



**NICHOLLS**  
Auction Marketing Group  
PREMIER SERVICE SINCE 1968



**WILSON**  
AUCTION COMPANY Inc  
“Assets to Cash”

## **2BR/1BA Home on 1+/- Acre in Tazewell, VA**

### **Online Only Real Estate Auction**

**Bidding begins ending on Wed., December 6 at 1 pm**

**105 Mason Drive, Tazewell, VA 24651**

**For information contact: Tony Wilson, Auction Coordinator – (540) 748-1359**

### **Nicholls Auction Marketing Group**

**Corporate Office: (888) 357-2814**

**Offices through out Virginia to meet your needs**

VAAF #729

**On the web at: [www.nichollsauction.com](http://www.nichollsauction.com)**

**Contact us by E-mail at: [info@nichollsauction.com](mailto:info@nichollsauction.com)**

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#### ***Why use Nicholls Auction Marketing Group to sell your property?***

Nicholls Auction Marketing Group has set and maintained an overall sales ratio in excess of 95% since 1980. Our standards for conducting an auction are simply higher, and the marketplace has responded, allowing us to be the leader in getting properties sold and closed. For property owners who are serious about selling—who wish to maximize their returns while reducing the time, risk and frustration of trying to sell through a traditional approach—our customized individual owner services are a perfect fit.

Nicholls Auction Marketing Group will customize and execute a results oriented auction marketing campaign that maximizes exposure and creates active competition for the purchase of your property. This results not only in full and current market value, but also preserves opportunities for greatest price, while limiting risk of lower price. Individual sellers also benefit from the convenience of controlled viewings, standardized terms and conditions of sale, and a known sale and closing date.

Our 40+ years experience is broad-based allowing us to bring together the necessary resources for a successful sale of practically any type of real, as well as personal property. For more information please go to [nichollsauction.com](http://nichollsauction.com) and allow us the privilege to add your name to our growing lists of satisfied clients.

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Nicholls Auction Marketing Group

*Premier Service Since 1968*



**NICHOLLS**  
Auction Marketing Group  
PREMIER SERVICE SINCE 1968



**WILSON**  
AUCTION COMPANY Inc  
"Assets to Cash"

**Property Location**

**105 Mason Drive  
Tazewell, VA 24651**

**Description**

ONLINE ONLY BIDDING!! 2 BR/1 BA brick home w/basement on 1+/- acre. Online Only Bidding Closes on Wednesday, December 6 @ 1:00pm Eastern--Bid NOW!! Only \$10,000 Suggested Starting Bid!!

This Property Will be Offered via ONLINE ONLY AUCTION. Please bid early and often and understand that bidding begins to close on Wednesday, December 6, 2017 @ 1:00pm Eastern.

- BID NOW!!
- Solid 2 BR/1 BA brick home w/unfinished basement on 1+/- acre (1,288 +/- sf above grade & 644 +/- sf basement)
- Kitchen opens up into the dining room; living room w/fireplace; unfinished basement; attic
- New plumbing and new carpet!
- Attached carport
- Carpet flooring w/hardwood underneath
- Covered front porch; enclosed back porch; patio in rear of home
- Oil furnace and wood heat; electric water heater
- Water supply from shared spring. Purchaser will be responsible for 1/3 of the cost (electric, upkeep & maintenance), or dig your own well.
- NOTE: This property is located on "Back of the Dragon," and may be a great investment to use as lodging for tourist & visitors.
- Tax Map: 131-A-0110; Alternate APN: 4728; County Use: SFR Suburban/Dwelling; Home built in 1952
- Only \$10,000 Suggested Starting Bid!!

**Auction Date & Time**

**Online Only Auction.** Please bid early and often and understand that bidding begins to close on Wednesday, December 6, 2017 at 1pm.

**Property Inspection**

Tuesday, November 28 at 1 pm Sharp. Please contact Tony Wilson for more information (540) 748-1359.

**Earnest Money**

**\$5,000 deposit is due immediately after confirmation of final bid. Deposit must be in the form of a cashier's check or certified check or wire transfer (from a US bank/financial institution).**

**Closing**

Closing is to take place on or before 30 days from date of auction. Buyer acknowledges that time is of the essence.

