

# Non-Profit / Local Government NSP Contract



Please complete information in the designated fields shown below to auto-populate your sales contract.

Once complete, please be sure to print and sign or initial in all designated areas. Original contract packages must be received by Sage Acquisitions within 2 business days of bid award. Please be aware of the new earnest money guidelines form and instructions on where to send the funds. Please verify that ALL applicable pages of this contract package are filled out in its entirety.

## Property Information

HUD Case Number: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Street Address City State Zip

## Purchaser(s) Information

Purchaser(s) Names: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Purchaser(s) SSN/EIN: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Purchaser(s) Street Address: \_\_\_\_\_

Purchaser(s) City/State/Zip: \_\_\_\_\_

Purchaser(s) Contact Phone: \_\_\_\_\_

Purchaser(s) Combined Names: \_\_\_\_\_

Style in which Title will be taken: \_\_\_\_\_

## Selling Agent/Broker Information

Brokerage Name: \_\_\_\_\_

Broker Name: \_\_\_\_\_

Brokerage EIN or SSN: EIN: \_\_\_\_\_ OR SSN: \_\_\_\_\_

Brokerage NAID: \_\_\_\_\_

Brokerage Address (Street, City, State, ZIP): \_\_\_\_\_

Brokerage Phone: \_\_\_\_\_

Selling Agents Information: Name: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

## Purchase Info: Information and Amounts must MATCH the Bid submitted via the HUDHomestore exactly:

Bid Confirmation Number: \_\_\_\_\_

Line 3 - Purchase Price: \_\_\_\_\_

Line 5 - Closing Costs: \_\_\_\_\_

Line 6a - Selling Broker Commission: \_\_\_\_\_

Line 6b - Listing Broker Commission: \_\_\_\_\_

Line 7 - Net to HUD: \_\_\_\_\_

Earnest Money Deposit: \_\_\_\_\_

Date of Offer: \_\_\_\_\_

Purchaser Type:

Non-Profit Organization:

Other Government Agency:

Discount at closing: \_\_\_\_%

Lead-Based Paint Addendum Attached (required for all properties built prior to 1978):  Yes  No

HUD has implemented the Buyer Select Program in all States managed by Sage Acquisitions.

Closing Agent: \_\_\_\_\_

This field must be completed on buyer select closing agent areas only.

Please verify that ALL applicable pages of this contract package are filled out in its entirety.

# Instructions for Sales Contract

Property Disposition Program

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0306 (exp. 01/31/2017)

**Public reporting burden** for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is required in order to administer the Property Disposition Sales Program (24 CFR Part 291). The collection of information is required in order to provide a binding contract between the property purchaser and HUD. A real estate broker or one of its agents completes this form. If this information were not collected, HUD would not be able to administer the Property Disposition Sales Program properly to avoid waste, mismanagement, and abuse. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

**Privacy Act Statement:** The Department of Housing and Urban Development is authorized to collect this information by the National Housing Act, Section 235(b), P.L. 479, 48 Stat. 12 U.S.C. 1701 et seq. HUD is authorized to collect the Social Security Number (SSN) by Section 165(a) of the Housing and Community Development Act of 1987, P.L. 100-242, and by Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, P.L. 100-628. The information is being collected to determine the amount of assistance (if any) the applicant is entitled. The information is also used as a tool for managing the program(s) related to this form, and for protecting the Government's financial interests. **The information may be used to conduct computer-matching programs to check for underreported or unreported income.** The SSN is used as a unique identifier. The information may be released to appropriate Federal, State, and local agencies, and when relevant, to civil, criminal, or regulatory investigators and/or prosecutors. This information will not be otherwise disclosed or released outside of HUD except as permitted or required by law. It is mandatory that you provide all of the requested information, including all SSN(s), for you and all other household members age six years and older. Failure to provide SSN(s) and required documents will result in a delay or loss of assistance payments.

This **Sales Contract**, identified as form HUD-9548, must be prepared and transmitted in accordance with the following instructions. The form provides an original for fiscal and legal review, signed copy for the Purchaser, and unsigned information copies for the Purchaser, the selling Broker, and HUD's designated representative..

Remove this Instruction Sheet and type the HUD Case Number in the box in the upper right.

