

REAL ESTATE PURCHASE AND SALE AGREEMENT

(This is a legally binding document for the purchase of real property. If not understood, seek competent advice before signing.)

1. This Purchase Agreement, dated _____, 20____, between _____ (“Purchaser”), and _____ (“Seller”), provides that Seller agrees to sell and Purchaser agrees to buy the following property, including the land, all improvements thereon, and appurtenances thereto belonging, located in the City/County of _____, Virginia. Property is commonly know as: _____

2. **PERSONAL PROPERTY INCLUDED:** Included with the sale of the above real estate (if located within said Property at the time of signing this Agreement, unless otherwise noted) are the shades, plantation shutters, blinds, curtain and drapery rods, screens and screen doors, storm windows and doors, light fixtures, wall to wall carpeting, garbage disposal, built-in range, built-in oven, built-in dishwasher, laundry tubs, attic fan, smoke and heat detectors, awnings, electrical wiring connections for appliances, ceiling fan(s), garage door opener(s) and remotes, mailbox and post, outbuildings and sheds, gas logs, fireplace inserts and all other items attached to the real estate and being a part thereof, including all shrubbery and plantings on the Property. Also included are the following items:

3. **PURCHASE PRICE: Total Purchase Price** to be paid by Buyer is payable as follows:

- A. Earnest money deposit check or promissory note , which \$ _____ will remain as a binder until closing, and be held for Seller by closing agent (chosen by Buyer) for Seller until closing, unless sooner forfeited or returned, according to the provisions of this Agreement.

- B. “Subject to” existing loan balance encumbering the Property \$ _____
Lender: _____ Loan #: _____

- C. “Subject to” existing loan balance encumbering the Property \$ _____
Lender: _____ Loan #: _____

- D. Buyer will pay Seller at closing in U.S. cash or locally drawn certified or cashiers check.
Approximately Exactly \$ _____

- E. Buyer will give Seller a Promissory Note as herein set forth in Special Stipulations
Approximately Exactly \$ _____

- F. Total Purchase Price: Approximately Exactly \$ _____

Other Financing Terms: _____

4. **DEPOSIT:** Purchaser has made a deposit of \$ _____ with _____ (Escrow Agent) by _____ Check _____ Cash _____ Other _____. Receipt is acknowledged by the Escrow Agent. Deposit may be held in an interest bearing account. The parties waive any claim to interest resulting from such deposit. The escrow account shall conform to the Virginia Real Estate Board Regulations, and the deposit shall not be released by the Escrow Agent until (i) Seller and Purchaser have agreed in writing as to its disposition, (ii) a court of competent jurisdiction orders a disbursement of the funds, or (iii) the broker can pay the funds to the party in the transaction who is entitled to receive them in accordance with clear and explicit terms of the Agreement which established the deposit.

5. SETTLEMENT; POSSESSION: Settlement shall be made at the offices of _____ on or before _____, 201_, or a reasonable time thereafter if the Purchaser or Seller is making diligent effort to satisfy any contingencies contained in this Agreement.

Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. Seller and Purchaser authorize and direct the settlement agent to provide a unified copy of the HUD-1 Settlement Statement for this transaction to the Seller and Purchaser.

6. PROPERTY INSPECTION CLAUSE: Seller hereby grants to Purchaser the right to have the Property inspected by firm(s) selected by the Purchaser at Purchaser's expense and to request repair and/or repair credit of defects revealed. Inspections may include, but are not limited to, all structural and building components and systems, radon gas, underground storage tanks, soil condition, environmental testing and engineering studies. The term "defects" as used in this paragraph shall mean (i) a condition which impairs the normal stability, safety or use of any improvements (buildings) on the Property, or (ii) damage to any part of the improvements, but shall exclude any cosmetic flaws, antiquated systems, or grandfathered components that are in working order but would not comply with the current building code if constructed or installed today.

Purchaser shall provide Seller with an inspection report, cost of repairs and a written request for repair and/or repair credit of such defects NO LATER THAN: _____ days after this Agreement is fully executed by the parties. If Purchaser has not submitted the inspection report, cost of the repairs and a written request for repairs and/or repair credit for such defects to Seller by said date, then Purchaser waives the right to request repairs and/or a repair credit, agrees that the present condition of the Property is satisfactory, and will proceed to Settlement in accordance with the Purchase Agreement. Seller shall respond in writing to Purchaser's repair request within seven (7) days of its receipts (the "Negotiation Period"). If Seller agrees in writing to accept such request, then the parties shall proceed to settlement. If Seller does not respond in writing within the Negotiation Period, then Seller shall be deemed to have rejected Purchaser's repair request.

