

MORGANTOWN BOARD OF REALTORS, INC.

Morgantown, West Virginia

Uniform Purchase Agreement (REAL ESTATE & PERSONAL PROPERTY)

TO: Howard Hanna Premier Properties (Listing Office/Broker) 304-594-0115 (Phone)

FROM: _____ (Selling Office/Broker) _____ (Phone)

PARTIES AND PROPERTY: The undersigned _____ of _____, (**hereinafter, whether one or more, "PURCHASER"**), hereby offers and agrees to purchase from Windstar Holdings LLC of Morgantown, WV, (**hereinafter, whether one or more, "SELLER"**), that certain real property, together with all improvements thereon and appurtenances thereto (**sometimes hereafter, the "Property"**), having a Street Address of: Unit _____ of The Backwaters and more particularly described in Deed Book/Page: P/O1354, 426, and further known as the property shown as Tax Map 7B, Parcel _____, District of Union, County of Monongalia and State of West Virginia, and more particularly described as follows: Lot(s) No. _____, Block No./Phase I of the The Backwaters Subdivision/Addition of the _____ Ward of Morgantown (City), and having the approximate dimensions or acreage of: _____ +/-.

ADDENDA/PROVISIONS: This offer is subject to the following Addenda and/or provisions which are attached hereto and are made a part of this Uniform Purchase Agreement (hereinafter this "Agreement"):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Notice of Agency Relationship | <input type="checkbox"/> Morgantown Board of Realtors--Lead-Based Paint Disclosure |
| <input checked="" type="checkbox"/> Addendum to Uniform Purchase Agreement | <input type="checkbox"/> Occupancy/Post Occupancy Agreement |
| <input type="checkbox"/> Agreement to Sell Personal Property | <input type="checkbox"/> Property Condition Disclosure Statement |
| <input type="checkbox"/> Unit Resale Certificate | <input checked="" type="checkbox"/> Other: <u>POS FOR THE BACKWATERS</u> |

3. PURCHASE PRICE: **PURCHASER** agrees to pay to **SELLER** for the above described Property the sum of _____ DOLLARS (\$ _____) payable as follows: Five Thousand DOLLARS (\$5,000.00) Earnest Deposit in the form of Check, Cash, Promissory Note accompanying this offer and to apply on the purchase price when this sale is consummated; AND _____ DOLLARS (\$ _____) additional cash payment upon consummation of sale.

4. EARNEST MONEY: All earnest money shall be cashed and deposited in the non-interest bearing trust fund account of the listing broker only upon acceptance of this offer by the **SELLER**. **ALL EARNEST MONEY SHALL BE HELD IN TRUST UNTIL SUCH TIME ALL PARTIES TO THIS AGREEMENT MUTUALLY AGREE IN WRITING AND INSTRUCT SUCH BROKER HOLDING SUCH EARNEST MONEY IN TRUST TO DISBURSE SUCH FUNDS. IN THE EVENT THE PARTIES DO NOT MUTUALLY AGREE AND SO INSTRUCT, THE ESCROWED FUNDS WILL NOT BE DISBURSED UNTIL AN ORIGINAL ENTERED COURT ORDER ORDERING DISBURSEMENT OF SUCH FUNDS IS DELIVERED TO THE BROKER HOLDING SUCH EARNEST MONEY IN TRUST.**

5. DEED: Upon the acceptance of this offer by **SELLER** and the fulfillment of all conditions stipulated herein to be performed by **PURCHASER**, **SELLER** shall by proper deed containing covenants of GENERAL WARRANTY, free and clear of all liens and encumbrances, convey said Property to _____. **SELLER** shall pay for the preparation of the deed and all required documentary and transfer stamps. The real property taxes shall be prorated upon a calendar year basis as of the date of the delivery of the deed using the most recent tax figures available as published in the land books located in the Office of the Clerk of the County Commission of the County in which the Property is located. Fire fees and homeowner's association dues, if applicable, shall be prorated based upon their respective fiscal years.

Initials: Purchaser _____
Purchaser _____

Seller _____
Seller _____

6. RISK OF LOSS BEFORE CONSUMMATION OF SALE: If the improvements are destroyed or damaged because of fire, flood, or an act of nature prior to closing, **PURCHASER** may terminate the purchase agreement by written notice to **SELLER** and the earnest money deposit shall be returned to **PURCHASER**. In event **PURCHASER** does not elect to terminate this Agreement, **PURCHASER** shall be entitled to the Property and any insurance proceeds payable on account of the damage or destruction, not to exceed the purchase price agreed to in this Agreement. Risk of loss shall be on **PURCHASER** after closing and delivery of deed.

