for the use of REALTORS® and members of the Associations, who may copy or otherwise reproduce this form in identical form with the addition of their company logo and with any other changes being set forth in a clearly marked separate addendum. Any other use of this form is prohibited without prior written authorized consent of the Associations.

# VIRGINIA JURISDICTIONAL ADDENDUM

This Addendum is made on July 18, 2007, to a Sales Contract ("Contract") dated July 18, 2007 between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_

1. **DELIVERY.** Delivery ("Delivery", "delivery", or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile or email transmission. The parties agree that Delivery will be deemed to have occurred: on the day delivered by hand, on the day delivered by a professional courier service (including overnight delivery service), or by United States mail, return receipt requested, or on the day sent by facsimile or email transmission either of which produces a tangible record of the transmission.

Deliveries will be sent to the following:

- 1) Addressed to the Seller at: \_\_\_\_\_ OR
- [check if applies] transmitted by facsimile to the Seller at \_\_\_\_\_ OR
- [check if applies] transmitted by email to the Seller at \_\_\_\_\_
- 2) Addressed to the Purchaser at: \_\_\_\_\_ OR
- [check if applies] transmitted by facsimile to the Purchaser at \_\_\_\_\_ OR
- [check if applies] transmitted by email to the Purchaser at \_\_\_\_\_

Copies of any addenda, amendments, and Notices required by the Contract will also be provided as a courtesy to the Brokers at the following fax/mailling address/email address:

Listing Company: 1 \_\_\_\_\_

Selling Company: **Fax:** 877-329-3763 **Email:** Team@DROdio.com

The parties agree that any documents sent to the Broker will NOT constitute Delivery.

**The requirements for delivery of property or condominium owner's association documents are specified in the Virginia Property Owners' Association Act and/or Virginia Condominium Act paragraphs of this addendum.**

No party to this Contract will refuse Delivery in order to delay or extend any deadline established in the contract.

2. **NOTICES.** Notice ("Notice", "notice", or "notify") means a unilateral communication from one party to another. All Notices required under this Contract will be in writing and will be effective as of Delivery. For the purposes of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. Written acknowledgement of receipt of notice is a courtesy but is not a requirement.

NVAR - K1341

Page 1 of 6

Please Initial Purchaser: \_\_\_\_\_

or: \_\_\_\_\_

DRODIO REAL ESTATE INC 1267 N VAN DORN ST STE 100 ALEXANDRIA, VA 22304  
Phone: (202) 250-3846 Fax: Daniel Odio

3. **FHA/VA Financing.** If FHA or VA Financing is selected in paragraph 3 A of the Regional Sales Contract as the Specified Financing, then the FHA/VA Financing Addendum must be attached.

4. **APPRAISAL CONTINGENCY FOR CONVENTIONAL FINANCING (ONLY).** If Option 1 is selected and initialed in Paragraph 10 B in the Regional Sales Contract, this Contract IS CONTINGENT upon an Appraisal pursuant to this paragraph. Purchaser shall have until 9:00 p.m. 21 Days (minimum of 14 days recommended) following the Date of Ratification to obtain an Appraisal ("Appraisal Deadline"). **Purchaser shall provide Notice to Seller by the Appraisal Deadline, as follows:**

**A:** The Appraisal is equal to or greater than the Sales Price. This contingency has been satisfied and removed. The parties shall proceed to Settlement;

**OR**

**B:** The Appraisal is equal to or greater than the Sales Price. However, the Purchaser elects not to proceed with consummation of this Contract because the subject Property does not satisfy the lender requirements, the Property appraisal does not allow for the Specified Financing or the Property is inadequate collateral. Such Notice must be accompanied by a written denial of the financing showing written evidence of the lender's decision concerning the Property. The Purchaser must provide such written evidence concurrently with the Purchaser's Notice of election not to proceed.

