



REAL ESTATE AUCTION

**3 BR/2 BA Brick Home w/Basement on 40.9 +/- Acres in
Berkeley Springs, WV**

**4300 Cold Run Valley Road
Berkeley Springs, WV 25411**

For information contact: Jay Lawyer, Auction Coordinator – 304-671-9000

Nicholls Auction Marketing Group

Corporate Office: (888) 357-2814

Offices through out Virginia to meet your needs

VAAF #2908000729

On the web at: www.nichollsauction.com

Contact us by E-mail at: info@nichollsauction.com

Why use Nicholls Auction Marketing Group to sell your property?

Nicholls Auction Marketing Group has set and maintained an overall sales ratio in excess of 95% since 1980. Our standards for conducting an auction are simply higher, and the marketplace has responded, allowing us to be the leader in getting properties sold and closed. For property owners who are serious about selling—who wish to maximize their returns while reducing the time, risk and frustration of trying to sell through a traditional approach—our customized individual owner services are a perfect fit.

Nicholls Auction Marketing Group will customize and execute a results oriented auction marketing campaign that maximizes exposure and creates active competition for the purchase of your property. This results not only in full and current market value, but also preserves opportunities for greatest price, while limiting risk of lower price. Individual sellers also benefit from the convenience of controlled viewings, standardized terms and conditions of sale, and a known sale and closing date.

Our 40+ years experience is broad-based allowing us to bring together the necessary resources for a successful sale of practically any type of real, as well as personal property. For more information please go to nichollsauction.com and allow us the privilege to add your name to our growing lists of satisfied clients.

Nicholls Auction Marketing Group
Premier Service Since 1968



Property Location

4300 Cold Run Valley Road. Berkeley Springs, WV 25411

Description

From the Estate of Helen M. Dodson: Well built and move-in ready 3 BR/2 BA brick ranch style home on 40.981 +/- acres Centrally located w/in minutes of the VA, MD & PA state lines and it adjoins the 6,000 acre Cacapon State Park!!

Only \$150,000 Starting Bid!!

From the Estate of Helen M. Dodson: We have been contracted by the heirs to market and sell this well built brick home on 40+ acres in Berkeley Springs. This property will make a wonderful family compound with plenty of land to enjoy!! Bid and make it yours!!

- 3 BR/2 BA brick ranch style home on 40.981 +/- acres
- Home has 1,426 +/- sf finished above grade and 1,426 +/- sf. unfinished basement
- Home features kitchen w/bar & oak cabinets (all appliances convey), living room, dining room, attic and full unfinished basement
- Attached 2 car garage (576 +/- sf.); asphalt driveway
- Covered front porch and rear concrete patio
- Well & septic system; electric water heater
- Cooled by heat pump; heated by heat pump & electric
- This property boasts a wonderful location adjoining the 6,000 acre Cacapon State Park and a Robert Trent Jones golf course. It is also located in close proximity to Coolfont which is currently under renovation and opening very soon. In addition, the famous Berkeley Springs mineral baths are located nearby.
- Tax Map: 06-8-00040009; Deed Book: 155/605; Sir Johns Valley PCL 8 40.981 AC; home was built in 1996
- Only \$150,000 Starting Bid!!

Date & Time

Auction conducted onsite **Wednesday, July 17, 2019 @ 3:00pm (Eastern)**

Property Tour

Property Tours: Saturdays, July 6 & 13 from 1pm-2pm. Please contact Jay Lawyer for more information or a private preview ([304-671-9000](tel:304-671-9000)).

<u>Earnest Money</u>	<u>\$15,000 deposit due immediately after confirmation of final bid. Deposit must be in the form of a cashier's check or certified check (US funds) made payable to yourself.</u>
<u>Closing</u>	Closing is to take place on or before 30-45 days from date of auction. Buyer acknowledges that time is of the essence.
<u>Realtor Acknowledgment</u>	Although not required, if a buyer has been working with a real estate agent, the real estate agent must complete the realtor representation acknowledgment form. In order for the real estate agent to be compensated, realtor representation acknowledgment forms must be completed and submitted no later than 5 pm on 7/16/19 and all terms adhered to.
<u>Financing</u>	Need Financing for this home? Contact Jay Lawyer for financing information (304-671-9000)
<u>Auctioneers Note</u>	All information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.
<u>Can't Attend?</u>	Can't attend the auction, but still want to bid? No problem! Download our app in the Apple App Store, Google Play Store, or use your web browser to register and bid during the live auction.
<u>Notes</u>	<ol style="list-style-type: none">1.2.3.4.5.

Terms & Conditions

Auctioneer's Authority on Bidding Procedures and Bidding:

Bidding Procedures: Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at this discretion. (3) Nicholls Auction Marketing Group may act to protect the seller's reserve, as an agent of the seller, by bidding on behalf of the seller. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify the bidding procedures and conduct of the auction at any time including after commencement of the auction.