7. RENTS: At closing, rents, if any, shall be apportioned as of the date of consummation of sale and all security deposits held by **SELLER**, if any, shall be transferred to **PURCHASER**, and **SELLER** shall provide to **PURCHASER**, if applicable, a current letter of compliance from the appropriate governmental agency and current leases prior to closing.

8. POSSESSION: Possession of the Property as then vacant, occupied shall be delivered to the **PURCHASER** on the date of the consummation of the sale, unless an Occupancy Agreement is entered into and made a part of this Agreement.

9. TITLE: **PURCHASER** shall be permitted to inspect the proposed Deed, Note, Deed of Trust or other instruments (if applicable) prepared by **SELLER** before the closing, and if the **PURCHASER** desires to obtain a title examination of the Property, **PURCHASER** shall obtain such report prior to closing at **PURCHASER'S** expense.

10. DISCLOSURES: **SELLER** hereby covenants that **SELLER** has disclosed to **PURCHASER** any and all defects and other conditions of the Property of which **SELLER** has knowledge, as required by law. The real estate broker(s) and/or agent(s) involved with this transaction make no representations as to title, boundaries, size, or other condition of the Property. No other representations of **SELLER** or **PURCHASER** other than contained in this Agreement shall be binding upon either party.

11. INSPECTION: **PURCHASER** covenants that **PURCHASER** has viewed the Property and all improvements thereon and subject to **PURCHASER'S** rights of inspection reserved in the attached Uniform Addendum to Uniform Purchase Agreement, if applicable, accepts the same in its present existing state and condition and not in reliance upon any representation made by the **SELLER**, or **SELLER'S** or **PURCHASER'S** agent(s).

PURCHASER agrees that the **SELLER'S** and **PURCHASER'S** real estate agent(s) and broker(s) shall not be responsible or liable for any agreements, conditions or stipulations not set forth herein relating to or affecting the physical condition of the Property or any fixture or personal property situate thereon or any appurtenances thereto.

If any inspections are requested by **PURCHASER** in the Addendum to Uniform Purchase Agreement, **SELLER** agrees to grant access to the Property to **PURCHASER'S** appraisers, inspectors, surveyors, or any other agents to satisfy any agreed upon contingencies or to make repairs which have been agreed to by the parties. **SELLER** further agrees to have all utilities on at the time of such inspections or be responsible to reimburse **PURCHASER** for the costs to connect such utilities and for all utility expenses incurred prior to closing.

PURCHASER hereby agrees to promptly pay for any inspection fees as a result of **PURCHASER'S** behalf, and to indemnify and hold such third party, the real estate broker(s) and agent(s), harmless from the costs of such inspections.

12. TIME OF PERFORMANCE AND DEFAULT: This offer expires on _____ 2008 at 5:00 A.M. P.M. After signature of the **PURCHASER** and until signed by the **SELLER**, this instrument shall constitute an offer to purchase which shall terminate and be automatically withdrawn unless accepted by the **SELLER** before the time of expiration. This offer shall be accepted by delivery to the **PURCHASER** of a duplicate of this instrument executed by the **SELLER**. If the offer is not accepted within said period, the earnest money remitted herewith shall be returned immediately to the **PURCHASER**. If the offer is accepted within said period, **SELLER** and **PURCHASER** shall consummate the sale on or before _____. **TIME IS OF THE ESSENCE**, subject to Paragraph No.13.

Initials: Purchaser _____
Purchaser _____

Seller _____
Seller _____

If the **PURCHASER** defaults in the performance of any of the obligations imposed by the terms hereof, the **SELLER** may treat this Agreement as null and void and either: (1) retain the earnest money deposited herewith as liquidated damages for failure of the **PURCHASER** to perform this Agreement, or (2) return the earnest money deposited and pursue any and all remedies available to **SELLER** against **PURCHASER** as a result of such default.

If the **SELLER** defaults in the performance of any of the obligations imposed by the terms hereof, the **SELLER** shall return the earnest money deposited and the **PURCHASER** may treat this Agreement as null and void and either: (1) demand reimbursement from the **SELLER** for all out-of-pocket expenses incurred by **PURCHASER**, written evidence of which shall be provided by **PURCHASER** to **SELLER** upon such demand (i.e. loan application fees, appraisal fees, title work fees, survey costs, inspection fees, etc.) as liquidated damages for failure of the **SELLER** to perform this Agreement, or (2) pursue any and all remedies available to **PURCHASER** against **SELLER** as a result of such default.