- Item 1: Type Purchaser(s) name and complete property address.
- Item 2: Enter name(s) and style in which title will be taken.
- Item 3: Enter Bid Amount and amount of earnest money Purchaser has deposited.  
Enter holder of earnest money deposit in accordance with Seller's instructions.
- Item 4: Enter when appropriate, strictly in compliance with Seller's offering. If Seller has offered the property with insured financing available, and Purchaser is buying under such means, check the first block and the applicable type of insured financing, and complete the down payment and mortgage information. If the insured mortgage involves a repair escrow (and has been so offered by Seller), also check the appropriate block and insert the amount of the repair escrow.  
**Note:** The amounts shown for "cash due at closing" and "balance by mortgage" do not include the FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into the mortgage.  
**Note:** If Purchaser is paying cash or applying for conventional or other financing not involving FHA, check appropriate block.
- Item 5: Enter amount of financing/closing costs Seller is expected to pay.  
**Note:** If the amount stated in Item 5 exceeds actual and typical allowable financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) owing to Seller.
- Item 6: Enter dollar amount Seller is expected to pay, including any selling bonus if offered by Seller. The commission will be paid by Seller upon completion of closing.
- Item 7: Enter net amount due Seller (purchase price [Item 3], less Items 5 and 6). Contract will be awarded on the basis of the greatest acceptable net return to Seller.
- Item 8: Enter appropriate occupancy information. If left blank, Purchaser will be considered as an investor. If purchaser qualifies for discount, enter percent. Discount will be reduced by amounts, if any, on Line Items 5 and 6. (Do not enter discounted price on contract.)
- Item 9: Enter in accordance with HUD's instructions.
- Item 10: Enter appropriate back-up offer information.
- Item 11: Enter if an addendum is to be attached to and made a part of this contract.  
**Note:** Addendum not previously approved by Seller may not be made a part of this Contract. Approved addendum must be signed by, and in the same style as, those signing as Purchaser(s).
- Item 12: Purchaser(s) must initial in appropriate space.
- Other:**
- a. **Failure of the Purchaser to perform in accordance with this contract may cause the Seller to retain all or a portion of the earnest money deposit. Broker must be certain this is fully explained to and understood by the Purchaser(s).**
  - b. **Enter Selling Broker's Name and Address Identifier (NAID). If broker has not been issued a SAMS NAID, complete forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, along with required documentation, and attach to this contract. Contact HUD's local designated representative.**
  - c. **The Broker is required to inform Purchaser of the Conditions of Sale on the reverse of the Sales Contract, and particularly of Purchaser's right and responsibility for satisfying itself as to the full condition of the property prior to submitting an offer to purchase and that Seller will provide no warranty or perform any repairs after acceptance of the Contract.**

Signatures: Sign Original, leaving carbon inserts intact, making certain that the signature(s) appears on all copies.

Transmittal: Forward the Original with Copies 1 and 2 to HUD's designated representative. Copies 3 and 4 are to be retained by Broker and Purchaser as information copies. Upon acceptance, HUD's designated representative will return the signed Copy 1 to Broker for delivery to Purchaser(s). HUD's designated representative will retain Copy 2.

**Sales Contract**  
Property Disposition Program

**U.S. Department of Housing and Urban Development**  
Office of Housing  
Federal Housing Commissioner

HUD Case No. \_\_\_\_\_

1. I (We), \_\_\_\_\_  
(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:

(street number, street name, unit number, if applicable, city, county, State)

2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: \_\_\_\_\_

3. The agreed purchase price of the property is .....> 3. \$ \_\_\_\_\_  
Purchaser has paid \$ \_\_\_\_\_ as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by \_\_\_\_\_.

4.  Purchaser is applying for FHA insured financing [  203(b),  203(b) repair escrow,  203(k)] with a cash down payment of \$ \_\_\_\_\_ due at closing and the balance secured by a mortgage in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).

Said mortgage involves a repair escrow amounting to \$ \_\_\_\_\_.

Purchaser is paying cash or applying for conventional or other financing not involving FHA.

5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed .....> 5. \$ \_\_\_\_\_

6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of .....> 6a. \$ \_\_\_\_\_

6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: .....> 6b. \$ \_\_\_\_\_

7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) .....> 7. \$ \_\_\_\_\_

8. Purchaser is:  owner-occupant (will occupy this property as primary residence)  investor  
 nonprofit organization  public housing agency  other government agency. Discount at closing: \_\_\_\_\_ %  
**Discount will reduced by amounts, if any, listed on Line Items 5 and 6.**

9. Time is of the essence as to closing. The sale shall close not later than \_\_\_\_\_ days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or \_\_\_\_\_.

10. If Seller does not accept this offer, Seller  may  may not hold such offer as a back-up to accepted offer.

11. Lead based paint addendum  is  is not attached; Other addendum  is  is not attached hereto and made part of this contract.

12. **Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser(s) Initials: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_**

13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.  
**Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands: (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.**

Purchaser(s): (type or print names & sign)

Purchaser(s) Address:

Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) Phone No:

Date Purchaser(s) Signed Contract:

Seller: Secretary of Housing and Urban Development By: (type name & title, & sign)

Date Contract Accepted by HUD:

X

**Certification of Broker:** The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code)	Broker's EIN or SSN: (include hyphens)	SAMS NAID:
	Signature of Broker: X	Broker's Phone No:

Type or print the name and phone number of sales person:

**This section for HUD use only.** Broker notified of:  
 Acceptance  Back-Up No. \_\_\_\_\_  
 Rejection  Return Earnest Money Deposit

Authorizing Signature & Date:

