

Department of Veterans Affairs	RESIDENTIAL PURCHASE AND SALE AGREEMENT
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IMPORTANT: Please read the Privacy Act Notice and Respondent Burden before completing the form.

PRIVACY ACT NOTICE: The information collected on this form will serve as an offer to purchase a VA-acquired property. 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 (38 U.S.C. 3720 (a) (5)), (for example: Authorizing release of information to Congress when requested for statistical purposes) 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 response is required to obtain or retain benefits. Your obligation to respond is voluntary, but failure to provide requested information could impede processing.

VA BURDEN STATEMENT: 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. VA and the Service Provider cannot conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 2900-0029, and it expires XX/XX/20XX. We estimate that you will need an average of 25 minutes per respondent, per year, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing the burden, to VA Reports Clearance Officer at vapra@va.gov. Do not send your completed VA Form 26-6705 to this email address.

1. PROPERTY TO BE PURCHASED

Street Address:	City:	State:	Zip:
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SECTION 1 – PURCHASER(S) INFORMATION

2A. NAME OF PURCHASER / AUTH SIGN Marital Status:	3B. ADDRESS OF CO-PURCHASER Lawful resident of U.S and/or its territories?	2C. PHONE 2D. EMAIL
3A. NAME OF CO- PURCHASER / AUTH SIGN Marital Status:	3B. ADDRESS OF CO-PURCHASER Lawful resident of U.S and/or its territories?	3C. PHONE 3D. EMAIL
4A. NAME OF PURCHASER / AUTH SIGN Marital Status:	4B. ADDRESS OF CO-PURCHASER Lawful resident of U.S and/or its territories?	4C. PHONE 4D. EMAIL
5A. NAME OF PURCHASER / AUTH SIGN Marital Status:	5B. ADDRESS OF CO-PURCHASER Lawful resident of U.S and/or its territories?	5C. PHONE 5D. EMAIL

6. STATE EXACT NAME(S) IN WHICH TITLE IS TO BE CONVEYED	7. PURCHASER TYPE
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8. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR ANY OF THEIR CLOSE RELATIVES?

	YES	NO
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A. ANY PERSON WHO AT ANY TIME OBTAINED OR ASSUMED THE PAYMENT OF ANY LOAN MADE OR HELD BY VA OR GUARANTEED OR INSURED BY VA UNDER CHAPTER 37, TITLE 38, U.S. CODE?

B. ANY PERSON WHO HAS BEEN EMPLOYED BY THE SERVICE PROVIDER OR ANY OTHER ENTITY UNDER COMMON OWNERSHIP WITH THE SERVICE PROVIDER WITHIN THE LAST 6 MONTHS?

C. ANY PERSON WHO AT ANY TIME WAS THE OWNER OF THE PROPERTY?

D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA?

E. AN OFFICER, EMPLOYEE, DIRECTOR OR SHAREHOLDER OF THE PROPERTY MANAGEMENT CONTRACTOR OR ITS AFFILIATED COMPANIES?

F. ANY PERSON DERIVING PRIMARY MEANS OF FINANCIAL SUPPORT FROM THE PROPERTY MANAGEMENT CONTRACTOR OR AFFILIATE EMPLOYEE OR CLOSE RELATIVE?

G. ANY AGENTS, BROKERS, APPRAISERS, ATTORNEYS, TRUSTEES, EMPLOYEE OF REPRESENTATIVES AND VENDORS INCLUDING PROPERTY INSPECTION, PROPERTY PRESERVATION AND TITLE COMPANIES) OF THE PROPERTY MANAGEMENT CONTRACTOR OR AFFILIATED COMPANIES?

PURCHASER REPRESENTS AND WARRANTS THAT ALL OF THE FOREGOING INFORMATION IN 6A THROUGH 6G IS TRUE, ACCURATE AND COMPLETE.