**OR**

**C:** The Appraisal is not equal to or greater than the Sales Price and the Purchaser elects not to proceed with consummation of this Contract, unless the Seller elects to lower the Sales Price to the appraised value. It will be the Seller's option to lower the Sales Price to the appraised value and the parties shall proceed to Settlement at the lower Sales Price. If the Seller does not make this election, the parties may agree to mutually acceptable terms. Each election must be made by Notice within 3 Days after Notice from the other party. The parties will immediately sign any appropriate amendments. If the parties fail to agree, this Contract will become void;

**OR**

**D:** The Purchaser elects to proceed with consummation of this Contract without regard to the Appraisal. The parties shall proceed to Settlement;

If Purchaser fails to give Seller Notice by the Appraisal Deadline, this contingency will continue, unless Seller at Seller's option gives Notice to Purchaser that this Contract will become void. If the Seller delivers such Notice, this Contract will become void at 9 p.m. on the third day following Delivery of the Seller's Notice, unless prior to such date and time the Purchaser delivers the required Notice.

5. **VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT.** The Virginia Residential Property Disclosure Act requires the Seller to deliver a disclaimer or disclosure statement prior to the acceptance of this Contract unless the transfer of the Property is exempt. The law allows the Seller, on a disclaimer or disclosure statement provided by the Real Estate Board, either to: (1) make no representations or warranties to the condition of the Property and sell the Property "as is", except as otherwise provided in this Contract; **OR** (2) make a written disclosure concerning the Property, based on the Seller's knowledge of its condition. If the Seller furnishes a disclosure statement, then the Seller is required at Settlement to disclose any material change in the physical condition of the Property or to certify to the Purchaser that the condition of the Property is substantially the same. If the disclaimer or disclosure required by law is delivered to the Purchaser after the acceptance of this Contract, the Purchaser may terminate this Contract by giving written notice to the Seller either by hand delivery or by

United States mail, postage prepaid, at or prior to the earliest of (1) 3 Days after delivery of the disclosure or disclaimer in person, (2) 5 Days after the postmark if the disclosure or disclaimer is properly mailed, (3) Settlement on the Property, (4) occupancy of the Property by the Purchaser, (5) written waiver by the Purchaser in a separate document, or (6) the Purchaser's application for a mortgage loan where such application contains a disclosure that the right to terminate ends upon applying for the mortgage loan.

6. **TARGET LEAD-BASED PAINT HOUSING.** The Seller represents that any residential dwellings at the Property  were OR  were not constructed before 1978. If the dwellings were constructed before 1978, then, unless exempt under 42 U.S.C. 4852d, the property is considered "target housing" under the statute and a copy of the "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been attached and made a part of the Contract as required by law. The Purchaser  Yes OR  No waives the right to a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. If No, a copy of the "Sales Contract Addendum for Lead-Based Paint Testing" is attached to establish the conditions for a lead-based paint risk assessment or inspections.

7. **PRIVATE WELL AND/OR PRIVATE SEWAGE SYSTEM.**

A. Well. If the Property is on private well, the  Purchaser, at Purchaser's expense OR  Seller, at Seller's expense, will furnish the Purchaser on or before Settlement with certified test results dated not more than 120 days prior to Settlement from the appropriate local government authority and/or a private company licensed to perform such tests.

B. Sewage. If the Property is on private Septic or private Alternate Septic Sewage Disposal System as indicated in Contract paragraph 8 (Utilities) then the  Purchaser, at the Purchaser's expense OR  Seller, at Seller's expense, will furnish the Purchaser on or before Settlement with certified test results dated not more than 120 days prior to Settlement from the appropriate local government authority and/or private company licensed to perform such inspections. An Alternative system may require regular maintenance in order to prevent failure. Seller  does OR  does not have a maintenance contract. If the Seller does have a maintenance contract Seller will provide a copy to the Purchaser, and that maintenance contract  shall OR  shall not convey.

C. Remediation. If either system is found defective or substandard according to the current governmental standards, the Seller will take appropriate remedial action at the Seller's expense. Nothing in this paragraph relieves the Seller of the obligations under the Title paragraph of the Contract.

