

**NEW CONSTRUCTION  
RESIDENTIAL CONTRACT OF PURCHASE**

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of \_\_\_\_\_, 200\_, between **Progress Street Builders, Inc.**, a Virginia corporation, whose address is 409 E. Roanoke St, Blacksburg, VA 24060, owner of record of the Property herein (the "Seller"), and \_\_\_\_\_, whose address is \_\_\_\_\_, (the "Purchaser", whether one or more). If there is more than one Purchaser signing this Contract, each agrees that she/he is jointly and severally liable hereunder to the Seller. Should more than one Purchaser be involved in this Contract, either party may sign amendments, exclusions and/or Change Orders, and one Purchaser's signature binds the other Purchaser(s).

Unless otherwise specified herein, the acceptance date of this Contract shall be the date as inserted in the blank in paragraph 26.

**AGENCY DISCLOSURE AND CONFIRMATION:**

**REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY.**

Listing Agent: **Beth Wilson, Tom Wilson, Becky Fields** Selling Agent: \_\_\_\_\_  
 Is/Are the agent of (check one) (if not the same as Listing Agent) is/are the agent(s) of (check one)  
 The Seller  The Buyer  
 The Seller  Both the Buyer and Seller

Listing Firm: **RE/MAX Valley, REALTORS®** Selling Firm: \_\_\_\_\_  
 Principal and/or Supervising Broker Principal and/or Supervising Broker  
 Is the agent of (check one) is the agent of (check one)  
 The Seller  The Buyer  
 Both the Buyer and Seller  The Seller  
 Both the Buyer and Seller

The Seller and the Purchaser each confirm that disclosure of the agency relationships described above has been in writing prior to presentation and execution of this Contract. If a transaction involves Disclose Dual Agency or Disclosed Designated Agency, the responsibilities of the parties are defined in the Disclosed Dual Agency Consent and Confirmation Agreement or the Disclosed Designated Agency Consent and Confirmation Agreement which appropriate Agreement has been reviewed and signed prior to signing the Purchase Agreement.

<b>Purchaser</b>	<b>Date</b>	<b>Purchaser</b>	<b>Date</b>
<b>Progress Street Builders, Inc. (SELLER)</b>	<b>Date</b>		

1. **Real Property:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (the "Property"), located in the City of Roanoke, Virginia, and described as:

Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_

2. **Personal Property:** The Purchase Price includes personal property and fixtures as set forth in the "Other Terms", defined in Paragraph 10 as applicable.

3. **Purchase Price:** The purchase price (the "Purchase Price") of the Property is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which shall be paid to the Settlement Agent (designated in Paragraph 7 below) at settlement ("Settlement") by certified check, cashier's check, or wired funds all subject to the prorations described herein and/or from the following sources:

\$ \_\_\_\_\_ **Deposit.** See Paragraph 4.

\$ \_\_\_\_\_ **Balance of the Purchase Price.**

\$ \_\_\_\_\_ **Total Purchase Price**

4. **Deposit**

(a) Purchaser has made a deposit with Seller for \_\_\_\_\_ percent (\_\_\_\_%) of the Total Purchase Price, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Deposit"), the receipt of which is hereby acknowledged.

(b) If this transaction is terminated due to the failure of a condition or a contingency set further herein, the Deposit shall be returned to Purchaser; provided however, that in the event the transaction does not go to Settlement in accordance with Paragraph 3 the Deposit shall remain with the Seller until all parties have agreed in writing to the disposition thereof, or until a court of competent jurisdiction orders disbursement.

5. **Financing**

(a) If this Contract is contingent upon Purchaser obtaining a written commitment or commitments, as the case may be, for third party financing, Purchaser agrees to make written application for such financing within ten (10) business days of the date of acceptance of this Contract by the Seller and to diligently pursue obtaining a commitment therefor. Purchaser may obtain alternative financing for which Purchaser is qualified, provided there is no additional expense to Seller and the Settlement Date is not delayed.

(b) If Purchaser's initial loan application is not approved, Purchaser further agrees to make application to at least one additional qualified lender in order to obtain the aforesaid financing. Failure of Purchaser to diligently pursue loan procurement shall be considered a default and Seller may avail itself of all legal and equitable remedies. If new financing is to be arranged, or if assumption of existing financing requires lender approval, then

this Contract is contingent upon such new financing or approval upon the terms herein described. Any assumption fees or costs shall be at the Purchaser's sole expense.