The parties of this contract are The Secretary of Veterans Affairs (Seller) and Buyer as reflected in Section 2A, 3A, 4A and 5A of this Real Estate Purchase Agreement. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined in Section 1 pursuant to the terms and conditions of this Contract for Sale and the Purchase and any riders and addenda (Contract). The land, improvements and accessories are collectively referred to as the Property.

PURCHASER'S INITIALS: _____

SELLER'S INITIALS: _____

SECTION IV - CONDITIONS OF SALE

1. Closing Date: The closing shall occur on or before _____ or such earlier time as both parties shall agree (“Closing Date”). If closing does not occur by the Closing Date, Purchaser must submit an extension request prior to the Closing Date, which Seller may accept or reject at its sole discretion; however, if Purchaser fails to submit an extension request prior to the Closing Date or Purchaser refuses or otherwise fails to perform in accordance with this Contract of Sale, Seller may elect to terminate the Contract of Sale and retain all Earnest Money as liquidated damages and upon notice by Seller to (“Escrow Agent”) and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser’s consent. If Seller accepts the extension request, Seller shall charge a per diem of \$0.00 through and including the new closing date specified in the fully-executed extension. The Purchaser has the right to make an independent selection of their own attorney, settlement company, escrow company, title company and/or title insurance company in connection with the closing.
2. Title: Purchaser is responsible for payment of any title insurance required or requested and all closing costs. Purchaser is herewith notified that any offer accepted is subject to delay of closing or cancellation should seller conclude clear title cannot be conveyed. This Property is being marketed subject to review of the title package from foreclosure by Seller. Seller or its’ agent will prepare Deed conveying title from Seller to Purchaser. Title to the Property will be conveyed by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed or other local form of Deed acceptable to the recording agent and Seller. Should Purchaser be agreeable, along with lender and Purchaser’s closing agent, to proceed with closing without Seller’s approval of the full title package, a Quit Claim or Non-Warranty deed will be used.

IMPORTANT NOTICE: SELLER DOES NOT GUARANTEE OR WARRANT THE TITLE TO THE PROPERTY. Seller recommends that Purchaser obtain title insurance (or a title guarantee).

3. Condition of the Property: The Purchaser understands that the Seller acquired the Property by foreclosure, Deed-in-Lieu, forfeiture, tax sale or similar process. The Seller has limited or no direct knowledge concerning the condition of the Property. Purchaser agrees to accept the Property on an AS IS WHERE IS basis as of the Closing Date, with all faults, including, without limitation, any defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not, and without any representation or warranty, express or implied, direct or indirect or of any kind or nature, all of which Seller hereby disclaims. Purchaser agrees that neither Seller, nor its agents and representatives, have made and the Seller specifically negates any representation or warranty, express or implied, direct or indirect or of any kind or nature with respect to the Property or the conditions thereof, including, without limitation, the fitness for any particular purpose, habitability, merchantability, marketability, profitability, including, without limitation, any defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, may have caused the Purchaser to refuse to purchase the Property, and further including, without limitation, proper design, quality, physical condition, structural integrity, quality of character of materials used in construction of any improvements (drywall, asbestos, lead paint and urea formaldehyde foam insulation), availability and quantity or quality of water, stability of soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, any other matter affecting the stability, integrity or condition of the Property or improvements, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, including mold, mildew, spores and/or other microscopic organisms and/or allergens, absence of faults, conformity of the Property or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations or any federal, state or local governmental authority, or the granting of any required permits or approvals of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements or remodeling of the structure, compliance with laws and regulations including, without limitation, those relating to health, safety and the environment. Purchaser is not now relying, and will not later rely, upon any representations and warranties, express or implied, direct or indirect or of any kind or nature made by Seller or anyone acting or claiming to act, by, through or under or on Seller’s behalf concerning the Property. Purchaser, for itself and any entity affiliated with Purchaser, waives and releases Seller and its affiliates from and against any liability or claim related to the Property arising under any cause of action based on any other state, local, or federal environmental law, rule or regulation.
4. Occupancy Status of Property: Purchaser agrees that neither the Seller, nor its representatives, agents, or assigns, have made any representation or warranty related to the existence of any tenants or occupants on the Property or as to the existence of any leases or the validity, enforceability, performance under or continuation of any such leases on the Property. All leases shall be deemed assigned to Purchaser upon closing to the extent permitted by applicable law. Purchaser further agrees that Seller is not holding any security deposits and has no information as to such security deposits and Purchaser agrees to assume all responsibility and liability for the refund of such security deposits. Purchaser agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that on the Closing Date, all eviction proceedings and other duties and responsibility of a property owner and landlord, including, but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser’s sole responsibility.
5. Personal Property: No items of personal property located on the Property are included in this sale or the Purchase Price unless set forth in Exhibit B of this Contract of Sale (if applicable). No representation or warranty is made by Seller as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens and Seller assumes no responsibility for such personal property remaining on the Property.
6. Seller’s Right to Rescind: Seller at its sole discretion may rescind the Contract of Sale of the Property and return the Purchaser’s Earnest Money under any of the following conditions: Property is damaged prior to the Closing Date, Seller is unable to deliver the Property as advertised, Seller is unable or unwilling to remove valid objections to title prior to the Closing Date, any errors are made in the calculations concerning the offer to sell the Property, Seller is unable to acquire title to the Property, or the Property is subject to any redemption rights.