**Financing**

Need Financing for this home? Contact Tony Wilson for financing information (540) 748-1359.

**Realtor Acknowledgment**

Although not required, if a buyer has been working with a real estate agent, the real estate agent must complete the realtor representation acknowledgment form. In order for the real estate agent to be compensated, realtor representation acknowledgment forms must be completed and submitted no later than 5 pm (Eastern) on 12/5/17, and all terms adhered to.

**Auctioneers Note**

All information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

**Can't Attend?**

Can't attend the auction, but still want to bid? No problem! Download our app in the Apple App Store, Google Play Store, or use your web browser to register and bid during the live auction.

**Notes**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

## **Terms & Conditions**

TERMS: Thank you for your interest in this property. Contact Tony Wilson if you need additional information (540-748-1359).

This online auction is a cash sale not contingent on or subject to financing, appraisal, survey, study period or inspections of any kind, as agreed to by bidders at registration prior to bidding, and specified in the Offer to Purchase and Contract. Property is sold in as-is condition with no warranties or guarantees of any kind.

Per the contract, "TIME IS OF THE ESSENCE," and you should proceed to closing immediately. You must close the transaction on or before 30 days from close of online auction and seller confirmation.

If your closing is delayed for any reason, by you, as purchaser, or other parties working on your behalf, including any lender you involve – you may be declared in breach of the contract, forfeit all deposits made, and could be additionally liable for any and all court costs, any price difference in a subsequent resale of the property, and all future auction costs incurred by the seller and Nicholls Auction Marketing Group, Inc.

Bid with confidence, but please do not delay your closing!

### **Terms & Conditions**

Contract for Sale of Real Property: This property is offered under the specific terms provided in the contract. The Contract for Sale of Real Property is available at [www.nichollsauction.com](http://www.nichollsauction.com) in the property information packet package located from within the "DOCUMENTS" section. Please read and review the contract thoroughly prior to bidding on any property. If you have not read and reviewed the Contract for Sale of Real Property, Do Not Bid!

Nicholls Auction Marketing Group, Inc. has the sole authority to resolve any bidding disputes as they may arise.

Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Nicholls Auction Marketing Group, Inc. will reject the registration, and bidding activity will be terminated.

Online Terms: At the close of the auction, and seller confirmation, the successful bidder will be emailed the contract package to execute and return to Nicholls Auction Marketing Group, Inc. The successful bidder will deposit \$5,000 in the form of cashier's check (United States Bank) or wire transfer to Nicholls Auction Marketing Group, Inc. The entirety of the remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees.

Buyer's Premium: A 10% buyer's premium (\$5,000 minimum) will be added to the final bid price to determine the total contract price. 10% Buyer's Premium Example: Bid Price: \$100,000 Plus 10% Buyer's Premium: \$10,000 Total Contract Price: \$110,000

Contracts: Contract Packages will be sent by e-mail to the high bidder, who must execute and email, fax or overnight mail back to Nicholls Auction Marketing Group, Inc., within 24 hours of receipt. If the successful bidder does not execute and return their contract with earnest money deposit within 24 hours of receipt they will be considered in default and subject to legal action. This is a legal binding contract.

**Auction Administrative Fee:** In the event a winning bidder fails to submit the signed 'Contract for Sale of Real Property' and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$5,000.00 on the credit card provided at auction registration. Additional default remedies are reserved by Nicholls Auction Marketing Group, Inc., and the Seller as provided in the Auction Terms & Conditions and the 'Contract of Purchase'. All administrative fees are non refundable.

**Closing:** Time being of the essence, these sales shall be closed on or before 30 days from close and confirmation of online auction. The purchaser will pay for all closing costs associated with the transaction.

**Agency Disclosure:** In all transactions, the auctioneer is acting as agent for the seller, not as buyer's agent. Nicholls Auction Marketing Group, Inc. reserves the right to remove or cancel the bids and or bidding rights and privileges of any party, deemed not to be in the best interest of the seller, at any time. At auctions with reserve, the seller and/or auctioneer reserves the right to bid.