8. **VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT.** The Seller represents that the Property  is, OR  is not located within a development that is subject to the Virginia Property Owner's Association Act ("POA Act"). The POA Act requires the Seller of a property within such a development to obtain an Association Disclosure Packet from the property owners' association and provide it to the Purchaser. The information in the Association Disclosure Packet shall be current as of a date-specified on the Association Disclosure Packet. For delivery of the Packet or the Notice of non-availability of the Packet, the Purchaser chooses this address:  
**Hand Deliver Only to** \_\_\_\_\_

The Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if the Purchaser receives the Association Disclosure Packet on or before the Date of Ratification, (b) within 3 days after receiving the Association Disclosure Packet by hand delivery, (c) within 3 days after receiving the Association Disclosure Packet electronically with a receipt to sender, or (d) within 6 days after the postmark date if the Association Disclosure Packet is mailed to the Purchaser.

If the Association Disclosure Packet is not available, the Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if the Purchaser receives notification that the Association Disclosure Packet will not be available on or before the Date of Ratification, (b) within 3 days after receiving notification that the Association

Disclosure Packet will not be available by hand-delivery or electronic means, or (c) within 6 days after the postmark date of the mailed notification.

The Purchaser may also cancel this Contract at any time prior to Settlement if the Purchaser has not been notified that the Association Disclosure Packet will not be available and the Association Disclosure Packet is not delivered to the Purchaser.

Written Notice of cancellation may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that the Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by the Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by the Seller in the Delivery paragraph of this Addendum, provided that the Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by the Purchaser, or (iv) by overnight delivery using a commercial service or the United States Postal Service.

Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the contract under the Virginia Property Owners' Association Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and the Deposit shall be refunded in full to the Purchaser.

The Purchaser, at the Purchaser's expense, shall have the right to request that the association provide an update of the Association Disclosure Packet previously furnished, along with the assurance that there have been no material change, or if there have been material changes, a statement specifying such changes.

The right to receive the Association Disclosure Packet and to cancel this Contract terminates at Settlement.

9. **VIRGINIA CONDOMINIUM ACT.** The Seller represents that the Property  is, OR  is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act which requires the Seller to obtain from the condominium unit owners' association ("Unit Owners' Association") certain financial and other disclosures ("Resale Certificate") and provide it to the Purchaser. If the required disclosures are not available on the Date of Ratification, the Seller shall promptly request them from the Unit Owners' Association and provide them to the Purchaser who shall acknowledge receipt in writing upon Delivery. The information contained in the Resale Certificate shall be current as of a date-specified on the Resale Certificate. For delivery of the Certificate, the Purchaser chooses this address: \_\_\_\_\_

The Purchaser may cancel this Contract: (a) within 3 Days after the Contract Date, if the Purchaser receives the Resale Certificate on or before the date that the Purchaser signs the contract; (b) within 3 Days after receiving the Resale Certificate if the Resale Certificate is delivered by hand or electronically with a receipt to sender; or (c) within 6 Days after the postmark date if the Resale Certificate is sent to the Purchaser by United States mail, return receipt requested.

After receiving the Resale Certificate from the Seller, the Purchaser, at the Purchaser's expense, may submit a copy of the Contract to the Unit Owners' Association along with a request for assurance from the Association that the information submitted in the Resale Certificate remains materially unchanged, or if there have been material changes, a statement specifying such changes. The Purchaser may cancel the Contract within three days of (a) receipt of a statement that there have been one or more material changes to the Resale Certificate, or (b) the date upon which the Unit Owners' Association was required to have furnished such statement, but only if the

Please Initial Purchaser

Seller:

Unit Owners' Association failed to provide the required statement within the time permitted by law.

Written Notice of cancellation may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that the Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by the Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by the Seller in the Delivery paragraph of this Addendum, provided that the Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by the Purchaser, or (iv) by overnight delivery using a commercial service or the United States Postal Service. Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the contract under the Virginia Condominium Owners' Association Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and the Deposit shall be refunded in full to the Purchaser.

The right to receive the Resale Certificate and to cancel this Contract terminates at Settlement.

#### 10. NOTICE TO PURCHASER REGARDING THE CONSUMER REAL ESTATE SETTLEMENT PROTECTION ACT.

**Choice of Settlement Agent:** You have the right to select a Settlement agent to handle the closing of this transaction. The Settlement agent's role in closing your 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, your lender 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.

**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, you are entitled to receive a copy of these guidelines from your Settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

The Purchaser wishes to employ \_\_\_\_\_ ("Settlement Agent") to represent the Contract. The Purchaser agrees to contact the Settlement Agent within 10 Days of the Date of Contract Ratification to schedule Settlement. Settlement Agent shall order the title exam and survey, if required.