X

## Conditions of Sale

- A. All assessments, including improvement assessments which are available for payment without interest or penalty for advance payment, taxes, rent, and ground rent, if any, shall be prorated as of the closing date.
- B. Seller makes no representations or warranties concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of this contract. Purchaser understands that regardless of whether the property is being financed with an FHA-insured mortgage, Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unusable. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in a condition acceptable to it, of laws, regulations and ordinances affecting the property, and agrees to accept the property in the condition existing on the date of this contract. It is important for Purchaser to have a home inspection performed on the property in order to identify any possible defects. If FHA insured financing is used, up to \$200 of the cost to perform the inspection may be financed into the mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."**
- C. If financing is involved in this transaction (Item 4), Purchaser agrees that should he/she/it fail to provide documentation indicating that proper loan application was made in good faith within 10 calendar days of the date this contract was accepted by Seller, and/or thereafter otherwise to put forth good faith efforts to obtain necessary financing, Seller shall have the option of rescinding this contract and retaining all or a portion of Purchaser's earnest money deposit.
- D. Seller may rescind this contract and return all or a portion of Purchaser's earnest money deposit under the following conditions:
1. Seller has not acquired the property.
  2. Seller is unable or unwilling to remove valid objections to the title prior to closing.
  3. Seller determines that purchaser is not an acceptable borrower.
- Tender of the deposit shall release the Seller from any and all claims arising from this transaction.
- E. Purchaser may not perform repairs nor take possession of the property until sale is closed. Risk of loss or damage is assumed by Seller until sale is closed, unless Purchaser takes possession of the property prior thereto, in which case State law shall apply. (1) If sale involves FHA insured financing and after damage the property no longer meets the intent of Minimum Property Standards (MPS), Seller may, at its option, perform repairs or cancel the contract and return Purchaser's full earnest money deposit. If, after damage, the property still meets the intent of MPS, Purchaser has the option of accepting the property as-is, with a purchase price adjustment at Seller's sole discretion, or cancelling the contract and receiving refund of full earnest money deposit. (2) If sale does not involve FHA insured financing, Seller will not repair damage but may, at Seller's sole discretion, reduce the sale price. Purchaser has option to cancel the contract and receive refund of full earnest money deposit. Tender of the earnest money shall release Seller from any claims arising from this transaction.
- F. If this property is being offered with FHA insured mortgage financing available, Seller's acceptance of this contract constitutes a commitment to insure, conditioned upon Purchaser being determined by Seller or Direct Endorsement Underwriter to be an acceptable borrower and further conditioned upon Seller's authority to insure the mortgage at the time the sale is closed.
- G. Purchaser understands that Seller's listing price is Seller's estimate of current fair market value.**
- H. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I. Purchaser and Seller agree that this contract shall be binding upon their respective heirs, executors, administrators, successors or assigns but is assignable only by written consent of the Seller.
- J. If this property was constructed prior to 1978, Seller has inspected for defective paint surfaces (defined as cracking, scaling, chipping, peeling or loose paint on all interior and exterior surfaces). Seller's inspection found no defective paint surfaces, or if defective paint surfaces were found, Seller has treated or will treat such defective surfaces in a manner prescribed by Seller prior to closing. **Purchaser understands and agrees that the Seller's inspection and/or treatment is not intended to, nor does it guarantee or warrant that all lead-based paint and all potential lead-based paint hazards have been eliminated from this property.** Purchaser acknowledges that he/she/it has received a copy of a pamphlet which discusses lead-based paint hazards and has signed, on or before the date of this contract, the Lead-Based Paint Addendum to Sales Contract - Property Built Before 1978. Purchaser understands that the Lead-Based Paint Addendum must be signed by all Purchasers and forwarded to Seller *with* this contract. Contracts which are not in conformance with these requirements will not be accepted by Seller.
- K. The effective date of this contract is the date it is accepted (signed) by the Seller.
- L. If the amount stated in Item 5 exceeds actual and typical financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) due Seller.
- M. Seller's policies and requirements with regard to earnest money (including forfeiture thereof), extensions of time in which to close the sale, back-up offers, and allowable financing and/or closing costs are detailed in instructions issued to selling brokers.
- N. Seller makes no representations or guarantees that the property will, in the future, be eligible for FHA insured mortgage financing, regardless of its condition or the repairs which may be made.
- O. Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. (18 U.S.C. 1010, 3559; 3571)**
- P. This contract contains the final and entire agreement between Purchaser and Seller and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this contract.

Case #

### Electronic Filing of 9548 Contract Addendum

Purchaser(s) and Broker have elected to use the electronic 9548 contract downloaded form in the submission of their bid \_\_\_\_\_ (confirmation number) for case # \_\_\_\_\_.

By doing so, all parties to this agreement certify, warrant, and represent that no information and/or content of the 9548 contract has been altered in any manner. They further certify, warrant, and represent that this is a true and accurate copy of the 9548 contract.

The broker and purchaser(s) further agree that (i) they read and understand their responsibilities, as stated in the "Conditions of Sale," which is a part of the HUD-9548 Sales Contract and (ii) no contract or binding agreement exists unless and until a written HUD-9548 Sales Contract, executed by the U.S. Department of Housing and Urban Development is returned to purchaser.

The broker and purchaser(s) knowingly execute this addendum with full understanding that "falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years (18 U.S. C. 1010, 3559, 3571)."

#### CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify to the best of their knowledge it is true and accurate, and that they agree to all of the terms and provisions hereof.