**Disclaimer:** All information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete.

Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold 'AS IS' with any and all faults. Please review all information supplied, and seek appropriate assistance prior to bidding.

**Realtor Representation:** Pre-approved (no later than 5 pm (Eastern) 12/5/17) realtor representation is compensated. Real estate agent must fill out and submit realtor representation form by time stated above and adhere to all rules in order to be compensated.

**Technical Issues:** Neither the company providing the software nor the auction company shall be held responsible for a missed bid or the failure of the software to function properly for any reason. The online bidding will begin to close on Wednesday, December 6, 2017 @ 1:00pm (Eastern Time). If there is bidding in the last few minutes before the auction closes, extended bidding will commence. If there are no bids within 2-3 minutes, the auction will end. This procedure prohibits any last second 'sniping' from taking place. In the unfortunate event of a DDOS attack or server attack/shut down, the auction company reserves the right, but is not required, to change the bid closing deadline. Please contact Tim Peters/Bid Wrangler @ 844-296-8727 if you need assistance with the online bidding platform.

## Realtor Representation Acknowledgment Terms

**Auction Date:** \_\_\_\_\_

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

A commission of 20% of the 10% Buyer's Premium charged or 20% of any negotiated commission will be paid to any properly licensed real estate agent/broker whose Buyer/Bidder is the successful purchaser for this property, and who actually closes and pays the total Contract Price and Closing Costs for the property. It is understood and agreed that the real estate agent's commission structure will be based on the stated terms and conditions of sale.

**To earn the foregoing commission:**

Participating real estate agent must register his/her buyer/bidder by filling out the realtor representation acknowledgment form in full on the Nicholls Auction Marketing Group website and must file the registration form electronically from the website or e-mail it to Nicholls Auction Marketing Group to be received no later than 5:00 pm Eastern, the day prior to the auction. Commission is contingent upon, and will only be paid if the realtor representation acknowledgment form is received by Nicholls Auction Marketing Group no later than 5:00 pm Eastern on the day prior to the auction and all terms are adhered to, no exceptions. Send form to: Nicholls Auction Marketing Group, 40 Carriage Hill Lane, Fredericksburg, VA 22407. E-mail: [info@nichollsauction.com](mailto:info@nichollsauction.com).

Real estate agent agrees that real estate agent will not claim any exceptions to the foregoing procedures.

Real estate agent agrees that no oral registration will qualify real estate agent for commission, and no representation acknowledgment forms will be accepted or valid unless received on or before 5 pm Eastern the day prior to the auction.

Real estate agent agrees that if the commission is reduced due to negotiations, the commission to the broker shall be 20% of total commission earned.

Real estate agent agrees that real estate agent's commission will be due upon closing of the purchase by his/her buyer/bidder with all consideration paid in full.

Real estate agent must accompany his/her buyer/bidder to the auction.

Real estate agent shall not be entitled to said commission on account of any sale to an entity of which (or any affiliate of which) the real estate agent is a principal, employee, or affiliate or immediate family member.

Real estate agent agrees that he/she shall hold harmless and indemnify Nicholls Auction Marketing Group, including its reasonable attorney's fees, from any and all claims with regard to such commission.

Real estate agent must attach a copy of these terms, executed by the real estate agent below, with each registration.

I agree to the terms set forth herein.

Real estate agent signature: \_\_\_\_\_ Date: \_\_\_\_\_

Real estate agent printed name: \_\_\_\_\_

Broker/Agent Initials: \_\_\_\_\_

## Realtor Representation Acknowledgment Form

DATE: \_\_\_\_\_

REMIT TO: Nicholls Auction Marketing Group, 40 Carriage Hill Ln., Fredericksburg, VA 22407.  
E-mail: info@nichollsauktion.com

Name of real estate agent: \_\_\_\_\_

Name of company: \_\_\_\_\_

Phone number & E-mail address: \_\_\_\_\_

Address of auction property: \_\_\_\_\_

Name of bidder and contact Info.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real estate agent signature: \_\_\_\_\_ Date: \_\_\_\_\_

Real estate license no.: \_\_\_\_\_

Bidder's signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Buyer/Bidder acknowledges that he/she understands the Realtor Representation Acknowledgment Terms, and if buyer/bidder is the successful purchaser at the auction and successfully closes the transaction, said agent/broker will receive a commission from the sale. Commission is contingent upon, and will only be paid if the Realtor Representation Acknowledgment Form is received by Nicholls Auction Marketing Group no later than 5 pm Eastern on the day prior to the auction and all terms adhered to.