#### 11. NOTICE OF POSSIBLE FILING OF MECHANICS' LIEN.

Virginia law (Section 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) 90 Days from the last day of the month in which the lien or last performed work or furnished materials or (ii) 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.

12. **ADDITIONAL FEES.** Grantors tax shall be paid by the Seller. The Purchaser shall pay recording charges for the Deed and any purchase money trusts.

13. **ARBITRATION.** Nothing in this Contract shall preclude arbitration under the Code of Ethics and Standards of Practice of the National Association of REALTORS®.

14. **TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.**

**SELLER:**

07/18/2007 \_\_\_\_\_ (SEAL)  
Date Signature

July 18-07 \_\_\_\_\_ (SEAL)  
Date Signature

**PURCHASER:**

07/18/2007 / \_\_\_\_\_ (SEAL)  
Date Signature

07/18/2007 / \_\_\_\_\_ (SEAL)  
Date Signature

**© 2007 Northern Virginia Association of REALTORS, Inc.**

This is a suggested form of the Northern Virginia Association of REALTORS®, Inc. ("NVAR"). This form has been exclusively printed for the use of REALTOR® and Non-Resident members of NVAR, who may copy or otherwise reproduce this form in identical form with the addition of their company logo. Any other use of this form by REALTOR® and Non-Resident members of NVAR, or any use of this form whatsoever by non-members of NVAR is prohibited without the prior written consent of NVAR. Notwithstanding the above, no REALTOR® or Non-Resident member of NVAR, or any other person, may copy or otherwise reproduce this form for purposes of resale. Purchaser and Seller agree by their initials at the bottom of this page that either party may unilaterally terminate any ratified sales contract that is created prior to September 1, 2006 with through the use of this form.



# HOME INSPECTION AND RADON TESTING ADDENDUM

This Addendum is made on July 18, 2007, to a Sales Contract ("Contract") dated July 18, 2007 between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_

The parties agree that the following addendum is incorporated into and made a part of this Contract:

**1. CONTINGENCIES.** This Contract is contingent upon the satisfaction of the contingencies set forth below ("Contingencies") until the expiration of the time periods for such Contingencies set forth below ("Deadlines"). **This Contract will become void unless each Contingency has been removed in writing by the Deadline, or satisfied, or terminated.** If this Contract is voided, the parties will sign an agreement releasing each other party from the terms of this Contract, the Deposit will then be refunded to the Purchaser, and the parties will have no further liability under this Contract.

**A. HOME INSPECTION.** This Contract is contingent until 9 p.m. 7 Days after the Date of Ratification ("Deadline") upon inspection of the Property by a professional home inspector and/or other professional inspector(s) at the Purchaser's discretion and expense. The Seller will have all utilities in service at the time of the inspection(s). The Contingency will terminate at the Deadline unless by the Deadline the Purchaser has Delivered to the Seller a copy of the inspection report(s) and

(i) a written addendum listing the specific existing deficiencies. The Seller may, at the Seller's option, within 3 Days after Delivery of the addendum, elect in writing to remedy the deficiencies prior to settlement. If the Seller does not elect to make the repairs, or makes a counter-offer, or does not respond, the Purchaser will have 3 Days after Delivery of Seller's counter-offer or the expiration of the period in which Seller had to respond, to respond or remove this Contingency and take the Property in its present physical condition or this contract will become void. Any counter-offer of Purchaser, and any subsequent counter-offer by either party, shall be responded to by the other party within 3 Days of Delivery of such counter-offer. The failure of one party to respond to such counter-offer within the required response period shall result in the Contract becoming void at the expiration of that response period.

Unless otherwise agreed to in writing between the parties, this clause does not release the Seller from any responsibilities set forth in the Contract paragraphs titled: PERSONAL PROPERTY, FIXTURES AND UTILITIES; EQUIPMENT, MAINTENANCE AND CONDITION; WELL AND SEPTIC; TERMITE INSPECTION; OTHER TERMS, any other property condition paragraph, or any items specifically set forth in this Contract and any addendum, amendment, or Notice.