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

\_\_\_\_\_  
Print Name (Purchaser)

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

\_\_\_\_\_  
Print Name (Purchaser)

\_\_\_\_\_  
Broker/Agent \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name (Broker/Agent)



**U.S. Department of Housing and Urban Development  
Office of Housing  
Federal Housing Commissioner**

**Single Family Acquired Asset  
Management System (SAMS)  
Buyer Select Closing Agent**

For properties identified for the "Buyer Select" closing agent program, the buyer will chose their own Escrow / Settlement Company. HUD will not pay the escrow fee. The purchaser will be the responsible for any and all closing fees. **Amounts listed on line 5 may be applied toward closing fees. Please note Line 9 of the HUD-9548 Sales Contract must contain the name of the buyer selected closing agent listed on this form.**

***TO ENSURE ACCURACY OF YOUR DOCUMENT, PLEASE UTILIZE THE FILLABLE FORMAT BELOW  
\_HANDWRITTEN DOCUMENTS WILL NOT BE ACCEPTED\_.***

I/We authorize \_\_\_\_\_ to release a copy of the sales contract and all applicable addenda/amendments for the following property to the closing agent/escrow company listed on this form.

FHA Case Number \_\_\_\_\_

Property Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Buyers Name \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_\_\_ Phone Number \_\_\_\_\_

Selling Broker Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Listing Broker Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**TITLE COMPANY / CLOSING AGENT / ESCROW COMPANY INFORMATION**

Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Primary Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Secondary Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address: \_\_\_\_\_

Has this closing/escrow company previously registered with HUD? YES  NO

If yes, please enter Title ID# \_\_\_\_\_

**If no, attach a copy of Closing/Escrow Company's State license, evidence of Errors and Omissions insurance, and evidence of appropriate fidelity bonding currently in place. .**

Purchaser's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Selling Agent's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**As the closing agent/company identified above, we agree that no release, whether written or oral, will be required from the buyer or any other entity prior to forwarding the earnest money to the Department of Housing and Urban Development \_HUD\_ or their authorized agent should the earnest money is determined as forfeited in part or whole, and such determination is provided in writing by HUD or their designated representatives in accordance with HUD's Earnest Money Policy which the purchaser has signed.**

Closing Company Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

For Agency Use Only:			
Processed By _____	Date: _____	APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>

# Closing Instructions And Certification



The following are **general** instructions and may not provide all disclosures for sales under special programs or circumstances. The selected closing entity must read this certification thoroughly and acknowledge prior to the contract being executed for the specified property.

HUD CASE NUMBER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

BUYER'S NAME: \_\_\_\_\_

As settlement/title company/agent, you must adhere to the following closing instructions to close this sale between the US Department of Housing and Urban Development (HUD) and the buyer identified on the attached executed sales contract. If you are unable to perform these tasks within the required time frame (as defined on line 9 of the HUD Form 9548), please notify the buyer's Real Estate agent immediately.

As the settlement agent/title company, you must meet all **applicable** local and state standards as well as those required by HUD. (See "Standards for Acceptable Closing Companies" contained in this document)

You must close this sale for only the buyer(s) identified on the executed sales contract, or amendment/addendum which has been executed by the buyers and SAGE ACQUISITIONS.

**EARNEST MONEY:** SAGE ACQUISITIONS will **NOT** include the earnest money with the fully executed sales contract. The earnest money will be delivered within (2) business days of receiving the executed sales contract from the Listing Broker. If you do not receive the EM please notify SAGE ACQUISITIONS by the (3<sup>rd</sup>) third day.

**REAL ESTATE TAXES:** Real estate taxes for the current year shall be pro-rated **to** the date of closing. HUD will only pay for taxes currently due and will not pay or reimburse any party after closing if real estate taxes are reassessed by local government.

**HOMEOWNER ASSOCIATION (HOA) FEES/DUES:** HUD will pay for HOA fees/ dues pro-rated from the date of HUD's ownership **to** the date of closing. HUD will only pay for HOA fees/dues that are the legal responsibility of HUD during its ownership in accordance with State Statutes .

**RENTAL MONIES:** You will be provided special instructions from SAGE ACQUISITIONS in case the property is being purchased by a HUD approved tenant.

**SPECIAL PROGRAMS:** HUD has a number of special programs, including the Good Neighbor Next Door (GNND) Sales program, in which the buyer receives a discount off the purchase price, as indicated on the executed sales contract.

Further, some sales such as those under GNND require a second Note and Deed of Trust/ Mortgage and/or a Land Use Restriction Addendum. If applicable to this sale, special instructions for the completion of those documents are attached or will be supplied by SAGE ACQUISITIONS.

For properties covered by an Asset Control Area (ACA) Agreement, SAGE ACQUISITIONS will provide additional closing instructions.

**CLOSING COSTS:** HUD will pay up to the amount on Line 5 of the executed sales contract towards reasonable and customary closing costs and the amount shall be annotated on the HUD 1 in accordance with RESPA. Any unused portion will be credited to HUD's proceeds.

**Closing Agent Fee:** The purchaser is responsible for any and all closing fees up to the maximum allowed per State Law and Regulatory requirements. The buyer may apply amounts listed on line 5 of the sales contract for payment of closing fees.

Recording fees for the Special Warranty/Grant Deeds transferring ownership from HUD to the buyer as stated on the executed sales contract, for the second Note/ Deed of Trust, if required for special HUD programs, and for special addendums, if required, such as Land Use Restriction Addendum, are the expense of the buyer. This expense may be covered from funds on Line 5 of the executed sales contract. If the buyer did not request funds on line 5, the amount to cover the cost of recording shall be collected from the buyer at closing. The recording of the Deed may not be relinquished to any other party.