Bidding: All bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale the term "the final bid" means the highest bid acknowledged by the auctioneer, and the term "purchase price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; record of final sale shall be conclusive. Please contact our offices for information on absentee and or phone bidding.

Buyer's Premium: The buyer's premium shall be paid by the Buyer and will be added to the final bid on the property.

Example:	High bid on property is:	\$100,000
	Add 10% buyer's premium:	<u>+ \$10,000</u>
	Total on Sales Contract:	\$110,000

Earnest Money: The buyer, unless prior written arrangements have been made by contacting Bill Billingsley 540-894-7162, shall be required to pay a deposit of \$15,000 due immediately after confirmation of final bid and the balance due at closing within 30-45 days. This deposit will be held in a non-interest bearing escrow account until settlement. Please make a cashiers check or certified check (US funds) payable to yourself and endorse it over to Nicholls Auction Marketing Group if you are the high bidder.

Closing: The successful buyer must sign all documents and contracts immediately after the acceptance of the final bid. The successful buyer will also be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before specified dates. Closing is to take place on or before 30-45 days from date of auction (unless prior written arrangements have been made with the auction firm). Buyer acknowledges and agrees that time is of the essence.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expense, usual conveyance expenses, and recordation taxes, including the Grantor's tax. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.

Financing: Sale of the property is not contingent upon the buyer obtaining financing.

Conditions of Default: If any conditions contained herein are not complied with by the buyer, Nicholls Auction Marketing Group may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payments made by such buyer, b) resell the property at public auction or privately on seven days notice to such buyer, or c) take such other action as it deems necessary or appropriated. If Nicholls Auction Marketing Group resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. In any event, the buyer's earnest money deposit will be retained by Nicholls Auction Marketing Group as liquidated damages.

State Laws: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state.

Real Estate Brokers/Agents: When offered, a fee equal to a specified commission will be paid to any qualified broker who is duly licensed in the same state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission the licensed broker/agent must first register the prospective bidder on the Nicholls Auction Marketing Group website or on Nicholls Auction Marketing Group's Realtor Representation Acknowledgment Form. Broker/agent agrees that if the commission is reduced due to negotiations, the commission to the broker shall be 10% of total commission earner. All forms, letters and statements must be received no later than 5:00 P.M. (Eastern) one day prior to the auction. Commission is contingent upon, and will only be paid if the broker participation form is received by Nicholls Auction Marketing Group no later than 5:00 P.M. (Eastern) one day prior to the auction and all terms are adhered to. In addition, agents must also attend the auction with their prospects.

Inspection: All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Nicholls Auction Marketing Group disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10 calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Base Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Nicholls Auction Marketing Group, its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. All information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

ADDITIONAL TERMS for THOSE PLANNING TO BID LIVE ONLINE

In addition to the above terms and conditions, Please read below if you are participating and registered for LIVE ONLINE SIMULCAST BIDDING

- Contact the auction coordinator (his or her name and contact number is on the NichollsAuction.com site under the auction you are bidding on) immediately if you need additional information.
- Bidder Verification: The identity of all bidders will be and must be verified (via phone, email or text). Bidding rights are provisional, and if complete verification is not possible, Nicholls Auction Marketing Group, Inc. will reject the registration, and bidding activity will be terminated.
- At the close of the auction, and seller confirmation, the successful bidder will be emailed or given the contract package to execute and return to Nicholls Auction Marketing Group, Inc. The successful bidder's earnest money deposit must be in the form of cashier's or certified check (United States Bank) or wire transfer to Nicholls Auction Marketing Group, Inc. The entirety of the remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees.
- Contract Packages will be sent by e-mail or hand delivered to the high bidder, who must execute and hand deliver, email, fax or overnight mail back to Nicholls Auction Marketing Group, Inc., within 24 hours of receipt. If the successful bidder does not execute and return their contract with earnest money deposit within 24 hours of receipt they will be considered in default and subject to legal action. This is a legal binding contract.
- In the event a winning bidder fails to submit the signed 'Contract for Sale of Real Property' and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$15,000.00 on the credit card provided at auction registration. Additional default remedies are reserved by Nicholls Auction Marketing Group, Inc., and the Seller as provided in the Auction Terms & Conditions and the 'Contract of Purchase'. All administrative fees are non refundable.
- Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold 'AS IS' with any and all faults. Please review all information supplied, and seek appropriate assistance prior to bidding.
- Technical Issues: Neither the company providing the software nor the auction company shall be held responsible for a missed bid or the failure of the software to function properly for any reason. In the unfortunate event of a DDOS attack or server attack/shut down, the auction company reserves the right, but is not required, to extend bidding time. To minimize the chance of being affected by internet or software issues, please use the "Max Bid" feature. Please contact Tim Peters/Bid Wrangler @ 844-296-8727 if you need assistance with the online bidding platform.