- (c) If Purchaser does not obtain such a written commitment and so notifies Seller in writing before 5:00 P.M. local time on \_\_\_\_\_, 200\_, then this Contract shall terminate upon the giving of such notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain a written commitment and if such a notice is not received by such deadline, or a later deadline as the parties may agree upon in writing, then Seller shall have the right to (i) deem the financing contingency provided herein satisfied, or (ii) terminate this Contract by giving Purchaser written notice of such termination within 5 days after the deadline. Failure of Purchaser to make financing application or to diligently pursue obtaining such financing shall be a default hereunder, and this Contract shall be null and void and the Deposit shall be forfeited to Seller.

6. **Completion Date:** The estimated completion date of construction is \_\_\_\_\_. This is an approximate date when the Property will pass final inspection by the appropriate building inspector's office. Purchaser acknowledges that the above completion date is an estimate and Seller will not be liable for any delay in completion of work caused by factors outside the Seller's control, included without limitation weather conditions, material and manpower shortages, delay in selections by Purchaser, and/or changes required by local ordinances or Purchaser. Seller will provide a revised completion date when such factors occur. For the purposes of this Contract the Completion Date shall be defined as the issuance of a Certificate of Occupancy. Purchaser also agrees to close and/or settle within seven (7) days of issuance of the Certificate of Occupancy by the applicable county, or the issuance of loan commitment, whichever is the latter to occur.

7. **Settlement:** Settlement will occur at the office of \_\_\_\_\_ as soon thereafter as appropriate loan and title papers can be prepared, allowing reasonable time to correct any defects found by the title examiner. But in no event shall settlement occur more than two (2) years from the date of this Contract (Virginia statute). Seller will grant possession upon settlement. It is also agreed and understood that if the Seller pays any closing costs, the Purchaser agrees to use the Lender designated by the Seller. Purchaser also agrees to close and/or settle within seven (7) days of issuance of the Certificate of Occupancy by the applicable county, or the issuance of loan commitment, whichever is the latter to occur.

8. **Fair Housing:** This Contract shall be administered without regard to race, color, religion, sex, handicap, familial status, age, or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.

9. **Occupancy:** The house shall not be occupied by the Purchaser until a temporary or final occupancy permit has been issued and Settlement has occurred.

10. **Other Terms:** The following addenda are hereby made a part of this Contract:

- Plans dated \_\_\_\_\_
- Specifications dated \_\_\_\_\_
- Site Plan dated \_\_\_\_\_
- Selections and Options Worksheets dated \_\_\_\_\_
- Options Worksheet dated \_\_\_\_\_
- Residential Construction Performance Guidelines published by the National Association of Homebuilders, Copyright 2005 **as Supplemented** (the "Warranty Guidelines")
- Additional Terms as defined: \_\_\_\_\_
- Additional Terms as defined: \_\_\_\_\_



11. **Boundaries:** The Property boundaries, maps, restrictions and conditions of record shown to the Purchaser on the Site Plan are accurate to the best of the Seller's knowledge, and are in no way meant to be absolute, Purchaser is advised to consult subdivision maps and restrictions and regulations of record as well as the Town or County Planning Department prior to any major changes in the existing property.

(a) **Attached Homes:** Any residence that shares a common wall or structural attachment with an adjoining property may have a survey after construction is commenced, but prior to settlement of the first unit in the building, whereby the actual boundary between the two or more properties and/or greenspaces of the Property Owners Association (as applicable) is established. Property lines or dimensions shown on any plat prior to construction are for layout purposes only and are subject to field variations. Seller reserves right to adjust property boundaries after contract and prior to settlement as deemed necessary by Seller.

12. **Changes:** The Purchase Price and the Completion Date may be changed only by Change Order. All changes in the work must be authorized by a written Change Order signed by the Purchaser and the Seller. Upon approval by Purchaser, the Change Order shall be due and payable at the time of approval and prior to implementing associated work.

