

# **“Selling Government-owned Properties”**

**(MD Course #034-2634-F)**

**(DC Course #PC9920)**



**Dias Real Estate Academy**

**8222 Schultz Road, Suite #206**

**Clinton, Maryland 20735**

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**[www.diastraining.net](http://www.diastraining.net)**



## HUD Home Store Frequently Asked Questions (FAQs): Real Estate Agents

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- 1. How do I bid on a property?** To submit a bid go to [www.HUDHomestore.com](http://www.HUDHomestore.com), search properties, when you find a property you would like to place a bid on, click the HUD Registered Bidder tab in the lower right hand corner and follow the instructions.
- 2. How do I access a HUD Home for sale?** Contact the Listing Broker to schedule a showing appointment.
- 3. What is a NAID number?** A name and address identification (NAID) number is used by HUD to track the payee of HUD funds.
- 4. How do I obtain a NAID number?** Submit a SAMS 1111 form which can be found on [www.HUDHomestore.com](http://www.HUDHomestore.com) under the NAID Registration link.
- 5. How do I register my real estate brokerage firm to bid on HUD properties?** The necessary forms and application information are available the on [www.HUDHomestore.com](http://www.HUDHomestore.com).
- 6. What is a Field Service Manager?** The Field Service Manager (FSM) is the HUD contractor responsible for property maintenance and preservation services such as: inspecting the property, securing the property, performing cosmetic enhancements/repairs, and providing ongoing maintenance.
- 7. What is an Asset Manager?** The Asset Manager (AM) is the HUD contractor responsible for marketing and managing HUD-owned properties.
- 8. How will I know who the Asset Manager is for a particular property?** The Asset Manager for each property is identified in the property listing on [www.HUDHomestore.com](http://www.HUDHomestore.com).
- 9. How much commission compensation will I receive?** The selling agent and the listing agent may receive up to 3% commission based on the sales price of the property.
- 10. How do I notify HUD of a safety hazard on a property?** Please contact the Field Service Manager, the Asset Manager or the Listing Broker for the property. The contact information for the Field Service Manager, Asset Manager, or Listing Broker may be located by visiting

[www.HUDHomestore.com](http://www.HUDHomestore.com) and searching for the property by street address. There is also a Notice posted on each HUD home that provides a telephone number to call regarding issues with the property; usually this is a toll-free number.

11. **How can I locate a home in a particular area (e.g. by zip code or state)?** You may conduct a search by visiting [www.HUDHomestore.com](http://www.HUDHomestore.com).
12. **Do owner-occupants have a priority in bidding?** Yes, there is an initial owner-occupant period set aside at the beginning of the bid process.
13. **What is the Good Neighbor Next Door (GNND) program?** The good neighbor next door program allows teachers, police officers, fire fighters and EMS personnel to purchase HUD properties that are located in a revitalization area for a 50% discount if they live in the property for 36 months. More information is available online:  
<http://www.hud.gov/offices/hsg/sfh/reo/goodn/gnndabot.cfm>.
14. **Can I have the property reappraised and lower the price of the home?** In accordance with Mortgagee Letter 2010-08, a second appraisal may not be ordered simply to support a purchase price that is higher than the value on the current appraisal. A second appraisal can only be ordered to support a higher sales price if there are material deficiencies with the current appraisal. In such an instance, the Direct Endorsement underwriter is responsible for documenting and determining that material deficiencies exist with respect to the current appraisal. The property price cannot be lowered, but there are provisions in ML 2010-08 to support a higher price on a second appraisal as outlined above.
15. **When can the buyer complete a professional home inspection on the property?**  
After a contract is accepted and signed by HUD, the buyer has a 15 day time frame to complete a professional home inspection to determine if there are any substantial property deficiencies not disclosed to the buyer through the Property Condition Report. The buyer is also strongly encouraged to do a Pre-Closing inspection as close as possible to the day of closing to determine if the property is in the same condition as it was when it went under contract. Once a property is closed, HUD will not make any settlement for damages or repairs.