7. **Inspections:** Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property within seven (7) business days from the execution of the Contract of Sale. Within five (5) business days of receipt of any inspection report or within twelve (12) business days of execution of the Contract of Sale, whichever is earlier (the "Inspection Period"), Purchaser may terminate the Contract of Sale by providing Seller with written notice. If Purchaser does not terminate the Contract of Sale within the Inspection Period, Purchaser shall be deemed to have accepted the Property "AS IS WHERE IS", without any deductions from the Purchase Price or offsets of any kind. Purchaser agrees that Seller shall not make any repairs or replacements indicated in Purchaser's inspection reports and Purchaser agrees it is Purchaser's sole responsibility to obtain such reports by qualified professionals on any matters, including without limitation, the conditions set forth in paragraph 3 above, the appliances, structural components and alterations to the Property or presence of any environmental conditions or hazardous substances on the Property. If Purchaser properly terminates the Contract of Sale within the Inspection Period, Purchaser shall be entitled to a refund of the Earnest Money from Escrow Agent.
8. **Damage and Repairs:** Risk of loss or damage by fire, flood or any other cause before the Closing Date shall remain with Seller. If before the Closing Date, Seller elects in its sole discretion to make any repairs or treatments, which shall only be for functional purposes, all such repairs and treatments will be completed by a vendor approved by Seller. Purchaser shall not enter the Property to make any repairs. Whether or not Seller makes any repairs or treatments, Purchaser waives all claims related to the conditions of the Property and the quality of the repairs or treatments to the Property. Seller does not represent or warrant any work or repairs or treatments to the Property. If Purchaser makes any changes to the Property prior to closing, then Seller shall have the right to terminate the Contract of Sale at its sole discretion and Seller has the right to retain all Earnest Money as liquidated damages and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent.
9. **Financing:** If this Contract of Sale is contingent on Purchaser obtaining financing to purchase the Property, the type of financing should be . In such circumstance, Purchaser shall obtain an application for a mortgage loan based on the terms as set forth below within three (3) business days of the execution of this Contract of Sale, an appraisal completed within fifteen (15) business days after the execution of this Contract of Sale, and a loan commitment letter to be received within twenty (20) business days of the execution of this Contract of Sale. Purchaser shall obtain an application for a mortgage loan based on the following financing terms: Loan Amount of \$ _____ and term of _____ years with prevailing rates, terms and conditions. Lender shall fund the escrow agent and provide all loan closing documentation as of the Closing Date. Any change to the above-referenced terms shall give Seller the right in its sole discretion to terminate the Contract of Sale and retain all Earnest Money as liquidated damages. If Purchaser, despite its diligent efforts, does not comply with the provisions of this section, Seller may terminate this Contract of Sale and sign the "Release of Earnest Money and Termination of Contract of Sale" form. Purchaser must provide its loan application, proof of the application date and a copy of the denial letter from the prospective lender to Seller in the time period specified above as well as complies with all requests from lender during the application loan process in order to receive the Earnest Money deposit. Failure to do so will result in the Earnest Money being disbursed to Seller and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent.
- Escape Clause and Notice of Value (NOV)**
It is expressly agreed that, notwithstanding any provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veteran Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veteran Affairs (38 U.S.C. 501, 3703(c)(1)).
10. **Closing Costs:** Purchaser shall pay all of the closing costs associated with the transaction, including, without limitation, all recording costs, attorney fees, survey, appraisal, application, processing, credit report, documentary, transfer taxes and tax stamps, excise and other fees, all costs related to the financing and escrow fees. Purchaser is responsible for payment of all requested title insurance. Seller and Purchaser agree to prorate all assessments, rents, ground rents and taxes as of the Closing Date. Purchaser assumes all obligations and liabilities including and after the Closing Date. Notwithstanding the foregoing, the Seller at its sole discretion may agree to contribute toward closing costs which shall not exceed \$ _____ and will only be paid if costs are properly substantiated costs and pursuant to the agreed amounts. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. Purchaser agrees he/she is responsible for payment without limitation of all requested title insurance, all closing costs, homeownership dues, all state taxes and tax stamps on deeds, mortgages and notes and any and other fees (Collectively "Buyers Fees"). Purchaser agrees all Prorations calculated at closing, including prorations for taxes, are final once the transaction closes. Seller shall not be responsible for homeowner's association assessments that accrued prior to the date that the seller acquired the Property. Purchaser should not rely on the Seller's current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in year subsequent to the purchase. A change in ownership or Property improvement may result in reassessment and could result in higher property tax obligations.
11. **Waiver of Jury Trial:** To the fullest extent not prohibited by law, each of Seller and Purchaser agree to, and does, waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Contract of Sale or the subject matter of this Contract of Sale. The scope of this waiver is intended to be all-encompassing of any and all disputes of any kind and nature whatsoever that may be filed in any court and relate to the subject matter of this agreement. Seller and Purchaser agree that this waiver is a material inducement to entering into this Contract of Sale and each will continue to be bound by and rely on this waiver in their related future dealings. Each party hereto further represents and warrants that it has had the opportunity to review this waiver with legal counsel of its own choosing and that it knowingly and voluntarily waives its jury trial rights. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, renewals, supplements, or modifications to this agreement. In the event of litigation, this agreement may be filed as a written consent to a trial by the court without a jury.