**EXTENSION FEES:** All requests for extensions must be submitted to SAGE ACQUISITIONS for review and are not guaranteed. Fees will be made payable to HUD. Requests must include the appropriate extension request form, lender documentation or proof of funds and fee. There are instances in which a free extension may be granted. Additional information and instruction will be provided after contract execution.

**HUD-1 PREPARATION:** You must accurately prepare the Preliminary HUD-1 or Settlement Statement and provide it to SAGE ACQUISITIONS five (5) business days in advance of the scheduled closing date for their review, approval, and return prior to closing. This can be accomplished electronically.

**DEED PREPARATION:** You must prepare a Special Warranty or Grant Deed (where applicable) and provide it to SAGE ACQUISITIONS at least three (3) business days prior to the scheduled closing. **The Deed can be sent to SAGE ACQUISITIONS electronically.** SAGE ACQUISITIONS will execute, notarize, and return an original Deed via two-day delivery.



**WIRE PROCEEDS:** You must wire HUD's proceeds to the US Treasury via FEDWIRE the day of but not later than the next available banking day after closing, ensuring the amount matches that of the executed HUD-1. SAGE ACQUISITIONS will provide specific wiring instructions, including the form to be used. **The case number shown on the sales contract package MUST be included on the wire for the funds to properly post.**

**DEED RECORDING:** You must ensure the deed is delivered for recording to the appropriate county recorder's office no later than one (1) business day after closing.

**NOTIFICATION OF CLOSING:** You must notify SAGE ACQUISITIONS via email on the day the closing has or has not occurred.

**CLOSING PACKAGE:** You must deliver a complete closing package to SAGE ACQUISITIONS not more than two (2) business days after the closing is completed. At a minimum, the post-closing package shall include the following:

- Final HUD-1 and the HUD 1 Certification;
- Copy of the wire of proceeds transfer confirmation;
- Evidence that the deed was delivered for recording;
- Copy of any invoice HUD paid at closing;
- Copy of disbursement log, accounting for all incoming and outgoing funds related to this transaction.

Additional information and instruction on a complete final package will be provided by SAGE ACQUISITIONS after contract execution.

**CANCELLED SALE:** If a sale is canceled and not immediately rescheduled, the deed must be returned to SAGE ACQUISITIONS within two (2) business days of the original scheduled closing date. If the sale does not close on the scheduled date, notify SAGE ACQUISITIONS immediately via email as to the date the closing is rescheduled or if it has been canceled.

If the sale has not been rescheduled or is canceled, the Closing Company shall scan the original of the signed deed, marked VOID in large letters across the front, and electronically deliver it to SAGE ACQUISITIONS no later than the second business day after a closing is cancelled. The original document will then be mailed to SAGE ACQUISITIONS that same day, along with the earnest money deposit and extension fees that are in your possession.

**FORFEITED EARNEST MONEY:** Comply with the earnest money forfeiture policy that was signed by the buyer(s) and is part of the executed sales contract package. Earnest money forfeitures are to be sent to SAGE ACQUISITIONS, payable to HUD, within 3 business days of the earnest money disposition issued by SAGE ACQUISITIONS or expiration of the contract whichever shall occur first.

HUD, nor SAGE ACQUISITIONS, will be responsible for paying a cancellation fee, if the sale does not close and the contract is cancelled, regardless of reason. Cancellation fees may not be deducted from the earnest money or any other funds held by the closing agent.

## **STANDARDS FOR ACCEPTABLE CLOSING COMPANIES**

**Buyer Selected Closing Companies (BSCC)** must certify that they meet the following standards:

1. A BSCC must be an attorney, title company, or escrow company. In addition, any BSCC must meet all requirements of state and local laws for the applicable entity type (e.g., if the property is in a state that bans attorneys from conducting a closing, an attorney may not be used as a BSCC).
  - a. **Use of attorneys** - An attorney or law firm may act as a BSCC, provided that they are duly licensed to practice law in the state where the property is located and state law allows an attorney to facilitate Real Estate closings.
  - b. **Use of title companies** - A title company may act as a BSCC, provided that they are duly licensed to do business in the state where the property is located, and are regulated by the State Insurance Commission, or similar regulatory agency recognized by the State.
  - c. **Use of Escrow Company** - An escrow company may act as a BSCC, provided that they are duly licensed to do business in the State where the property is located and meet all state legal and regulatory requirements as a recognized and registered escrow company.
2. **Insurance and Closing Protection Letter requirement** - Any BSCC must be covered by Errors and Omissions Insurance of at least \$1,000,000. Title companies shall provide a Closing Protection Letter (CPL) when required to insure against any improper handling of HUD's proceeds or deed.
3. **Conflict of Interest** - A BSCC who has, or whose immediate family member, or business associates have, a financial interest in the property shall not be involved in the closing process. Financial interest includes having an equity, creditor, lender, or debtor interest in any corporation, trust, or partnership with a financial interest in the property.