13. EXTENSION: **PURCHASER** and **SELLER** agree to extend this Agreement beyond the above agreed upon time of performance if the reason for not complying with the agreed upon time of performance is the fault of the lending institution or other third party, and not the fault of either the **PURCHASER** or **SELLER**. This extension shall not exceed ten (10) business days, and only until scheduling permits the consummation of the sale.

14. HOME WARRANTY INSURANCE: **PURCHASER** has been offered a one year warranty program and declines coverage or elects coverage of the home warranty program. The cost of the one year home warranty program shall not exceed \$_____ and is to be paid by **PURCHASER** or **SELLER** at closing. Parties acknowledge that listing and/or selling firm(s) and their agents may receive a fee for each home warranty sold.

15. FACSIMILES: The parties agree that faxed or electronic transmission of any signed original document shall have the same effect as an original.

16. AUTHORIZATION: This document is the property of the MORGANTOWN BOARD OF REALTORS, INC. and its members, and any unauthorized use thereof is strictly prohibited.

PURCHASER:

_____ (SEAL) Dated: _____

_____ (SEAL)

ACCEPTANCE:

SELLER acknowledges that **SELLER** has read and understands the provisions of this Agreement and agrees to sell the Property at the price, terms, and conditions set forth herein. **SELLER** acknowledges receipt of a copy of this Agreement and authorization is hereby given to the Broker(s) in this transaction to deliver a signed copy hereof to the **PURCHASER** and to disclose the terms of the sale to members of a Multiple Listing Service or Board/Association of REALTORS after closing.

SELLER:

_____ (SEAL) Dated: _____

_____ (SEAL)

NON-ACCEPTANCE:

By signing here: _____, SELLER acknowledges that this offer was presented to SELLER on _____ at _____ A.M./P.M. and said offer is not acceptable and no counteroffer is being made.

Morgantown Board of REALTORS, Inc.
Morgantown, West Virginia

UNIFORM ADDENDUM TO UNIFORM PURCHASE AGREEMENT

Dated: _____, Between Windstar Holdings LLC, **SELLER**, and _____ **PURCHASER**, for the property located at Unit _____ of The Backwaters.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNIFORM PURCHASE AGREEMENT:

Applicable

Yes **No**

 1. LOAN: This Agreement is contingent upon **PURCHASER** obtaining _____ Conventional, _____ FHA, VA, _____ West Virginia Housing Fund, or _____ owner financing for not more than _____ percent of the agreed upon purchase price at an interest rate not to exceed _____ percent for _____ years, to be secured by a first lien deed of trust on the Property. **PURCHASER** agrees to apply for such loan within 5 days (“days” as used in this Agreement shall mean calendar days) of the acceptance of this Agreement and to continue with due diligence and in good faith to make every reasonable effort to secure such loan from a reputable financial institution. **PURCHASER** agrees to provide **SELLER** with a “loan pre-approval letter” from a financial institution within 5 days from the date of acceptance of this Agreement. A “loan pre-approval letter” shall mean a letter from a lender verifying **PURCHASER’S** ability to obtain such loan based upon **PURCHASER’S** employment, income and satisfactory credit report. If, after making reasonable effort to secure a loan and if such loan is not approved, **PURCHASER** shall provide to **SELLER** written confirmation of loan denial and this Agreement may be terminated by either party in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

 2. APPRAISAL: This Agreement is contingent upon **PURCHASER** obtaining a current appraisal, and if the appraised market value of the Property is not equal to or greater than the agreed upon sale price, this Agreement is open for renegotiations and **PURCHASER** does not have to purchase, **SELLER** does not have to sell. If an agreement is not reached after 3 days of renegotiation, either party may choose to terminate this Agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