304-258-BIDS
Fax: 304-258-4560
jlawyerauctions.com
Info@jlawyerauctions.com



Mailing Address:
PO Box 633
Berkeley Springs, WV 25411
Physical Address:
1515 Valley Road
Berkeley Springs, WV 25411

REAL ESTATE CONTRACT OF PURCHASE

THIS CONTRACT of purchase made this _____ day of _____, _____, by and between

_____ (hereinafter called "Seller"), and _____

_____ (hereinafter called "Purchaser"), and J Lawyer Auction Services LLC., (hereinafter called "Auctioneer").

That, for and in consideration of the hereinafter contained mutual promises other good and valuable consideration, the parties do hereby agree as follows:

- 1. REAL PROPERTY:** Seller shall sell and convey and Purchaser shall purchase all that certain Real Estate (hereinafter the "Real Estate") with all rights and privileges thereto appurtenant and all buildings and improvements thereon situate, lying and being in _____ Magisterial District, _____, West Virginia, more particularly described as follows:

- 2. CONDITION OF PROPERTY:** Specifically, Purchaser acknowledges that the property is sold "AS IS, with all FAULTS" and that the Purchaser has conducted any and all investigations, inspections and any other due diligence Purchaser deems appropriate. Purchaser therefore acknowledges that the Purchaser accepts the property "AS IS" unless other written arrangements have been made with the Seller and Auctioneer. _____ initial _____
- 3. PURCHASE PRICE:** The purchase price of the Real Estate is \$ _____ + \$ _____ (Buyers Premium) = \$ _____ as determined by public auction by Auctioneer held of even date herewith, **PAYABLE IN CASE ON OR BEFORE** _____
- 4. DEPOSIT:** Purchaser has paid a deposit (hereinafter "the deposit") to Auctioneer in the amount of \$ _____ with the signing of this contract, which represents _____ percent (_____ %) of the purchase price. The deposit shall be held in escrow in a non-interest bearing account by Auctioneer and then applied to the purchase price at settlement less Auctioneer's commission and all costs and expenses of sale. In the event Purchaser breaches this Contract, the deposit shall be paid to Seller, less Auctioneer's commission and all costs and expenses of sale, but such payment shall not preclude any other remedies available to Seller for such breach. If this Contract is not consummated and dispute exists between Seller and Purchaser, the deposit shall be held in escrow by the Auctioneer until Seller and Purchaser have agreed to the disposition thereof, or a court of competent jurisdiction orders disbursement.
- 5. AUCTIONEER'S COMMISSION / BUYERS PREMIUM:** Auctioneer shall be paid from the deposit a commission of _____ percent (_____ %) of the purchase price or \$ _____ plus all costs and expenses of sale.
- 6. SETTLEMENT AND POSSESSION:** Settlement shall be made at _____ on or before _____ days from the date hereof. Possession shall be given at settlement, unless otherwise agreed in writing by all parties hereto. **TIME IS OF THE ESSENCE.** _____ initial _____
- 7. DEFAULT:** Seller and Purchaser agree that Auctioneer was the sole procuring cause of this Contract of Purchase. If either Seller or Purchaser defaults under this Contract of Purchase, such defaulting party shall be liable for the commission of Auctioneer and for any expenses incurred by the nondefaulting party and by Auctioneer, such expenses including their respective attorney's fee, advertising expenses, and labor, if any, in connection with this transaction and the enforcement of such Contract.
- 8. 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 jurisdiction addenda).
- 9. TITLE:** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of _____ warranty and fees of all liens, defect and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after notice of such defect is given to Seller, Seller shall be considered in default and this Contract may be terminated by either the Seller or the Purchaser. In such event, Seller shall be responsible for payment to the Auctioneer of its commission and all costs and expenses of said sale, and the deposit shall be returned to the Purchaser.

10. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of damage to the Property before Settlement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to the Purchaser any sums received as a result of such loss or damage.
11. **MECHANIC'S LIEN NOTIFICATION NOTICE:** West Virginia law (W.Va. Code Chapter 38, Article 2) 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 lienor 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. **ASSIGNABILITY:** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.
13. **GOVERNING LAW:** This agreement is made in the State of West Virginia and shall be governed and construed in accordance with the laws of the State of West Virginia.
14. **SEVERABILITY:** If any provisions herein shall be legally unenforceable or in the event that a Court of competent jurisdiction shall deem any of the provisions contained in this contract invalid or unenforceable, they shall be deemed severed from the other provisions of this contract, and the remaining provisions shall, nevertheless, be valid and enforceable and continue in full force and effect. The invalidity or the unenforcibility of any particular provision of this contract shall not effect the other provisions hereof and the contract shall be construed in all respects as though such invalid or unenforceable provisions were omitted.
15. **ENTIRE AGREEMENT:** This contract contains the entire understanding between the parties with reference to the matters contained herein, and there are no terms, conditions, warranties or representations other than those contained herein and no amendments hereto are valid unless made in writing and signed by both of the parties hereto.
16. **NOTICES:** All notices and other communications hereunder in connection herewith shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and first-class postage prepaid to the following addresses:
 Seller: _____ Purchaser: _____