**ALL REALTOR REPRESENTATION ACKNOWLEDGMENT FORMS  
MUST BE RECEIVED NO LATER THAN 5:00 PM (EASTERN)  
THE DAY PRIOR TO THE AUCTION!**

40 Carriage Hill Lane  
Fredericksburg, VA 22407  
www.nichollsauktion.com  
info@nichollsauktion.com



Phone: 540-898-0971  
Fax: 540-301-5883  
Toll Free: 888-357-2814

REAL ESTATE CONTRACT OF PURCHASE

THIS CONTRACT of purchase made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_

(hereinafter called "Seller"), and \_\_\_\_\_

(hereinafter called "Purchaser"), and Nicholls Auction Marketing Group, Inc., a Virginia corporation (hereinafter called "Auctioneer").

That, for and in consideration of the hereinafter contained mutual promises other good and valuable consideration, the parties do hereby agree as follows:

- 1. **REAL PROPERTY:** Seller shall sell and convey and Purchaser shall purchase all that certain Real Estate (hereinafter the "Real Estate") with all rights and privileges thereto appurtenant and all buildings and improvements thereon situate, lying and being in \_\_\_\_\_ Magisterial District, \_\_\_\_\_, Virginia, more particularly described as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2. **CONDITION OF PROPERTY:** Specifically, Purchaser acknowledges that the property is sold "AS IS, with all FAULTS" and that the Purchaser has conducted any and all investigations, inspections and any other due diligence Purchaser deems appropriate. Purchaser therefore acknowledges that the Purchaser accepts the property "AS IS" unless other written arrangements have been made with the Seller and Auctioneer. \_\_\_\_\_ Initial
- 3. **PURCHASE PRICE:** The purchase price of the Real Estate is \$ \_\_\_\_\_  
+ \$ \_\_\_\_\_ (Buyers Premium) = \$ \_\_\_\_\_  
as determined by public auction by Auctioneer held of even date herewith, **PAYABLE IN CASH ON OR BEFORE** \_\_\_\_\_.
- 4. **DEPOSIT:** Purchaser has paid a deposit (hereinafter "the deposit") to Auctioneer in the amount of \$ \_\_\_\_\_ with the signing of this contract, which represents \_\_\_\_\_ percent (\_\_\_\_\_% ) of the purchase price. The deposit shall be held in escrow in a non-interest bearing account by Auctioneer and then applied to the purchase price at settlement less Auctioneer's commission and all costs and expenses of sale. In the event Purchaser breaches this Contract, the deposit shall be paid to Seller, less Auctioneer's commission and all costs and expenses of sale, but such payment shall not preclude any other remedies available to Seller for such breach. If this Contract is not consummated and dispute exists between Seller and Purchaser, the deposit shall be held in escrow by the Auctioneer until Seller and Purchaser have agreed to the disposition thereof, or a court of competent jurisdiction orders disbursement. \_\_\_\_\_
- 5. **AUCTIONEER'S COMMISSION / BUYERS PREMIUM:** Auctioneer shall be paid from the deposit a commission of \_\_\_\_\_ percent (\_\_\_\_\_% ) of the purchase price or \$ \_\_\_\_\_ plus all costs and expenses of sale.
- 6. **SETTLEMENT AND POSSESSION:** Settlement shall be made at \_\_\_\_\_  
on or before \_\_\_\_\_ days from the date hereof. Possession shall be given at settlement, unless otherwise agreed in writing by the parties hereto. TIME IS OF THE ESSENCE. \_\_\_\_\_ Initial
- 7. **DEFAULT:** Seller and Purchaser agree that Auctioneer was the sole procuring cause of this Contract of Purchase. If either Seller or Purchaser defaults under this Contract of Purchase, such defaulting party shall be liable for the commission of Auctioneer and for any expenses incurred by the nondefaulting party and by Auctioneer, such expenses including their respective attorney's fee, advertising expenses, and labor, if any, in connection with this transaction and the enforcement of such Contract.
- 8. **RESIDENTIAL PROPERTY DISCLAIMER:** The Virginia Residential Property Disclosure Act (Section 55-517 through 55-525 of the Code of Virginia) requires Seller of a certain residential property to furnish the Purchaser a property disclosure statement in a form provided by the Real Estate Board. This Real Estate is sold and is to be conveyed in AS IS CONDITION.
- 9. **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** Seller represents that the Property (check as applicable) is \_\_\_\_\_  
is not \_\_\_\_\_ located within a development which is subject to the Virginia Property Owners' Association Act (Section 55-508 et seq. of the Code of Virginia). If the Property is within such a development, the Act requires Seller to obtain from the property owners' association an association disclosure packet and provide it to Purchaser. Purchaser may cancel this contract within three (3) days after receiving the packet or being notified that the association disclosure packet will not be available. The right to receive the association disclosure packet and the right to cancel this contract are waived conclusively if not exercised before settlement.
- 10. **FEES:** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided) survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Purchaser, Purchaser's legal fees and any other proper charges assessed to Purchaser will be paid by Purchaser. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording, Transfer and Grantor's Taxes are covered in the appropriate jurisdiction addenda).
- 11. **TITLE:** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of \_\_\_\_\_ warranty and free of all liens, defect and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not render the title unmarketable. If a defect is \_\_\_\_\_ Initial