## Notice to Brokers: Zero Tolerance Policy

All names and Identification numbers entered on the initial bid submission must be correct and spelled as they legally appear on the Driver's License, Social Security Card, or any other official means of identification (i.e. Licenses, Articles of Incorporation, or Correspondence received from the IRS).

All the information on the initial bid submission must match the 9548 Sales Contract. If any names or identification numbers for individuals or business entities are entered incorrectly on the accepted bid, or if corrections are needed to complete the contract that are not received by the deadline provided, Ofori on behalf of HUD can deny your contract. In light of this policy, we strongly recommend that you, the broker, view or obtain a copy of the buyer(s) Drivers License, Social Security Card, or any other official identification needed to confirm the identity of the bidder prior to submitting the initial bid and completing the sales contract.

\* All sales contract corrections must be received within 2 business days. Failure to comply with this timeframe will result in non-acceptance of your contract.



HUD Homestore  
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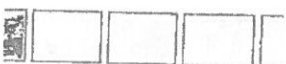
Home HUD News Resources NAID Application Find a Broker Property Contacts Bid Results Help

### Case Number: 241-903495

[Print Property Flyer](#) | [Back to Property Search](#)

**\* Eligible Bidders:** Owner Occupants, Nonprofits, and Government Agencies only  
**Bid Submission Deadline:** 2/9/2015 11:59:59 PM CT  
**Bid Submission Time Remaining:** 8 Days 9 Hours 26 Minutes

Availability of home is subject to the Asset Manager accepting a bid from an earlier bid period or removing the home from the market.   
New bid-opening procedure for bids submitted on Friday, Saturday, Sunday, or Federal holidays.



#### Property Information

**Address:** 1624 Mckean Ave  
Baltimore, MD, 21217  
Baltimore City County  
**Bed/Bath:** 3/1.00  
**Total Rooms:** 6  
**Square Feet:** 1113  
**Year:** 1920  
**Property Design:**  
**Parking:** None  
**HOA Fees:** \$0.00  
**Revitalization Area:** Yes

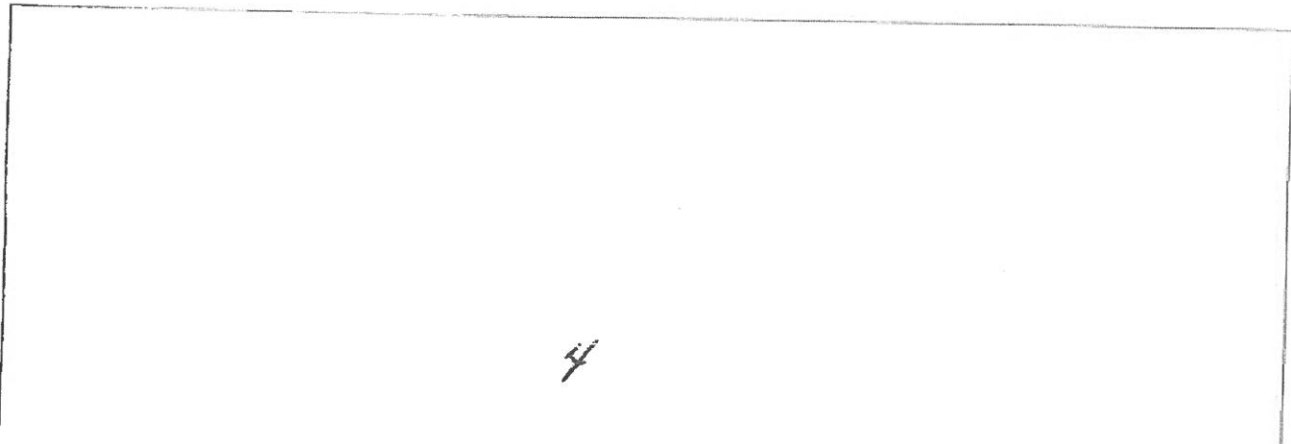
#### Listing Information

**List Date:** 01/24/2015  
**Listing Period:** Exclusive  
**Period Deadline:** 2/14/2015 11:59:59 PM CT  
**List Price:** \$25,000.00  
**FHA Financing:** IE (Insured Escrow)  
**203K Eligible:** Yes  
\*Subject to an FHA appraisal  
Buyer selects Closing Agent/Firm.