-OR-

(ii) Notice voiding this Contract.

**B. RADON TESTING.** This Contract is contingent until 9 p.m. \_\_\_\_\_ Days after the Date of Ratification ("Deadline") upon the Purchaser, at the Purchaser's discretion and expense, having the Property inspected for the presence of radon by a testing firm ("Testing Firm") listed with the National Radon Safety Board ("NRSB"), or The National Environmental Health Association ("NEHA") using an U.S. Environmental Protection Agency ("EPA") approved testing method. **Testing device to be placed and retrieved by an NRSB or NEHA listed technician.** This contingency will terminate at the Deadline unless by the Deadline the Purchaser has Delivered to the Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either:

(i) A written addendum requiring the Seller at Seller's expense prior to Settlement to address the radon condition by contracting with an NRSB or NEHA listed remediation firm to reduce the presence of radon below the action level established by the EPA and by providing the Purchaser with written re-test results performed by a Testing Firm confirming such reduction of radon. The Seller may, at the Seller's option, within \_\_\_\_\_ Days after Delivery of the addendum, elect in writing to remedy the condition prior to settlement.

If the Seller does not elect to perform in accordance with the addendum, or makes a counter-offer, or does not respond, the Purchaser will have \_\_\_\_\_ Days after Delivery of Seller's counter-offer or the expiration of the period in which Seller had to respond, to respond or remove this Contingency and take the Property in its present physical condition or this contract will become void. Any counter-offer of Purchaser, and any subsequent counter-offer by either party, shall be responded to by the other party within \_\_\_\_\_ Days of Delivery of such counter-offer. The failure of one party to respond to such counter-offer within the required response period shall result in the Contract becoming void at the expiration of that response period.

-OR-

(ii) Notice voiding this Contract.

### WITNESS OUR SIGNATURES AND SEALS:

<b>SELLER:</b>		<b>PURCHASER:</b>	
<u>07/18/2007</u>	_____ Date Signature	<u>07/18/2007</u>	_____ Date Signature
<u>July-18-07</u>	_____ Date Signature	<u>07/18/2007</u>	_____ Date Signature



© 2000 Northern Virginia Association of REALTORS®, Inc.

This is a suggested form of the Northern Virginia Association of REALTORS®, Inc. ("NVAR"). This form has been created and printed exclusively for the use of REALTOR® and Non-Resident members of NVAR, who may copy or otherwise reproduce this form in identical form with the addition of their company logo. Any other use of this form by REALTORS® and Non-Resident members of NVAR, or any use of this form whatsoever by non-members of NVAR, is prohibited without the prior written consent of NVAR. Notwithstanding the above, no REALTOR® or Non-Resident member of NVAR, or any other person, may copy or otherwise reproduce this form for purposes of resale.



NVAR - 1227 - 11/2000

DRUID REAL ESTATE, INC 1267 N VAN DORN ST STE 100 ALEXANDRIA, VA 22304  
Daniel Odio

Phone: (202) 250-3846 Fax:

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, [www.zipform.com](http://www.zipform.com)

### SELLER'S POST-SETTLEMENT OCCUPANCY AGREEMENT

This Agreement is made on July 22 2007, as part of the Sale Contract ("Contract") dated July 22 2007 Between buyer \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property.

In consideration of the mutual terms of this Agreement, the Purchaser permits the Seller to occupy the Property after the time of settlement on the following terms and conditions:

- 1. **OCCUPANCY CHARGE.** The Seller agrees to pay an "Occupancy Charge" as follows:
  - A.  If the post-settlement occupancy period is less than one month, the Seller will pay the Purchaser the Occupancy Charge at settlement. OR
  - B.  If the post-settlement occupancy period is greater than one month, the Seller will pay the Purchaser the Occupancy Charge, monthly, in advance, beginning on the date of settlement and on the same date of each month.

The actual amount of the Occupancy Charge will be:  the sum of the principal, interest, taxes, insurance and homeowner or condominium fees to be paid by the Purchaser and is estimated to be \$ \_\_\_\_\_ per month/day. OR  \$ 4000.00 per month/day.

The parties agree the Occupancy Charge is not rent and this Agreement is not a lease but a temporary right of use not subject to Landlord Tenant law.