13. **Warranty:** This Contract is subject to the implied warranty requirements as set forth in Section 55.70.1 of the Code of Virginia (1950), as amended ("Virginia Code"). **WITH RESPECT TO ANY PERSONAL PROPERTY, INCLUDING FIXTURES AND EQUIPMENT, SOLD HEREUNDER THAT IS SUBJECT TO A WARRANTY BY ITS MANUFACTURER, SELLER DISCLAIMS AND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF STRUCTURAL SOUNDNESS, WORKMANSHIP, HABITABILITY OR, MERCANTABILITY, THE MANUFACTURER'S WARRANTY BEING THE ONLY WARRANTY IN SUCH CASE.** Seller further provides a one-year warranty against defects in materials and workmanship where identified as such in the publication 'Residential Construction Guidelines for Professional Builders and Remodelers' published by the National Association of Homebuilders, (copyright 2005). No defect or warranty work shall be performed until Purchase Price has been paid in full including any and all escrows held at Settlement for items identified and agreed to as uncompleted items. The **Warranty Guidelines** are attached and incorporated into this Contract by reference and are subject to review by Purchaser within three (3) days from date of acceptance of this Contract. If Purchaser objects to any portion of the **Warranty Guidelines**, Purchaser's objection must be in writing and delivered to Seller within that three (3) day period. The failure of Purchaser to take any action shall be deemed to constitute Purchaser's acceptance of **Warranty Guidelines**.

14. **Right to Cure:** If the Purchaser discovers a construction defect that it believes to be subject to the one-year warranty set forth in Paragraph 13 above, Purchaser shall give notice of such condition in writing to the Seller, and Seller shall have ninety (90) days thereafter within which to begin remedy of the condition. Purchaser shall grant reasonable and unrestricted access during normal working hours to the property to facilitate repairs.

15. **Bankruptcy:** Seller shall not be obligated or under any duty to settle this transaction in the event of the filing of any bankruptcy or insolvency petition or action by or against Purchaser.

16. **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 (i) terminating this Contract and recovering the deposit, or (ii) affirming this contract. Substantial loss shall be



defined as an "Act of God" that delays the completion date by more than 90 calendar days from the Settlement Date as defined in Article 6 of this Contract of Purchase and the "Act of God" results in Seller recovering costs via its Builders Risk insurance policy.

17. **Required Disclosures**

(a) **Property Owners' Association Disclosure:** Seller represents that the Property  is OR  is not (*check as applicable*) located within a development that is subject to the Virginia Property Owners Association Act (Sections 55-508 et. seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners association an association disclosure packet and provide it to the Purchaser or to notify Purchaser that the packet is unavailable.

The information contained in the association disclosure packet shall be current as of a date specified on the association disclosure packet. The Purchaser may submit a copy of the contract to the association with a request for assurance that the information required by the Act previously furnished remains materially unchanged, or, if there have been material changes, a statement specifying such changes. The Purchaser shall be provided with such assurance or such statement within ten days of the receipt of such a request by the association. The Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. The Purchaser may cancel this Contract (a) within 3 days after the Date of the fully executed Contract, if on or before the Date of the fully executed Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within 3 days after hand-delivered receipt of the association disclosure packet or notice; or (c) within 6 days after the post mark date if the association disclosure packet or notice is mailed to the Purchaser.

The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available from the association or the association disclosure packet is not delivered to the Purchaser. Written notice of cancellation shall be made to the Seller within the cancellation period by one of the following methods; (i) hand delivery; (ii) United States mail, postage prepaid provided the sender retains sufficient proof of mailing; (iii) electronic means where the sender retains sufficient proof of the electronic delivery; or (iv) overnight delivery using a commercial service of the United States Postal Service. The sender shall have the burden to demonstrate delivery of the cancellation notice. If this Contract is cancelled pursuant to this paragraph, such cancellation shall be without penalty, this Contract shall terminate and the Deposit shall be refunded in full to the Purchaser in accordance with the procedure defined in paragraph 11(a) and in accordance with the procedure of the Act. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement.

(b) **Mechanics' and Materialmen's Liens**

NOTICE

Virginia law (Sections 43-1 et seq. of the Virginia Code) 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) ninety (90) days from the last day of the month in which the lienor last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated.



AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(c) **Adjoining Property:** Seller makes no representations as to matters affecting adjacent parcels, and Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to adjacent parcels.

(d) **Title Insurance Notification:** Purchaser may wish, at Purchaser's expense, to obtain owner's title insurance. Depending on the particular circumstances of the transaction, such insurance may include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, may be subsequently recorded and may adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(e) **Lead-Based Paint Disclosure:** The certification, required pursuant to the United States Residential Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller and Purchaser (*check as applicable*) is \_\_\_ is not  attached hereto. All improvements on the Property were  were not \_\_\_\_\_ constructed after January 1, 1978.

(f) **Notice of Principal Residence:** Purchaser (*check as applicable*) does \_\_\_ does not \_\_\_ intend to occupy the Property as Purchaser's principal residence.