12. Special Provisions:

13. Miscellaneous: This Contract of Sale is not assignable by the Purchaser and any other documents executed by Seller and Purchaser contain the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statement, or representations not contained herein. Time is of the essence in the performance of this Contract of Sale. This Contract of Sale shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located. This Contract of Sale is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary or otherwise. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith. Upon Closing, Purchaser reaffirms that Seller has made no representations and warranties, express or implied, direct or indirect or of any kind and nature whatsoever.

14. Purchaser Certifications:

- a. I offer to purchase the Property herein described at the price and terms shown herein, subject to all the applicable conditions of this Contract of Sale shown herein which I have read and which constitute part of my offer. I understand this Property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs or its agents or assigns.
- b. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny the dwelling or property covered by this offer to purchase to any person because of race, color, religion, sex, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, familial status, or national origin is illegal, and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

15. Electronic Signature Consent:

The Parties agree that this agreement may be electronically signed. The Parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

THE SECRETARY OF VETERANS AFFAIRS,
An Office of the United States of America By:

PURCHASER SIGNATURE DATE

CO-PURCHASER SIGNATURE DATE

CO-PURCHASER SIGNATURE DATE

CO-PURCHASER SIGNATURE DATE

SELLER DATE
By the entity performing property management and sales functions under a contract with the Secretary and pursuant to the delegation of authority found at 38 C.F.R. 36.4345(f)

PURCHASER'S INITIALS: _____

SELLER'S INITIALS: _____

Property Address:

LISTING BROKER CERTIFICATION

1. I, the undersigned Listing Broker, have received from the prospective purchaser(s) the deposit shown herein which I am holding for the Department of Veterans Affairs. I certify and agree that:
 - a. If required by state statute, I will act as Trustee of these funds which will be placed in my Trust Escrow Account. If the purchase offer is not accepted by VA, the deposit shall be returned to the prospective purchaser(s), without interest.
 - b. The statements of the prospective purchaser(s) shown herein and in the attached credit statement, if required, are believed to be true and correct. I do not know of any loans, gifts, or financial assistance being made to the prospective purchaser(s). I will disclose to VA any such information coming to my attention if seller financing is involved.
 - c. The sales commission shall not be deemed earned unless and until the sale is actually closed, and that the sales commission shall be payable in the amount and time as established by the Seller. In addition, sales commissions may not be payable, if the Purchaser(s) or Co-purchaser(s) is/are a person having an identity of interest in one of the following categories: (i) Selling broker who has knowledge or has received a copy of either the foreclosure or marketing appraisal; (ii) Person who has control over marketing decisions has knowledge or has received a copy of the marketing analysis; (iii) Person who processes or evaluates offers; (iv) Spouses, parents, in-laws, children, stepchildren; brothers and sisters of, and persons who reside with any of the above; and, (v) The identity of interest's partners, employees and sales associates.
 - d. I am duly licensed to sell real estate by the appropriate governmental agency in the area where this property is located.
 - e. Neither the broker nor any of his/her sales, management, or rental personnel, employees, or others authorized to act for the broker will, in violation of Title VIII of the Civil Rights Act of 1968 as amended (The Fair Housing Act), or Executive Order 11063, decline to show or will discriminate in the sale or rental of any property now or here after listed with him/her. It is further agreed that the undersigned will: (i) Instruct the staff in the policies of nondiscrimination and applicable laws; (ii) Prominently display the Fair Housing Poster in all offices in which sale or rental activity takes place; (iii) Use the approved Equal Housing Opportunity logo, slogan, or statement in all advertising in conformance with Advertising guidelines for Fair Housing; (iv) When advertising VA-acquired properties located in predominantly white areas, utilize any available minority media (solely or in addition to other media); and (v) Maintain a nondiscriminatory hiring policy in affirmatively recruiting from both minority and majority groups for staff.
 - f. Non-compliance by the broker or any employee of his or her organization with the laws, executive orders, or regulations, against discrimination in the sale or rental of any property, or with this certification will be proper basis for barring the undersigned from participation in the program of selling, renting, or managing HUD or VA owned properties. I also understand that such determination of debarment by either HUD or VA shall be honored by both.
2. Listing Broker acknowledges that they have reviewed the contract package and verified that the terms contained herein match the terms of the offer screen in AMS.

LISTING BROKER:

(SIGNATURE)

Date: _____

REO NO: _____ Property Address: _____

Attachment to Addendum to Purchase and Contract of Sale

6. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR ANY OF THEIR CLOSE RELATIVES?

D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA?

PURCHASER REPRESENTS AND WARRANTS THAT ALL OF THE FOREGOING INFORMATION IN 6A THROUGH 6G IS TRUE, ACCURATE AND COMPLETE.

PURCHASER'S INITIALS: _____

SELLER'S INITIALS: _____