4. **Debarment or suspension** - No attorney, Title Company, Escrow Company, or BSCC, currently debarred, suspended, or otherwise excluded from participating in HUD transactions or federal programs, may participate in any aspect of the closing or title clearance process.
5. **Non-Discrimination** - No BSCC, employee, or person or entity otherwise authorized to act for a BSCC agent may act in violation of Title VIII of the Civil Rights Act of 1968 (the "Fair Housing Act" Title VIII or Public Law 90-284) or Executive Order 11063. BSCC's, their employees, and any person or entity otherwise authorized to act on behalf of a BSCC shall (1) refrain from discrimination on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, marital status, national origin, age or handicap; (2) instruct their staffs in the policies of nondiscrimination and all applicable local, State, and Federal fair housing and non-discrimination laws.
6. **Failure to Abide by HUD's Closing Instruction** – Failure to adhere to HUD requirements or guidance may result in sanctions including, but not limited to civil money penalties or administrative action against any person, part, company, form, or business.
7. I fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts, and/or standards as applicable under the provisions of Title 18, United States Code, and Section 1001, etseq.

# Closing Instructions And Certification



I, the undersigned, for myself and any business entity I represent, certify that I have read this document and can and will perform all the duties and tasks required by the terms of this document, and comply with all of the laws, regulations and standards specified in this document. I further understand and will comply with these instructions and requirements and any subsequently provided written instructions provided by HUD directly or SAGE ACQUISITIONS, for the sales transaction named on the attached executed Sales Contract, and understand that my failure to comply with such instructions and requirements and/or perform such duties and tasks may subject me to sanctions, administrative actions, or civil money penalties.

Signature: \_\_\_\_\_  Date: \_\_\_\_\_

Printed Name with Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Email: \_\_\_\_\_

State License # \_\_\_\_\_ HUD Title ID (If known) # \_\_\_\_\_

HUD CASE NUMBER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

BUYER'S NAME: \_\_\_\_\_

**Acknowledgement and certification of this document MUST be submitted with the sales contract or there will be a delay in execution. Once the contract has been executed, additional training information will be provided, including designated email addresses for SAGE ACQUISITIONS.**

HUD Case Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

All properties are expected to close within **45** days from the date Sage Acquisitions executes the sales contract. Extending escrow beyond the 45 day period disclosed by Sage Acquisitions on the Notice of Contract Acceptance is initiated by the Purchaser filling out the Extension Request Form located under the FORMS link located on our website: [www.sageacq.com](http://www.sageacq.com).

### Requests for contract extensions

Sage Acquisitions will review extensions of time upon receipt of written request. Extensions of time to close the sale are entirely within Sage Acquisitions and/or HUD's discretion. An extension, if granted, will be under the following conditions:

1. All extensions must be received no later than five days prior to the expiration of contract (please read carefully):
  - a. All documentation must be submitted directly to Sage Acquisitions.
  - b. Requests for free extensions may be submitted via email to our office under specific circumstances:
    - i. Delays attributed to a seller delay (asset manager clearing title issue, HOA resolution, Utility or other concerns related to a delay due to a HUD contractor) will receive a free extension.
2. The documentation submitted with the request must establish the cause of delay and verification of underwriting approval and loan status. All lender letters must contain the signature of the loan officer or underwriter.
3. Extension fees are only granted in increments of 15 days. The cost of the extension, when charged, is based on the contract sales price (line 3) and submitted at the time of request (unless it meets the qualifications as outlined above). Fees for extensions are as follows:

Contract Sales Price	Extension Fee
\$25,000 or less	\$150 (\$10 per day)
\$25,001 to \$50,000	\$225 (\$15 per day)
\$50,001 or more	\$375 (\$25 per day)

4. Extension fees shall be retained by Seller if a closing does not occur.
5. At time of closing, unused extension fees will be prorated to the Purchaser and refunded by escrow.
6. The granting of one extension *shall not* obligate the Seller to grant additional extensions and the Seller shall declare a Default for the Purchaser's failure to close the sale upon the expiration of the original closing period or upon expiration of the extension.

INITIAL HERE

## Seller Disclosure

Buyer's  
Initials

Seller makes no representations or warranties concerning the condition of the property, including but not limited to mechanical system, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of this contract. Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, mold, or any other condition that may render the property uninhabitable or otherwise unusable. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in a condition acceptable to it, of laws, regulations and ordinances affecting the property and agrees to accept the property in the condition existing on the date of this contract. Seller disclosure concerning HOA dues, Mello Roos taxes, assessments, or any tax concerning HUD homes is based on available information but not deemed complete or accurate. It is the responsibility of the Buyer to obtain all information concerning these issues.

INITIAL HERE

## Walk-Thru Inspection

Buyer's  
Initials

All Purchasers are strongly encouraged to perform a walk-through inspection PRIOR to the close of escrow. If a Purchaser discovers a property condition that did not exist at the time of sale they must immediately notify HUD's Asset Manager, Sage Acquisitions of the damage. Reporting of the damage does not guarantee the correction of the problem that has been discovered. Each case will be looked at and a determination will be made as to whether the damage will be repaired or proper credits given at the close of escrow, if those repairs or credits are deemed in the best interest of the Dept. of HUD. The buyer assumes full responsibility for the property and its condition on the date of close of escrow. The Department assumes NO responsibility and will make no settlement for damages reported to HUD after the close of escrow. (See item # 13.E of HUD Sales Contract).