#### Forms

- Disclosure/Repair Escrow Information
- EPA Form Protect Your Family From Lead In Your Home
- Flood Zone Addendum (if applicable)
- LBP Addendum
- Property Condition Report
- Sales Contract Forms Instructions And Checklist (updated 1/27/15)
- LBP Important Notice
- Important Notice Updated 10/01/13

#### Maps and Directions



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**From Address:**

**To Address:** 1624 Mckean Ave Baltimore, MD, 21217 Baltimore City County

Listed below are the contacts for the various parties responsible for this home. The Asset Manager is the HUD contractor responsible for the sale of the property. The Listing Broker was hired by the Asset Manager to assist with the marketing of the home. The Field Service Manager is responsible for maintaining the property.

**Asset Manager**

**Company Name:** MATT MARTIN REAL ESTATE MANAGE  
**Contact Name:** Customer Service Center  
**Address:** 535 Pennsylvania Ave Suite 350  
Ft. Washington PA 19034  
**Phone Number:** (888) 632-4484  
**Fax Number:** (267) 460-6066  
**Email:** mmremphilly@mmrem.com  
**Website:** www.mmrem.com/hud/home.aspx  
**Additional Comments:**

**Listing Broker**

**Company Name:** CENTURY 21 DOWNTOWN  
**Contact Name:** Gina Gargeu  
**Address:** 1010 Light St  
Baltimore MD 21230  
**Phone Number:** (410) 547-1116  
**Fax Number:** (410) 547-5532  
**Email:** ggargeu@yahoo.com

**Field Service Manager**

**Company Name:** A2Z FIELD SERVICES  
**Contact Name:** Paul Moe  
**Address:** 5747 Perimeter Dr Suite 250  
Dublin OH 43017  
**Phone Number:** (614) 495-5970  
**Fax Number:** (614) 210-1046  
**Email:** a2z2p@a2zfs.com  
**Website:**  
**Additional Comments:** FOR URGENT PROPERTY SITUATIONS OR EMERGENCIES PLEASE CALL THE OFFICE NUMBER 614-

First Time  
**BUYER?**



HUD registered  
**BIDDER?**



**Resources**

[Current Sales Incentives](#)  
[HUD Help](#)  
[How to Buy a HUD Home](#)  
[HUD Terms And Acronyms](#)

[Real Estate Glossary](#)  
[HUD-Approved Lenders](#)  
[Lead Hazard Information](#)  
[Fair Housing Information](#)

**HUD Information**

[Events and Training](#)  
[HUD News](#)  
[HUD Communities](#)  
[Real Estate Statistics & Research](#)  
[Settlement Costs & Helpful Information](#)  
[Rehabilitation Loans \(203K\)](#)

**HUD Special Programs**

[Nonprofit Organizations](#)  
[Good Neighbor Next Door](#)  
[Dorset Homes](#)  
[NSP First Look](#)

**Agency Information**

[HUD Information](#)  
[FHA Information](#)  
[FHA Resources](#)  
[REQ Information](#)

**General**

[Accessibility](#)  
[Contact Info](#)  
[Privacy Policy](#)  
[Recovery.gov](#)  
[Busque Información en Español](#)  
[Site Map](#)

hwf121-kvbf1214



USA.gov



Case Number: 241-903495  
 Current Step: 2-Appraisal Complete  
 Step Date: 01/20/2015  
 HOC: Philadelphia

Contract Area: 2P  
 Address: 1624 MCKEAN AVE  
 City, St Zip: BALTIMORE, MD 21217-0000

