

Offer Instructions

Offers reviewed by Seller Monday – Friday

- **NOTE: Fannie Mae requires all offers to be submitted on their website – www.homepath.com. They have instructions there. Instructions here are only as an additional guide. Fannie Mae properties are identified in the Agent Remarks of the MLS.**
- **Seller:** Put OWNER OF RECORD (unless FANNIE MAE) for initial offers. Seller name will appear on Bank Addendums once issued and should be modified on VA REGIONAL SALES CONTRACT (RSC) at that time.
- **Earnest Money:** Should be made out to **Buyer's Settlement Company** (suggested Minimum \$500 – some sellers require 1% minimum. Cash offers should show 10% EMD)
 - **Exception: Fannie Mae – see www.homepath.com**
- **Personal Property:** FYI - May not be included in the contract. Personal Property section on the must read 'n/a' unless otherwise instructed. Seller addendum will contain specific policy.
- **Title: FYI,** will be transferred by “Special” Warranty Deed, not “General.”
- **Financing:** If contract is contingent upon financing, set Loan Commitment for 14 days.
- **Termite Inspection –** BUYER to pay for inspection - exception VA loans SELLER pays.
- **Inspection:** If inspection requested, make it 7 days or less (10 days for FANNIE MAE)
- **Seller Addendums:** Issued after buyer and seller come to terms unless noted in Listing
 - **Exception – Fannie Mae – see www.homepath.com**
- **Commission:** Many Sellers pay commission based on purchase price less concessions.
 - Commission may or may not be paid to agents buying on their own behalf
- **Buyer's Attorney:** Buyer may use their own settlement company to close this transaction.
- **Disclosures:** Seller is exempt – there are no property disclosures on this asset.
- **Repairs:** House sold AS-IS, in most cases the seller will not make repairs.

COMPLETE OFFERS CONSIST OF:

- Offer Cover Form (found on pages 2 and 3 of this document – can complete electronically)
- VA REGIONAL SALES CONTRACT
- VA JURISDICTIONAL ADDENDUM
- FINANCING ADDENDUM
- FANNIE MAE DOCUMENTS – see www.homepath.com for their additionally required documentation and submit the offer on their site
- Pre-Approval letter from a direct endorsement lender if buyer is financing.
- Fannie Mae – see www.homepath.com for Mortgage pre-approval requirements
- Proof of Funds if buyer is presenting a CASH offer.
- Photocopy of EMD (Fannie Mae – see www.homepath.com for EMD requirements)
- If buyer is an investor using an LLC or Corp to buy the property, Articles of Incorporation are required with offer
- Offer package and subsequent addenda shall be in **PDF form only**. Our fax svc auto-converts to PDF. Do not send your contract in multiple files/faxes. It will get mixed in with other faxes that are coming in from other agents for other buyers. If you e-mail, keep your file under 5M.
- DO put a cover sheet on all subsequent faxes with agent name, buyer's name and address.
- Complete offer packages may be emailed to: NOVAHOMES@BENHAMREO.COM or faxed to 703-574-8046. Sending incomplete offer packages will cause delays in Seller reviewing offer terms.

NOTE: All terms subject to Corporate final approval

CONTRACT OFFER COVER FORM

PROPERTY ADDRESS _____

AGENT NAME & MRIS ID _____

AGENT PHONE – OFC _____ CELL _____

AGENT E-MAIL ID _____

BROKER NAME & FULL ADDRESS _____

BUYER NAME(S) AS ON CONTRACT _____

BUYER'S ADDRESS _____

OWNER OCCUPANT OR INVESTOR? _____

LOAN TYPE – CONV, FHA, VA, CASH? _____

LENDER NAME _____

FOR GMAC PROPERTY (ID'd in Listing Agent Remarks) – Did you review GMAC Mortgage Prgm – YES / NO

LENDER LETTER ATTACHED? YES / NO DATED IN LAST 30 DAYS? YES / NO

VALID FOR SALES PRICE, AMOUNT FINANCED AND TYPE OF LOAN SHOWN ABOVE? YES / NO

PROOF OF FUNDS ATTACHED (Cash buyer) YES / NO AMOUNT of POF \$ _____

SALES PRICE _____

EMD AMOUNT \$ _____ COPY ATTACHED? YES / NO EMD PAYABLE TO _____

DOWN PAYMENT AMOUNT \$ _____

CLOSE DATE – SPECIFIC CALENDAR DATE ONLY _____

SELLER CONCESSION _____

TERMITE INSPECTION – BUYER PAYING – YES (EXCEPT FOR VA LOANS AS MANDATED BY LAW)