SIGN HERE

Purchaser (signature)

Date

SIGN HERE

Purchaser (signature)

Date

# Requirements For Prequalification Letter Or Proof Of Funds (Cash Closing)



A prequalification letter or proof of funds (for cash purchase) must be submitted with all Sales Contract packages. Any offer received without the Pre-Qualification letter will be rejected and the backup bidder will be contacted. Below are the guidelines for submitting acceptable documents to Sage Acquisitions.

**Prequalification Letter** (required on contracts being submitted with FHA or conventional financing):

- Must be printed on the Lender's letterhead
- Must have Property Address
- Must have Purchaser's Name
- Must be dated within 30 days of the bid acceptance date
- Must confirm the type of financing the Purchaser has applied for
- Must confirm the amount the Purchaser has been approved for
- Must confirm the Purchaser's credit has been obtained and reviewed
- Approved loan amount must meet or exceed the gross purchase price

**Proof of "cash" funds available** (required on contracts being submitted for cash purchase):

- Copy of bank statement verifying funds are available
- Account number may be "blacked out" on bank statements or other related documents
- Purchaser's name must be on the statement, regardless of document type
- Statement must be dated within 30 days of bid acceptance date
- Available account balance must meet or be greater than the gross purchase price

LAND USE RESTRICTION ADDENDUM

This addendum is incorporated into, and made part of, the FHA Sales Contract for the property located at

\_\_\_\_\_

executed this same day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (Purchaser)  
and the Secretary of the United States Department of Housing and Urban Development (Seller).

- I. Unless an exception is granted in writing by the Seller in an FHA approved Affordable Housing Plan, the Purchaser shall utilize the property to expand affordable housing opportunities by:
  - A. Completing needed repairs to bring the property in compliance with local housing code followed by resale, lease, or lease purchase only to a person who intends to occupy the property as his or her principal residence and whose income is at or below 115 percent of the median income in the area, when adjusted for family size, or State, government entity, tribe, or agency thereof.
  - B. If sold, the Purchaser shall resell the property for an amount not in excess of 110 percent of the Net Development Cost. Net Development Cost is the total HUD-allowable costs to purchase, rehabilitate, and resell the property.
  - C. The property may not be occupied by or resold to any of the Purchaser's officers, directors, elected or appointed officials, employees, or business associates, either during their tenure or for one year thereafter, or to any individual who is related by blood, marriage, or law to any of the above.
  - D. There may be no conflict of interest with individuals or firms that may provide acquisition or rehabilitation funding; management, sales or rehabilitation services; or other services associated with the property.

II. Purchaser must provide periodic reports, in the format and frequency specified by HUD regarding the disposition of the property subject to this Addendum.

III. This Addendum survives the expiration, if any, by operation of law or otherwise, of the FHA Sales Contract, and shall terminate five years from the date contained herein.

\_\_\_\_\_

Purchaser	Witness
-----------	---------

\_\_\_\_\_

Secretary of Housing and Urban Development	Witness
--	---------

By: \_\_\_\_\_  
(Type Name and Sign)



**Radon Gas and Mold Notice  
and Release Agreement**

**U.S. Department of Housing  
and Urban Development**  
Office of Housing  
Federal Housing Commissioner

Property Case #: \_\_\_\_\_  
Property address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT  
RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE  
SERIOUS HEALTH PROBLEMS.**

Purchaser acknowledges and accepts that the HUD-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Housing and Urban Development, his/her officers, employees, agents, successors and assigns (the "Seller") and SAGE ACQUISITIONS,, an independent management and marketing contractor ("M & M Contractor") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or M & M Contractor or otherwise made available to Purchaser by the Seller or M & M Contractor.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.


Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or M & M Contractor's failure to provide information regarding the presence or effects of any radon or mold found on the Property.


Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, M & M Contractor, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or M & M Contractor resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this \_\_\_\_\_.

\_\_\_\_\_  
  
Purchaser's Signature

\_\_\_\_\_  
  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Printed Name

\_\_\_\_\_  
Purchaser's Printed Name

# CAUTION

U.S. Department of  
Housing and Urban  
Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538 (exp. 04/30/2018)

FHA Case No: \_\_\_\_\_

## For Your Protection: Get a Home Inspection

### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.

Decide early. You may be able to make your contract contingent on the results of the inspection.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.

CAUTION

CAUTION



BUYER INITIALS \_\_\_\_\_

INITIAL HERE

BUYER INITIALS \_\_\_\_\_

INITIAL HERE

HUD-92564-CN (6/14)



# CAUTION

Property Case #: \_\_\_\_\_

Property Address: \_\_\_\_\_

## Buyer and Selling Agent Acknowledgment

**(Initial all blanks and sign at the bottom)**

INITIAL HERE

\_\_\_\_\_  
Buyer      Agent

1. Buyers are not allowed inside any structures (those which must be accessed by a HUD key) of any HUD owned property without being accompanied by a NAID-registered Real Estate Broker as their representative.