 3. PROPERTY INSPECTION: **PURCHASER** will have the right, at **PURCHASER’S** expense, to have inspection(s) of the Property for structural, physical and mechanical components, and for such other purposes as determined by the **PURCHASER**. Written notice of the findings will be reported to **SELLER** and the **SELLER’S** Agent on or before _____ (Date). Failure to inspect and/or report to **SELLER** and to **SELLER’S** Agent within the specified time shall be deemed a waiver of **PURCHASER’S** right to inspection and to request repairs, and **PURCHASER** agrees to accept the Property in its present condition. In the event any defects are discovered and reported by **PURCHASER’S** inspectors, and repairs are required as a result of such inspection(s), **PURCHASER** will have the option of notifying the **SELLER** in writing on or before the date set forth above in this paragraph, and providing **SELLER** with a copy of such report(s), or such parts of the report(s) identifying the defects, that:

- (1) **PURCHASER** is terminating this Agreement because **PURCHASER** is not satisfied with the results of such inspection(s) and indicating to **SELLER** the findings that were not satisfactory; or
- (2) **PURCHASER** requires certain unsatisfactory findings identified in such report(s) be repaired by **SELLER**, and **SELLER** shall have the option of:

- A. Making such repairs at **SELLER’S** expense, or
- B. Negotiating the repairs to be made by **SELLER** and/or a payment to **PURCHASER** in lieu of making such repairs, or
- C. Refusing to make such repairs, thereby permitting **PURCHASER** to terminate this Agreement making it null and void, and the earnest money deposit shall be returned to **PURCHASER**.

SELLER shall respond in writing to **PURCHASER** within _____ days of **PURCHASER’S** request indicating which option is selected, or be deemed to agree to make all repairs requested prior to the closing date. If option B is selected by **SELLER**, the parties must enter into a written agreement on or before _____ (Date), to be prepared by **PURCHASER**, in regard to the repairs to be made, or either party may terminate this Agreement in writing, and upon receipt of such termination the parties

Initials: Purchaser _____
Purchaser _____

Seller _____
Seller _____

hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

Applicable

Yes No

4. RADON INSPECTION: PURCHASER reserves the right to have a Radon Test to be conducted at **PURCHASER'S** expense. Results of test of the air within envelope space when closed to outside environment (normal enter & exit) must be below the EPA Action Level of 4.0 Pico Curies per liter. This test must be conducted and results provided to **SELLER** or contingency removed no later than ____ (Date). In the event test results indicate levels equal to or higher than EPA Action Level, **SELLER** shall have the option of:

- (A) Taking remedial action to reduce levels to below the EPA Action Level of 4.0 Pico Curies per liter. **PURCHASER** may agree to accept this remedial action or may elect to declare this Agreement void and all earnest money deposits returned, or
- (B) Negotiating the remedial action expense with **PURCHASER**.

If no written agreement regarding remedial action is entered into on or before ____ (Date), either party may terminate this agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

5. WOOD DESTROYING ORGANISMS INSPECTION: The Property shall be conveyed free and clear of all wood destroying organisms, with such inspection being at the expense of _____. If treatment and/or damage repair due to wood destroying organisms is required, **SELLER** agrees to pay for same not to exceed \$_____ plus tax. If cost of such treatment and repairs exceeds this amount, **SELLER** and **PURCHASER** may negotiate the payment of the overage, or if no agreement can be reached on or before ____ (Date), either party may terminate this Agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement. If the Property is new construction (i.e. never lived in), **SELLER** agrees to provide **PURCHASER** with wood-destroying organisms pre-treatment documentation. If new construction wood-destroying organisms pre-treatment documentation cannot be provided, **PURCHASER** may terminate this Agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

6. HEALTH DEPARTMENT INSPECTION: This Agreement is contingent upon County Health Department approval and/or certification of any on-site or other private sewage disposal system and/or private water system, with such inspection being at **PURCHASER'S** expense on or before ____ (Date). Any septic tank pumping fee, if required by the County Health Department will be at **SELLER'S** expense. If the County Health Department approval cannot be obtained, and **SELLER** refuses or is unable to do what is necessary for County Health Department approval, **PURCHASER** shall have the option of either waiving the defect or terminating this Agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement. In the event the Property is vacant and the County Health Department is unable to do the necessary inspection until after Property is closed and **PURCHASER** has taken occupancy, **SELLER** agrees to escrow whatever monies the lending institution, or, if no lending institution is involved, the average of the amounts set forth on a written bid obtained by **PURCHASER** and a written bid obtained by **SELLER** from licensed contractors approved by the County Health Department and pay for any such escrow agreement necessary.

