



Department of Veterans Affairs

**ADDENDUM TO OFFER TO PURCHASE AND CONTRACT OF SALE**

**Privacy Act Notice:** VA and the Service Provider will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (i.e., This form will serve as an application for credit from VA in connection with an offer to purchase a VA-acquired property, as authorized by law (38 U.S.C. 1820(a)(5)).) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendee Loan Applicant Records - VA, published in the Federal Register. Your obligation to respond is voluntary, but failure to provide requested information could impede processing. VA may conduct computer matches to verify the information you will furnish. Under the financial privacy act of 1978, VA may obtain financial records held by financial institutions in connection with the consideration or administration of assistance to you. Such financial records will be available to VA without further notice or authorization.

**Respondent Burden:** We need this information to consider your offer to purchase a VA acquired property. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information, and complete this form. VA and the Service Provider cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at [www.reginfo.gov/public/do/PRAMain](http://www.reginfo.gov/public/do/PRAMain). If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

**SECTION I - GENERAL INFORMATION**

|  |                            |
|--|----------------------------|
| 1A. DATE OF OFFER TO PURCHASE AND CONTRACT OF SALE (VA Form 26-6705) | 1B. VA PROPERTY IDENTIFIER |
| 1C. PROPERTY ADDRESS   |                            |

**SECTION II - "AS IS" ACCEPTANCE (List all defects shown on the property listing)**

The property described above is being sold "AS IS" and this sale will be made without any warranties, expressed or implied, as to its' fitness for use or condition, even as to warranty of title. Further, purchaser(s) declare that they have examined the above described property prior to the date of this acceptance and they specifically waive all rights against VA. Purchaser(s) are aware that VA has disclosed the following known defects in this property:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION III - CRESPA AND PROPERTY OWNERS ASSOCIATION NOTICE (Applicable to VIRGINIA Properties Only)**

**Choice of Settlement Agent:** You have the right to select a settlement agent to handle the closing of this transaction and you will be responsible for the payment of their fee for handling the closing. 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 advise 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.

Purchaser(s) acknowledges that the property  is  is not located in a community which has mandatory fees of \$ \_\_\_\_\_ for the current year and is subject to the Virginia Property Owner's Association Act. VA will request the Association to provide a disclosure package as described by the Act. VA will pay for the package and purchaser should obtain the package from the VA area Management Broker.

**SECTION IV - OFFER CHECKLIST (Complete only the section that pertains to this offer)**

**2A. THIS IS A CASH OFFER (Check one)**     PURCHASER HAS CASH ON HAND     THIRD PARTY FINANCING REQUIRED

|                                |  |
|--------------------------------|--|
| 2B. SETTLEMENT AGENT'S NAME    | 2C. TELEPHONE NUMBER (Include Area Code) |
| 2D. SETTLEMENT AGENT'S ADDRESS |  |
| 2E. LENDER'S NAME              | 2F. TELEPHONE NUMBER (Include Area Code) |
| 2G. LENDER'S ADDRESS           | 2H. TYPE OF LOAN                         |

Purchaser(s) seeking third party financing agree to close the sale within 60 days after being notified their offer has been accepted by VA. Failure to close within the allowed 60 days will be considered grounds for VA to void the contract and to retain the earnest money deposit as damages.

**3A. THIS IS A TERM OFFER (Check one)**     EXPEDITED PROCESSING     10% DP     REGULAR PROCESSING

|                                |  |
|--------------------------------|--|
| 3B. SETTLEMENT AGENT'S NAME    | 3C. TELEPHONE NUMBER (Include Area Code) |
| 3D. SETTLEMENT AGENT'S ADDRESS |  |

**SECTION V - MECHANIC'S LIEN NOTICE**

Virginia Law (SS 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 no 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 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.

**SECTION VI - PURCHASER(S) ACKNOWLEDGEMENT (All purchasers must sign)**

I/We have read and accept the conditions of all Sections of this Addendum to my/our offer to purchase and further acknowledge receiving a copy.

|  |          |  |          |
|--|----------|--|----------|
| 4A. SIGNATURE OF PURCHASER (Sign in ink) | 4B. DATE | 5A. SIGNATURE OF PURCHASER (Sign in ink) | 5B. DATE |
|--|----------|--|----------|