found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after notice of such defect is given to Seller, Seller shall be considered in default and this Contract may be terminated by either the Seller or the Purchaser. In such event, Seller shall be responsible for payment to the Auctioneer of its commission and all costs and expenses of said sale, and the deposit shall be returned to the Purchaser.

12. **LAND USE ASSESSMENT:** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Purchaser shall pay any rollback taxes assessed.
13. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of damage to the Property before Settlement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to the Purchaser any sums received as a result of such loss or damage
14. **MECHANIC'S LIEN NOTIFICATION NOTICE:** Virginia law (Va. Code Ann Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated  
  
AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.
15. **ASSIGNABILITY:** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.
16. **GOVERNING LAW:** This agreement is made in the Commonwealth of Virginia and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.
17. **SEVERABILITY:** If any provisions herein shall be legally unenforceable or in the event that a Court of competent jurisdiction shall deem any of the provisions contained in this contract invalid or unenforceable, they shall be deemed severed from the other provisions of this contract, and the remaining provisions shall, nevertheless, be valid and enforceable and continue in full force and effect. The invalidity or the unenforceability of any particular provision of this contract shall not effect the other provisions hereof and the contract shall be construed in all respects as though such invalid or unenforceable provisions were omitted.
18. **ENTIRE AGREEMENT:** This contract contains the entire understanding between the parties with reference to the matters contained herein, and there are no terms, conditions, warranties, or representations other than those contained herein and no amendments hereto are valid unless made in writing and signed by both of the parties hereto.
19. **NOTICES:** All notices and other communications hereunder in connection herewith shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and first-class postage prepaid to the following addresses:

Seller: \_\_\_\_\_

Purchaser: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

20. **CONTRACT BINDING:** Except as herein otherwise provided to the contrary, this agreement shall be binding upon and inure to the benefit of the parties signatory hereto, their personal representatives, successors and assigns.      \_\_\_\_\_ Initial      \_\_\_\_\_ Initial
21. **SUCCESSORS AND ASSIGNS:** No party shall assign or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract.
22. **EXCLUSIVE BENEFIT:** Nothing under this contract shall be construed to give any rights or benefits in this contract to anyone other than the parties hereto, and all duties and responsibilities undertaken pursuant to this contract will be for the sole and exclusive benefit of the parties hereto and not for the benefit of any other party.
23. **PRIOR AGREEMENTS:** This contract supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof.
24. **NO GUARANTEE:** Neither Auctioneer nor any agent or representative of Auctioneer guarantees or warrants any bid amount, offer or selling price for the Property. The Parties agree that no appraisal of value made for the Property has any relevance to the bid amount, offer amount or selling price that may be realized in the auction or otherwise during this Agreement.
25. **DISPUTES:** Any dispute between the Auctioneer or the Seller or the Purchaser will be dealt with through arbitration in Spotsylvania County Virginia as the sole and exclusive venue.
26. **FULL UNDERSTANDING:** The parties hereto declare and acknowledge that each has read and fully understands the terms set forth in this Contract.