7. SURVEY: This Agreement is contingent upon the X**PURCHASER/** _____ **SELLER** obtaining and the X**PURCHASER/** _____ **SELLER** paying for a survey of the Property to determine (1) there are no unsatisfactory rights of ways or encroachments affecting the anticipated use of the Property, (2) the size of the Property is not materially different from that which has been represented, and (3) that the Property boundaries and corners are as and where represented to **PURCHASER** prior to entering into this Agreement. If **PURCHASER** determines such survey is unsatisfactory for any of the above reasons, and **SELLER** cannot cure prior to closing, or an agreement cannot be reached on or before ____ (Date), **PURCHASER** may terminate this Agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

Initials: Purchaser _____
Purchaser _____

Seller _____
Seller _____

8. WIPE-OUT CONTINGENCY: This offer is subject to and contingent upon **PURCHASER** consummating a sale of **PURCHASER'S** Property located at _____. **PURCHASER** hereby represents that **PURCHASER'S** current Property is:

- A. Now under contract and scheduled to close by _____.
- B. Listed for sale with a real-estate firm.
- C. Listed for sale by owner

SELLER shall, however, have the right to continue to offer the Property for sale and to accept offers, subject to the rights of the **PURCHASER**. **SELLER** shall give written notice to **PURCHASER** if **SELLER** accepts an offer to purchase the Property from another buyer. Thereafter, **PURCHASER** shall have _____ hours from **PURCHASER'S** receipt of such notice to remove this contingency. If **PURCHASER** fails to remove this contingency in writing within the _____ hour period, then the agreement for sale of the Property between **SELLER** and **PURCHASER** may be terminated by either party in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

PURCHASER understands and hereby agrees that to remove this contingency the **PURCHASER** must place an additional earnest money deposit in the amount of \$_____ in the non-interest bearing trust account of the listing office and provide written evidence of reasonable financial ability, which is acceptable to the **SELLER**, and to proceed with the terms and conditions of this Agreement, and that the **PURCHASER'S** ability to obtain financing is not a contingency to this Agreement.

If **PURCHASER'S** Property is not sold on or before _____ (Date) and **SELLER** has accepted no other offer to purchase the Property during such time, the parties may either elect to continue their agreement or either party may terminate this Agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

PURCHASER shall complete all applicable inspections of the Property by _____ (Date). **PURCHASER** shall apply for a mortgage loan if applicable within _____ days of the acceptance of this agreement. This contingency shall become null and void upon consummation or sale of the **PURCHASER'S** above stated property.

Applicable

Yes No

9. BACK-UP DISCLOSURE: It is understood and agreed that this offer is a back-up offer, and after its full execution will be a "back-up" agreement, to the agreement the **SELLER** already has executed with another party for the Property (hereafter "Primary Agreement"). This back-up agreement and the **PURCHASER** will remain in a "back-up" position until the earlier of: (1) the Primary Agreement is consummated (i.e. the closing occurs and the **SELLER** transfers the Property in accordance with the Primary Agreement), thereby voiding this agreement, (2) the Primary Agreement is terminated thereby causing this back-up agreement to become Primary, or (3) the **PURCHASER** withdraws this back-up agreement by written notice to the listing agency, thereby voiding this agreement. Upon the consummation or termination of the Primary Agreement, the **SELLER** hereby agrees to give written notice of the same to **PURCHASER**. Upon the receipt of notification of the Primary Agreement being consummated or the **PURCHASER'S** withdrawal of this back-up agreement, which the **PURCHASER** hereby reserves the right to do prior to this back-up agreement becoming Primary, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

10. PRE-CLOSING WALK-THROUGH INSPECTION: **PURCHASER** shall have the right to re-inspect subject Property prior to closing in order to ascertain that the subject Property is in the same physical condition as it was as of the date of this Agreement and to verify that all repairs, if any, have been performed as agreed upon by **PURCHASER** and **SELLER**. The results of the inspection shall be made known to the **SELLER** immediately. Failure to conduct a final walk-through inspection and report results shall be deemed a waiver of **PURCHASER'S** final inspection and repair rights and **PURCHASER** agrees to accept property in its present condition.

Initials: Purchaser _____
Purchaser _____

Seller _____
Seller _____

11. PROPERTY CONDITION DISCLOSURE STATEMENT: If not attached hereto, **SELLER** agrees to provide to the **PURCHASER** a Seller's Property Disclosure Statement _____ days after acceptance of this Agreement. **PURCHASER** shall have until _____(Date) to review and approve. If Seller's Disclosure Statement is not approved by **PURCHASER** by such date, either party may terminate this Agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement. Regardless of **PURCHASER'S** review and/or approval of the Seller's Disclosure Statement, **PURCHASER** may exercise **PURCHASER'S** rights pertaining to the inspections reserved in any other contingency set forth in this Uniform Purchase Agreement.