- 2. **DEADLINE.** The Seller must vacate and give possession of the Property and keys to the Purchaser on or before midnight, October 31 2007 ("Deadline"). If the Seller vacates before the Deadline, the Purchaser  will not refund any unused part of the Occupancy Charge, OR  will and thereby agrees to accept the date of vacating as the Deadline. If vacating before the Deadline, the Seller must give the Purchaser at least 3 days written notice before vacating.

- 3. **SECURITY DEPOSIT.** The Seller will escrow at settlement \$ 1000.00 as a security deposit to be held by: Title Company ("Escrow Agent"). The Purchaser may, without prejudicing other legal rights and remedies, use all or any part of the security deposit to defray any costs incurred because of the Seller's non-compliance with this Agreement. The Purchaser must conduct a post-occupancy inspection of the Property within 5 days of the Deadline and Deliver to the Seller and Escrow Agent a list of deficiencies within 3 days after the inspection, or waive any claim to the Security Deposit. If the Escrow Agent does not receive this notice within the specified time, the Escrow Agent may release funds to the Seller and will be held harmless by the parties for any future claim, action or demand. If the notice is delivered, the Seller will receive the remaining security deposit after correcting any deficiencies. Should a dispute arise regarding the Security Deposit, the Escrow Agent may require agreement of the parties before dispersing these funds.

- 4. **EQUIPMENT, MAINTENANCE AND CONDITION.** The Seller will maintain and deliver the Property including all equipment, appliances, and landscaping, in keeping with the warranty provisions of the Contract, until the Deadline

- 5. **UTILITIES.** The Seller will keep all utilities registered in the Seller's name and pay the costs until the Deadline.

- 6. **RISK OF LOSS.** Any personal property not included in the sale, kept on the Property by the Seller shall be at the Seller's risk. The Seller shall hold the Purchaser harmless from loss or damage to any personal property or bodily injury to any persons having access to the Property and shall maintain adequate insurance. The Seller and Purchaser are advised to consult with an insurance agent regarding coverage.

- 7. **ACCESS.** The Seller will permit the Purchaser reasonable access to the Property and will deliver 1 set of Keys to the Purchaser at settlement. If the Property is to be offered for rent, the Purchaser or the Purchaser's agent shall have the right to show the Property during reasonable hours 30 days before termination of this Agreement. Authority is granted to the Purchaser's agent to: (i) place a "For Rent" sign on the Property and (ii) place a common key safe/lock box on the Property containing keys necessary to obtain full access to the Property.

- 8. **DEFAULT.** The daily Occupancy Charge shall double if the Seller fails to vacate the Property by the Deadline. The Seller shall also be responsible for any reasonable expenses incurred by the Purchaser as a result of the Seller's failure to vacate, such as, but not limited to, temporary accommodations, furniture storage, added moving costs, attorney's fees, and other costs of enforcing this Agreement.

8. OTHER TERMS:

WITNESS OUR SIGNATURES AND SEALS:

SELLER:

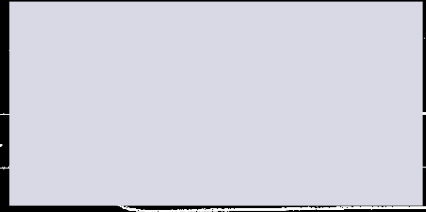
\_\_\_\_\_  
Date (SEAL)

\_\_\_\_\_  
Date (SEAL)

PURCHASER:

July 22 2007  
Date (SEAL)

Jul 22 07  
Date (SEAL)



© 2000 Northern Virginia Association of REALTORS®, Inc. This is a suggested form of the Northern Virginia Association of REALTORS®, Inc. (NVAR). This form has been exclusively printed for the use of REALTOR® and Non-Resident members of NVAR, who may copy or otherwise reproduce this form in identical form with the addition of their company logo. Any other use of this form by REALTOR® and Non-Resident members of NVAR, or any use of this form whatsoever by non-members of NVAR is prohibited without the prior written consent of NVAR. Notwithstanding the above, no REALTOR® or Non-Resident member of NVAR, or any other person, may copy or otherwise reproduce this form for purposes of resale.