INITIAL HERE

\_\_\_\_\_  
Buyer      Agent

2. When ordering utility activation, Purchaser and Agent agree not to attempt activation without prior written authorization. The utility request form must be signed by both the Purchaser and Agent and returned to the FSM for authorization.

INITIAL HERE

\_\_\_\_\_  
Buyer      Agent

3. All expenses associated with the activation of the utilities and testing of the systems shall be at the expense of the Purchaser. Approval to activate utilities does not remove any liability of damages done to the property by the Purchaser and/or Sales Agent.

INITIAL HERE

\_\_\_\_\_  
Buyer      Agent

4. The Purchaser, Sales Agent, or their responsible designee must be present at the time of the utility activation and must confirm that all water valves are closed prior to activation. The Purchaser, Sales Agent, or their responsible designees are also responsible for de-winterizing the property.

INITIAL HERE

\_\_\_\_\_  
Buyer      Agent

5. Per HUD-9548, Conditions of Sale; Buyers are not allowed to repair, modify, or make improvements of a HUD owned property until they have closed on the property.

**Refer to assigned FSM's website for fees and schedules.**

SIGN HERE

\_\_\_\_\_  
Purchaser (signature)

\_\_\_\_\_  
Date

N/A

\_\_\_\_\_  
Selling Agent (signature)

\_\_\_\_\_  
Date

**LEAD-BASED PAINT DISCLOSURE ADDENDUM**

**SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**Property Case #:** \_\_\_\_\_  
**Property Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


**Lead Warning Statement**


Every Purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the HUD’s possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

**Inspection Contingency**

Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date the contract is accepted by HUD, to conduct at the Purchaser’s expense, an independent lead-based paint inspection, visual assessment for deteriorated paint, or risk assessment. The Purchaser may withdraw from the contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser’s notice of withdrawal). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor, and the Purchaser provides HUD with a copy of the inspection report.

**Financing Type (Selling Broker to initial applicable clause)**

\_\_\_\_\_  
 **No FHA Financing of Property Constructed Prior to 1978:** The purchase of this property is not being financed with an FHA insured loan. The Purchaser has an inspection contingency that expires 15 days from the date of the Purchaser’s signature below. The property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead or lead-based paint hazards.

\_\_\_\_\_  
 **Any FHA Insured Financing Except 203(k):** This property is being sold subject to FHA insured financing under any program other than a 203(k) Rehabilitation Mortgage. Upon contract execution the HUD will procure a lead-based paint inspection and will deliver the inspection report to the Selling Broker by overnight delivery service along with a

paint stabilization plan and cost estimate if deteriorated lead-based paint is found and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate.

If deteriorated lead-based paint was identified in the Report, HUD will only perform stabilization if the cost estimate is \$4000.00 or less. If the cost estimate is greater than \$4000.00, HUD at its sole discretion may: (1) cancel the sales contract, or (2) allow the purchaser to amend the contract financing to FHA 203k or conventional. In the event that HUD cancels the sale, the purchaser will be entitled to a 100% refund of earnest money.

If the cost estimate is \$4000.00 or less and the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to HUD of the intention to withdraw. Written notification must be postmarked by the latest of fifteen (15) calendar days from the date the contract is accepted by HUD or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, HUD will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

INITIAL HERE

**FHA 203(k) Financing:** This property is being sold subject to a 203(k) Rehabilitation Mortgage. Upon contract execution HUD will procure a lead-based paint inspection and will deliver the Report to the Purchaser by overnight delivery service along with a lead-based paint stabilization plan, if deteriorated lead-based paint is found, and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below, or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, the Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

**Purchaser Acknowledgement (initial)**

INITIAL HERE

\_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

INITIAL HERE

\_\_\_\_\_ Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Selling Broker Acknowledgement (initial)**

n/a Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C. 4852d.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

today's date

**SIGN HERE**

\_\_\_\_\_ (Purchaser) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Co-Purchaser) \_\_\_\_\_, 20\_\_ (date)

n/a \_\_\_\_\_ (Selling Broker) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Seller) \_\_\_\_\_, 20\_\_ (date)

**Upon notification of bid award, the following must be completed within 2 business days:**

1. Complete sales contract package, along with a **copy** of the earnest money delivered to the designated SAGE ACQUISITIONS office (address shown in the chart below).
2. The original earnest money funds delivered directly to the listing broker assigned to the property.

***Not following these instructions may result in the cancellation of the awarded bid.***

HUD REGION	STATES WITHIN EACH HOC REGION	MAILING ADDRESS
<b>Atlanta HOC</b>	Area 4A – Indiana and Kentucky  Area 7A – Georgia  Area 8A – Florida, Puerto Rico, and US Virgin Islands	7000 Central Parkway, Suite 800 Atlanta, GA 30328
<b>Denver HOC</b>	Area 1D - Colorado, New Mexico, N. Texas, Utah	4500 Cherry Creek South Drive, Suite 410 Glendale, CO 80246
<b>Philadelphia HOC</b>	Area 1P – Michigan  Area 3P – Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont  Area 4P – Ohio  Area 5P - Delaware, DC, Maryland, Pennsylvania, West Virginia, Virginia	1515 Market Street, Suite 1800 Philadelphia, PA 19102