Applicable

Yes No

12. UNIT OWNER RESALE CERTIFICATE: If applicable, **SELLER** shall provide to **PURCHASER** a Unit Owner Resale Certificate, Restrictions and Covenants associated with the Property as well as any other documentation affecting the use and conveyance of the Property. **PURCHASER** shall have ten (10) days after receipt of said documents for review and acceptance. If such documents are not approved by **PURCHASER**, **PURCHASER** may terminate this Agreement in writing, and upon receipt of such termination the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

13. PROPERTY, CASUALTY, & LIABILITY INSURANCE: This Purchase Agreement is contingent upon **PURCHASER'S** ability to obtain Property, Casualty, & Liability Insurance for the herein described property. The **PURCHASER** agrees to provide **SELLER** or **SELLER'S** agent, on or before _____, a binder or letter from a reputable insurance company, stating that the **PURCHASER** can obtain insurance for: a) not less than the amount requested by the Lender; b) the amount of the contracted Purchase Price, less the value of the land, and/or c) the insurance company's replacement cost valuation. If **PURCHASER** cannot obtain such insurance by such time, either party may terminate this Agreement and the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph 4 of the Uniform Purchase Agreement.

14. HEALTH DEPARTMENT: This Agreement is contingent upon the County Health Department approving on or before _____, 2008: (1) a perk test of the Property for an On-site private Sewage Disposal system and (2) an on-site private water well permit for a well to be installed on the Property. All permits, tests and drilling for such approvals are to be Obtained at the expense of the PURCHASER.

15. In the event the County Health Department expressly fails either the private sewage or well permits on or before _____, 2008, either party may terminate this Agreement in writing, and Upon receipt of such termination the parties hereto shall be obligated to authorize the release of The earnest money deposit as provided in paragraph 4 of the Uniform Purchase Agreement.

Initials: Purchaser _____
Purchaser _____

Seller _____
Seller _____

16. In the event the County Health Department cannot approve either the private sewage or water well permits on or before _____, 2008 as a result of the PURCHASER failing to obtain, or timely obtain, the permits, tests or drilling necessary for such approvals, the contingencies set forth in Section 14 above shall be satisfied and deemed removed from this Agreement.

17. UTILITY SERVICES: The SELLER agrees to arrange and pay for the installation of electrical and telephone service to the property line of the Property. The private sewage disposal system and Water well and system and any other services desired by PURCHASER are to be purchased And installed at the expense of PURCHASER

Indemnity: PURCHASER acknowledges and agrees to accept full responsibility and risk for not selecting any contingencies set forth above as a contingency to this Agreement and for any matters that may result from such decision, and that the listing broker and agent(s) and selling broker and agent(s) are not, unless otherwise disclosed herein, qualified to make any inspections of the Property and PURCHASER agrees to exercise due diligence using the appropriate and qualified experts selected by the PURCHASER. PURCHASER hereby further agrees to indemnify and hold harmless SELLER, listing broker and agent(s) and selling broker and agent(s), and their respective owners, officers, managers, employees, independent contractors, heirs, personal representatives, successors and assigns from any and all liability, recourse or damages as a result thereof, and from any condition of the structural, physical or mechanical components of the Property or Personal Property described herein discovered after the closing.

PURCHASER DATE

SELLER DATE

PURCHASER DATE

SELLER DATE

**Morgantown Board of REALTORS, Inc.
Morgantown, West Virginia**

UNIFORM AGREEMENT TO SELL PERSONAL PROPERTY

In consideration of \$1.00, the **PURCHASER** hereby agrees to purchase and the **SELLER** hereby agrees to sell the following described Personal Property located at _____ in the City of _____, _____ County, West Virginia:

1. Not Applicable
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

PURCHASER acknowledges that they are purchasing the personal property “as is” and “where is”. **PURCHASER** further acknowledges that neither **SELLER** nor any agent of the **SELLER** has made any warranties or representations, either expressed or implied, as to the condition of the personal property and the **PURCHASER** is not relying on any such warranties or representations as to the condition of the personal property.

PURCHASER	SELLER
DATE	DATE
PURCHASER	SELLER
DATE	DATE