At any time during the Negotiation Period, (i) Purchaser shall have the right to accept in writing Seller's currently offered repairs and/or repair credit and the parties shall proceed to settlement, and (ii) Seller shall have the right to agree in writing to make the repairs and/or repair credit then requested by Purchaser and the parties shall proceed to settlement. If, by 5:00 p.m. on the seventh day of the Negotiation Period, no final agreement is reached as to the repairs, Purchaser shall have until 5:00 p.m. on the second day after the end of the Negotiation Period to either: (i) terminate this Agreement by written notice to Seller, or (ii) accept in writing Seller's last offered repairs and/or repair credit and proceed to settlement. If Purchaser terminates this Agreement or fails to notify Seller of its election within the said two day period, then this Agreement shall terminate. Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

All repairs pursuant to Paragraph 6 shall be made in a workmanlike manner. Seller shall have all utilities supplied to all systems prior to the inspection.

7. DEFAULT: If Buyer defaults on this Agreement, all deposits will be retained by the Seller as liquidated damages and full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this Agreement. If Seller defaults under this Agreement, the Buyer may seek specific performance or elect to receive the return of the Buyer's earnest money deposit without thereby waiving any action for damages resulting from Seller's breach. If Seller refuses to sell for any reason other than those outlined herein, Seller and Buyer herewith agree to resolve this dispute through binding arbitration with all costs of such arbitration to be borne by the losing party. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs plus 15% of the purchase price as attorney's fees.

8. ADDITIONAL TERMS: _____

9. PRORATIONS: Seller agrees to pay the expense of preparing the deed and the applicable grantors tax, release fees, and any other fees applicable to the grantor by custom. Except as otherwise agreed herein, Purchaser shall pay all expenses incurred by Purchaser in connection with this Agreement, including without limitation, title examination fees, title insurance premiums, survey costs, recording costs and Purchaser's attorney's fees. All taxes, assessments, interest, rent escrow deposits and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel oil and propane/LP gas remaining in any tanks (if applicable) at the prevailing market price as of the date of settlement. If this is rental property, rents are to be prorated as of the date of closing and any deposits of any kind or nature are to be transferred to Buyer at closing.

10. TITLE: At settlement Seller shall convey the Property to Purchaser by a general warranty deed containing English covenants of title, free of all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency, the access to a public road must be acceptable to the lender.

If the examination reveals a title defect that can be remedied by legal action or otherwise within a reasonable time, Seller, at his/her expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within sixty (60) days after Seller receives notice of the defect, then either party may terminate this Agreement at the expiration of such sixty (60) day period by written notice to the other party. Upon termination of this Agreement, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder. The parties agree that the settlement date prescribed in Paragraph 7 shall be extended if necessary to enable Seller to cure any title defect, but not for more than sixty (60) days time being of the essence.

11. RISK OF LOSS: All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (k) terminating this Agreement and thereupon Purchaser's Deposit shall be refunded in full to Purchaser, or (ii) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

12. EQUIPMENT CONDITION AND INSPECTION: Purchaser agrees to accept the Property at settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller warrants that all appliances, heating and cooling equipment, plumbing systems and electrical systems will be in working order at the time of Settlement or at Purchaser's occupancy, whichever occurs first. Seller agrees to deliver the Property in broom-clean condition and to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the date this Agreement is executed by Seller and Settlement or at Purchaser's occupancy, whichever occurs first. Seller grants to Purchaser or his representatives the right to make a pre-occupancy or pre-settlement inspection to verify that the condition of the Property conforms to this Agreement and to ensure that repairs, if any, have been completed.

13. WOOD INFESTATION: Prior to settlement, Seller shall furnish Purchaser with an inspection report from a Virginia licensed termite control company concerning the presence of, or damage from, termites or other wood destroying insects. If the inspection reveals active infestation or damage caused by wood destroying insects, whether past or present, to the Property, Seller shall have the affected area treated and have the damage repaired by a reputable company. The treatment company shall furnish a one-year warranty on such treatment. Subject to the limitation imposed by Paragraph H below, if Seller fails to comply with any provision of this paragraph, Purchaser may: (i) utilize the remedies set forth in Paragraph 7 above; (ii) accept the Property in its current condition; or (iii) terminate this Agreement by written notice to Seller, and thereupon. Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

14. ASSIGNMENT: Parties hereto agree that Buyer shall have the right to assign this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives, heirs and assigns.

15. SPECIAL STIPULATIONS: The following stipulations, if in conflict with any of the preceding, shall control:

16. MISCELANEOUS: This Agreement represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Agreement shall be construed according to the laws of the Commonwealth of Virginia and shall be binding upon and shall insure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with, or are inconsistent with the pre-printed terms hereof, the handwritten or typewritten terms shall control. The parties agree that faxed or electronic transmission of any signed original document shall have the same effect as an original. No party will refuse delivery of any notice from the other party in order to hinder or delay any deadline established in this Agreement. Unless otherwise provided herein, the representations and warranties made by seller herein and all other provision of this agreement shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

17. SELLER REPRESENTATION: Seller warrants that the person(s) signing this Agreement as "Seller" include(s) every person who possesses an ownership interest in the Property or who will be a necessary party to convey clear title to the Property.

Purchaser

Date

Seller

Date

Purchaser

Date

Seller

Date