HOME WARRANTY – YES / NO WHO IS PAYING – BUYER / SELLER AMOUNT \$ _____

HOME INSPECTION - YES / NO NUMBER OF DAYS FOR INSPECTION _____

FINANCE CONTINGENCY – YES / NO NUMBER OF DAYS FOR CONTINGENCY _____

IF FANNIE MAE PROPERTY – HAVE YOU COMPLETED AND INCLUDED REQUIRED PURCHASE ADDENDUM? YES / NO

IF OWNER OCCUPANT – HAVE YOU COMPLETED OWNER OCCUPANT CERTIFICATION? YES / NO

IS BUYER PREVIOUS FANNIE MAE BUYER? YES / NO

PLEASE ENSURE YOUR OFFER HAS ALL REQUIRED CONTRACT FORMS

SEE INSTRUCTION SHEET TO HELP AVOID DELAYS IN SUBMITTING

FAX FORM WITH OFFER TO 703-574-8046

OR E-MAIL PDF TO NOVAHOMES@BENHAMREO.COM

CONTRACT OFFER COVER FORM — Part II: Terms & Conditions

THIS IS A CORPORATE-OWNED PROPERTY ACQUIRED BY THE SELLER THROUGH FORECLOSURE. SPECIAL CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE BELOW, WILL APPLY. PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY. THIS IS NOT A CONTRACT DOCUMENT, BUT THE SELLER'S ADDENDUM, WHICH WILL COME AFTER OFFER SELECTION, WILL CONTAIN THEIR SPECIFIC TERMS. BY SIGNATURES BELOW, BUYER(S) AND AGENT(S) ACKNOWLEDGE THEY HAVE READ THE FOLLOWING:

1. **All offer packages MUST include all documents as specified in the instructions.**
All offers, counter-offers, addenda, status updates and other negotiation communications will be conducted via email.
2. **BE SURE TO PROVIDE A VALID EMAIL ADDRESS AND CHECK EMAIL DAILY AT MINIMUM!**
3. **PROPERTIES ARE SOLD AS-IS. In most cases, seller will NOT make repairs to the property.** Seller will not pay for surveys, inspections or other certifications except as required by law.
4. Additional addenda are required, and are issued by Seller after an accepted contract. These addenda may not be amended in any way. **Addenda and final contract must be signed and returned within 24 hours of issuance.**
5. **Minimum required initial Earnest Money Deposit is \$500 on all offers unless otherwise stated in listing.**
Additional EMD may be required during negotiations.
6. **DISCLOSURES:** This property is a foreclosure. SELLER IS EXEMPT FROM PROPERTY DISCLOSURES. Lead-Based Paint and (if applicable) Mold Disclosures will be included with Seller-issued addenda after accepted contract.
7. Responses from corporate Seller can take a minimum of 3 days and as long as 3 weeks.
8. Seller will not issue formal written rejection or counter offer(s) to Buyer. Offer notifications communicated via email.
9. **Multiple offers may be received and negotiated on this property at any time.** Buyer should understand that Seller is under no obligation to review and/or negotiate offers in the order in which they are received. It is at the sole discretion of the Seller which offers may be negotiated. In the event the Seller calls for "Highest and Best" offers from prospective Buyers, the Seller has sole discretion to elect to negotiate with one, all or none of the prospective buyers in any sequence, regardless of how long any offers were previously in negotiation. Until a contract is ratified on this property, additional offers may continue to be considered.
10. Many properties will not qualify for FHA or VA financing as-is. It is the responsibility of the Buyer to insure property will meet lender's appraisal requirements. The seller is not under any obligation to make lender required repairs. Property is to convey AS-IS. In some cases, the seller may offer cash-in-lieu of repairs. However, the buyer should be prepared to make repairs as necessary.
11. Title will be transferred by Special Warranty Deed, and NOT General Warranty Deed.
12. Any personal property on the premises is not warranted and may not be included in the contract. Personal Property section on the contract must read "none" or "n/a" unless otherwise instructed.
13. Seller has no surveys, plats, appraisals, inspections or other property history/condition information. Listing/ marketing information is true to the best of Seller/Listing Agent knowledge, however it is sole responsibility of Buyer/ Selling Agent to verify all property specifications including but not limited to: lot size, square footage, age, taxes, legal descriptions, etc. Buyer(s) and/or Selling Agent agree to hold harmless Seller and/or Listing agent for any errors or omissions in property listing/marketing information.
14. HOA/POA/CONDO documents are Seller expense paid and generally on the HUD. This is VA law and may not read as such on the addendum. Electronic documents will be provided if available. The Buyer's agent assistance may be requested in document orders/delivery.
15. Commission is paid on final sales price less seller concessions in many cases. Some banks do not pay commission to Agents purchasing for self.
16. **For many sellers, there is a penalty to the buyer for closing delays not caused by Seller; which can vary from \$28-\$250 per day or more.** This will appear as part of the Seller's contract addendum. **Seller requires 48 HOURS to review the HUD and closing documentation. Buyer's Agent to notify the Lender and Settlement Company of this requirement.**
17. Utilities - In many cases the seller has utilities ordered prior to listing and the Listing Agent has the utilities connected. If Buyer is conducting inspections requiring utilities to be connected, Buyer's agent is asked to cooperate in verifying utilities are to their approval prior to inspector visiting property so that Buyer will not incur a trip charge from the inspector for utility issues. The Buyer's Agent will immediately notify the Listing Agent if the utilities are not to their satisfaction so that it can be remedied prior to the inspection. Seller will not pay for return trip charges.

Signed – Agent

date

Signed – Buyer

date

Signed – Buyer

date