17. **CONTRACT BINDING:** Except as herein otherwise provided to the contrary, this agreement shall be binding upon and inure to the benefit of the parties signatory hereto, their personal representatives and assigns. _____ initial _____ initial
18. **SUCCESSORS AND ASSIGNS:** No party shall assign or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract.
19. **EXCLUSIVE BENEFIT:** Nothing under this contract shall be construed to give any rights or benefits in this contract to anyone other than the parties hereto, and all duties and responsibilities undertaken pursuant to this contract will be for the sole and exclusive benefit of the parties hereto and not for the benefit or any other party.
20. **PRIOR AGREEMENTS:** This contract supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof.
21. **NO GUARANTEE:** Neither Auctioneer nor any agent or representative of Auctioneer guarantees or warrants any bid amount, offer or selling price for the Property. The Parties agree that no appraisal of value made for the Property has any relevance to the bid amount, offer amount or selling price that may be realized in the auction or otherwise during this Agreement.
22. **DISPUTES:** Any dispute between the Auctioneer or the Seller or the Purchaser will be dealt with through arbitration in Morgan County West Virginia as the sole and exclusive venue.
23. **FULL UNDERSTANDING:** The parties hereto declare and acknowledge that each has read and fully understands the terms set forth in this Contract.

WITNESS the following signatures and seals:

AUCTIONEER:

J. LAWYER AUCTIONS, LLC

By: _____
 Title: _____

SELLER:

_____ (SEAL), indiv.
 _____ (SEAL), indiv.
 _____ (SEAL), indiv.
 _____ (SEAL), indiv.

CORPORATION:

SELLER'S ATTORNEY:

 Phone: _____
 Email: _____

_____ Corporate Name
 By: _____
 Title: _____
 Telephone: _____
 Email: _____

PURCHASER:

_____ (SEAL), indiv.
 _____ (SEAL), indiv.
 _____ (SEAL), indiv.
 _____ (SEAL), indiv.

CORPORATION:

_____ Corporate Name
 By: _____
 Title: _____
 Telephone: _____
 Cell: _____
 Alternate Telephone: _____
 Email: _____

40 Carriage Hill Lane
Fredericksburg, VA 22407
www.nichollsauction.com
info@nichollsauction.com



Phone: 540-898-0971
Fax: 540-301-5883
Toll Free: 888-357-2814

ADDENDUM TO REAL ESTATE CONTRACT OF PURCHASE

REFERENCE IS HEREBY MADE to the Real Estate Contract of Purchase dated _____, between

_____ (“Seller”) and _____

_____ (“Buyer”) and

Nicholls Auction Marketing Group Inc., a Virginia corporation, (“Auctioneer”) regarding the sale of property located at

_____.

All parties acknowledge that they are bound by the terms, conditions, representations and statements contained in the Property Information Packet associated with the above-referenced property.

Specifically, Buyer acknowledges that the property is sold “AS IS, with all FAULTS” and that the Buyer has conducted any and all investigations, inspections and any other due diligence Buyer deems appropriate. Buyer therefore acknowledges that the Buyer accepts the property “AS IS” unless other written arrangements have been made with the Seller and Nicholls Auction Marketing Group.

Buyer and Seller also acknowledge that they have read, understand and will comply with the attached TERMS & CONDITIONS contained in the Property Information Packet.

Seller Date

Buyer Date

Nicholls Auction Marketing Group Date

Attachment 1 - Terms and Conditions

40 Carriage Hill Lane
Fredericksburg, VA 22407
www.nichollsauction.com
info@nichollsauction.com



Phone: 540-898-0971
Fax: 540-301-5883
Toll Free: 888-357-2814

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

LEAD WARNING STATEMENT

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

SELLER'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Seller has no records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGEMENT (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) _____ Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

AGENT'S ACKNOWLEDGEMENT (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date Seller Date

Purchaser Date Purchaser Date

Agent Date Agent Date



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

PROPERTY ADDRESS/
LEGAL DESCRIPTION: _____

The purchaser is advised to consult the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** webpage (http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above.

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55-523, further acknowledges having been informed of the rights and obligations under the Act.

Owner

Owner

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55-523, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date