(g) **Notice to Purchaser:** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on any sexual offender registered under Chapter 23, Sections 19.2-387 *et seq.* of Title 19 of the Virginia Code. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000, or [www.vsp.state.va.us](http://www.vsp.state.va.us).

(h) **Notice to Purchaser Regarding Settlement Agent and Settlement Services**

**Choice of Settlement Agent:** Purchaser has the right to select a settlement agent to handle the closing of this transaction. 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 advice 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 of the transaction for the purpose of providing legal services to that party.

**Escrow, closing and settlement services 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.

18. **Mold Notice, Disclosure, and Disclaimer:** Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found



everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home.

In order to prevent mold growth in a home it is entirely up to the homeowner to properly manage and maintain the home. The responsibility of a homebuilder is limited to things that can be controlled during construction. The homebuilder cannot eliminate the possibility that mold and other fungi may grow in your home after construction is completed. The Purchaser hereby agrees that the Seller shall not be liable for any damages caused by mold, or by some other fungus or agent, that may be associated with alleged defects in construction, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects. Implied warranties, including the implied warranty of workmanlike construction, the implied warranty of habitability, and the implied warranty of fitness for a particular use, do not apply to the prevention of mold or other fungal growth. The Owner hereby waives all claims and causes of action against the Seller in connection with mold or other fungal growth, and any damages related thereto.

## 19. Standard Provisions

(a) Seller is to construct a house for Purchasers on the Property in accordance with the Plans, Specifications, and Selection Worksheets attached hereto. Change Orders are defined as any change in the scope of work and will only be performed when in writing, approved, and signed by Seller and Purchaser. Seller may substitute materials of similar quality, pattern, and design if unable to obtain the exact materials indicated on the Plans, Specifications, Option Worksheet (if applicable per *paragraph 10*), and Selection Worksheets. Dimensions may vary somewhat from those stated in printed material. Model homes and printed material may include examples of options and custom features, which may not be included in this Contract. Any options or custom features must be drawn and/or specified in this Contract.

(b) Work and materials shall be furnished and performed in a workmanlike manner in accordance with approved plans and specifications based on established practice and standards recognized in the building trade.

(c) Purchaser acknowledges that unless specified herein to the contrary, Purchaser will accept all selections and options installed or ordered by Seller for the Property as of the date of this Contract. Purchaser has received all supporting addenda with this Contract and may make selections provided selections do not affect the date of Settlement. Purchaser agrees to make selections in a timely manner as to not lengthen construction timeline. All upgrades and or changes will be managed via the Change Order process and are payable at the time selection is made. Until such time as all contingencies have been removed, any selections made by Purchaser are subject to Sellers' approval.

(d) Seller reserves the right to make necessary field changes in plans and specifications which do not significantly alter the home subsequent to this Contract without notification to Purchaser.

(e) Purchaser is entitled to make reasonable changes as outlined in the Specifications. A change is any deviation from the approved contract documents per *Paragraph 10*. Any change must be agreed upon in writing by both parties and paid for prior to change being made. Depending on the complexity of pricing the change, there may be a fee for pricing the requested change, regardless of whether the Purchaser approves the item or not. The Purchaser will be advised of this charge when the pricing is requested and the pricing fee must be paid prior to pricing. Processing fees must be paid when the Change Order is approved. In the event Settlement does not occur, all Change Order and processing charges are not refundable. Seller reserves the right to deny any Change Order request for any reason. Allowance overages and Change Order items are subject to addition of overhead and profit for Seller. SELLER WILL



NOT ACCEPT ANY CHANGE ORDER WITHIN THIRTY (30) DAYS PRIOR TO THE SCHEDULED SETTLEMENT DATE.

(f) Seller will use its discretion in properly locating the house on the Lot. Seller shall determine in its sole discretion the grading of the Lot taking into consideration generally accepted building standards. Seller will remove all trees that in its discretion are necessary for the construction of the house, septic field, if any, and driveway. Removal of trees thereafter will be at the expense of the Purchaser. The Seller is not responsible for any originally existing trees that die at any time.

(g) Seller agrees to provide, at settlement, a termite soil treatment certificate for the dwelling, bonded for a period of one year from the date of soil treatment.

(h) Until Settlement, the house, either under construction or completed, including all materials and supplies stored at the site remain the property of the Seller.