WITNESS the following signatures and seals:

<b>AUCTIONEER:</b>	<b>SELLER:</b>	<b>PURCHASER:</b>
NICHOLLS AUCTION	_____ (SEAL), indiv.	_____ (SEAL), indiv.
MARKETING GROUP INC.,	_____ (SEAL), indiv.	_____ (SEAL), indiv.
a Virginia corporation	_____ (SEAL), indiv.	_____ (SEAL), indiv.
By: _____	_____ (SEAL), indiv.	_____ (SEAL), indiv.
Title: _____	<b>CORPORATION:</b>	<b>CORPORATION:</b>
<b>SELLER'S ATTORNEY:</b>	_____ Corporate Name	_____ Corporate Name
_____	By: _____	By: _____
_____	Title: _____	Title: _____
Phone _____	Telephone: _____	Telephone: _____
Email _____	Email: _____	Cell: _____
		Alternate Telephone: _____
		Email: _____

40 Carriage Hill Lane  
Fredericksburg, VA 22407  
www.nichollsauktion.com  
info@nichollsauktion.com



Phone: 540-898-0971  
Fax: 540-301-5883  
Toll Free: 888-357-2814

**ADDENDUM TO  
REAL ESTATE CONTRACT OF PURCHASE**

REFERENCE IS HEREBY MADE to the Real Estate Contract of Purchase dated \_\_\_\_\_, between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Seller”) and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Buyer”) and

Nicholls Auction Marketing Group Inc., a Virginia corporation, (“Auctioneer”) regarding the sale of property located at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

All parties acknowledge that they are bound by the terms, conditions, representations and statements contained in the Property Information Packet associated with the above-referenced property.

Specifically, Buyer acknowledges that the property is sold “AS IS, with all FAULTS” and that the Buyer has conducted any and all investigations, inspections and any other due diligence Buyer deems appropriate. Buyer therefore acknowledges that the Buyer accepts the property “AS IS” unless other written arrangements have been made with the Seller and Nicholls Auction Marketing Group.

Buyer and Seller also acknowledge that they have read, understand and will comply with the attached TERMS & CONDITIONS contained in the Property Information Packet.

\_\_\_\_\_

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Nicholls Auction Marketing Group Date

## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

### ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

PROPERTY ADDRESS/  
LEGAL DESCRIPTION: \_\_\_\_\_

The purchaser is advised to consult the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** webpage ([http://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above.

**The owner(s) hereby provides notification** as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55-523, further acknowledges having been informed of the rights and obligations under the Act.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The purchaser(s) hereby acknowledges receipt of notification** of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55-523, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# SALE: DISCLOSURE AND ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

For the sale of the Property at: \_\_\_\_\_

## Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 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 real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## Seller's Disclosure (Initial)

- \_\_\_\_\_/\_\_\_\_\_  
☐ (a) Presence of lead-based paint and/or lead-based paint hazard (check one below):  
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
\_\_\_\_\_/\_\_\_\_\_  
☐ (b) Records and Reports available to the seller (check one below):  
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Purchaser's Acknowledgment (Initial)

- \_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
☐ (c) Purchaser has received and had an opportunity to review copies of all information listed above.  
☐ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.  
☐ (e) Purchaser has (check one below):  
☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or  
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Sales Associates' Acknowledgments (Initial)

- \_\_\_\_\_/\_\_\_\_\_  
☐ (f) Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller of the Seller's obligations under this law as evidenced by Seller and Purchaser having completed this form.

## Certification of Accuracy

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

SELLER:

PURCHASER:

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature of Listing Associate

\_\_\_\_\_/\_\_\_\_\_  
Date Signature of Selling Associate



REALTOR®  
NVAR - K1034

RE/MAX Super Center, 8117 Kings Hwy. King George, VA 22485  
Joseph Cleveland

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