(i) Purchaser agrees to perform a home orientation tour and a quality assurance walk-through inspection of the house approximately one week prior to Settlement or at an agreed upon schedule. Purchaser may use this walk-through inspection to itemize in writing any defects as determined under the **Warranty Guidelines**. All apparent defects must be given to Seller in writing at the conclusion of the walk-through inspection. Seller agrees to complete any outstanding items within thirty (30) days after Settlement or other reasonable amount of time as weather or other variables allow.

(j) Seller has priced improvements based on current market prices of building materials and labor. If construction has not begun within ninety (90) days from the date of this Contract due to no fault of the Seller, the Seller may charge to the Purchaser any cost increase in materials in excess of three percent (3%), after providing proof to the Purchaser of such cost increase. Any such charges shall be paid to the Seller within two (2) weeks of written notification to the Purchaser.

20. **Miscellaneous:** This Contract represents the entire Contract between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed according to the laws of the Commonwealth of Virginia and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. The parties agree that faxed or electronic transmission of any signed original document shall have the same effect as an original.

21. **Mediation:** Purchaser and Seller agree to mediate any dispute or claim between them arising out of this contract or any resulting transaction before resorting to arbitration or court action. Mediation is a process in which parties attempt to resolve a dispute by submitting the problem to an impartial, neutral mediator who is authorized by the parties to facilitate the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation fee, if any, shall be divided equally among the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then in the discretion of the arbitrator(s) or judge, that party shall not be entitled to recover attorney's fees even if they would otherwise be available to that party in any such arbitration or court action.

22. **Default:** In the event that either party is in default in its obligations under and pursuant to this Contract, the non-defaulting party shall have all rights and remedies available to it in law or in equity, and the defaulting party shall be responsible for the costs, including without limitation reasonable attorneys' fees, incurred by the non-defaulting party in enforcing its right hereunder, regardless of whether litigation is instituted. In the event of a dispute as to which party is



in default, the party deemed by the tribunal or arbitrator, as the case may be, to be more in default shall be deemed, for purposes of this provision, to be the defaulting party.

23. **Assignability:** Purchaser may not assign this Contract to anyone without prior written consent by Seller. Seller's refusal to consent to assignment by shall not be construed as cause for termination of Contract or give any cause for claim against Seller. Seller may assign rights of this Contract to a Lender.

24. **Facsimiles:** This contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same instrument. Documents obtained via facsimile machines shall also be considered as originals.

25. **Seller/Contractor Required Information:** In compliance with the Rules and Regulations of the Virginia Board for Contractors, Contractor sets forth the following:

Contractor's Address: 409 E. Roanoke Street, Blacksburg, VA 24060  
Mail: P. O. Box 985, Blacksburg, VA 24063  
Board for Contractors Class A Building License  
License #: 2705047980A  
Expires: January 31, 2011

26. **Expiration of Offer:** This offer when signed by Purchaser shall expire unless written acceptance is delivered to Purchaser or Purchaser's agent on or before \_\_\_\_\_ A.M. or \_\_\_\_\_ P.M. \_\_\_\_\_, 200\_. It is agreed that this offer to purchase may be withdrawn by Purchaser at any time prior to Purchaser or Purchaser's agent receipt of written acceptance by Seller, and that Seller may accept other offers prior to acceptance of this offer.

27. **Sales Commission and Disbursement:** Seller does hereby agree to pay a total brokerage fee of \_\_\_\_\_ calculated on \_\_\_\_\_ (the Base Price of the home). In the event this is a cooperative sale, the Selling Firm is to receive \_\_\_\_\_ and the Listing Firm is to receive the remainder of the total brokerage fee. Seller hereby authorizes and directs the settlement agent to disburse to the Listing Firm and the Selling Firm from the Seller's proceeds the respective portions of the fee at settlement.

Seller accepts this offer \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. \_\_\_\_\_, 200\_.

\_\_\_\_\_/\_\_\_\_\_  
Seller: Progress Street Builders, Inc. Date Purchaser / Date

\_\_\_\_\_  
54-1906705  
Tax Identification Number Social Security Number

\_\_\_\_\_/\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Social Security Number

Owner Contact Information:

Primary Phone Number: \_\_\_\_\_

Secondary Phone Number: \_\_\_\_\_

Other Phone Number: \_\_\_\_\_

Primary e-mail address: \_\_\_\_\_

Secondary e-mail address: \_\_\_\_\_

Other e-mail address: \_\_\_\_\_