**Property Condition Report**

Item Description/Condition		Item Functionality		Functionality/Test Notes
<b>Cooling/Air-Conditioner:</b> N/A		<b>HVAC tested and functional?:</b>		Gas furnace could not be tested due to inactive gas utility. Electrical components did not work when tested. Professional service is needed. Ductwork was intact.
--Heating/Furnace:	N/A	No		
--HVAC System Duct:	OK			
<b>Electrical Wiring:</b> OK		<b>Electric supply tested and functional?:</b>		Electric utility was active at the time of inspection. Electrical system and circuits were functional.
--Other:	N/A	Yes		
--Other:	N/A			
<b>Stove/Range/Oven:</b> Missing		<b>Built-in appliances tested and functional?:</b>		There were no appliances present.
--Kitchen Cabinets:	OK	N/A		
--Other:	Missing			
<b>Plumbing:</b> Damaged		<b>Water supply tested and functional?:</b>		Internal supply system was tested with an air compressor and FAILED pressure test. There is missing plumbing at the washer hookup and water heater. Professional service is needed. Additional source(s) of leakage in non-visible areas could not be determined. DO NOT ACTIVATE WATER. Property has been fully winterized and main shut-off valve zip-tied.
--Sink:	OK	No		
--Other:	N/A			
<b>Water Heater:</b> N/A		<b>Water heater functional?:</b>		Gas water heater could not be tested due to inactive water and gas utilities. Tank was previously drained.
<b>Sewer/Septic System:</b> OK		<b>Sanitary &amp; plumbing system functional?:</b>		Flush test conducted on drains and traps. No blockage or leakage observed.
--Toilet:	OK	Yes		
--Other:	N/A			
<b>Roof:</b> OK		<b>Roofing in acceptable condition?:</b>		Roof was visually inspected from the ground. No issues observed at the time of inspection. Gutters were intact and free of debris.
--Other:	OK	Yes		

**INSURABILITY: Insurable With Repair Escrow**

**MPR REPAIRS** (Insurability & Cost estimates for any MPR item noted will be determined by the buyer's appraisal) :

Repair furnace-electrical components/wiring

Repair water heater

Replace missing front door

Replace missing vent covers

**NON-MPR REPAIRS:**

Repair deteriorated paint

Replace missing appliances

Remove boards and install window panes at door

Repair damaged/soiled flooring

Remove boards and install cellar door

Install handrails at front steps and walk up steps

Replace missing drop ceiling tiles

**DISCLOSURES:**

**Earnest Money must equal 1% of the sales price, no less than \$500, no more than \$2,000; Vacant Lots require 50% of the offer price**

LBP Addendum attached, Property built prior to 1978

Property Condition Report attached

Inspections recommended: roof, HVAC, electrical and plumbing (kitchen for active leaks)

Evidence of Mold - buyer's responsibility to remediate any and all mold

**\*\*\*Boarded vacant homes on subject block\*\*\***

**\*\*DO NOT ACTIVATE WATER-UNABLE TO DETERMINE ANY ADDITIONAL LEAKS IF ANY\*\***





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### Case Number: 241-770737

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**Eligible Bidders:** All Bidders  
**Bid Submission Deadline:** 2/1/2015 11:59:59 PM CT  
**Bid Submission Time Remaining:** 0 Days 9 Hours 44 Minutes

Availability of home is subject to the Asset Manager accepting a bid from an earlier bid period or removing the home from the market.   
New bid-opening procedure for bids submitted on Friday, Saturday, Sunday, or Federal holidays.



#### Property Information

**Address:** 611 Delaware Ave  
Baltimore, MD, 21221  
Baltimore County  
**Bed/Bath:** 3/2.50  
**Total Rooms:** 7  
**Square Feet:** 1520  
**Year:** 1944  
**Property Design:**  
**Parking:** None  
**HOA Fees:** \$0.00  
**Revitalization Area:** No

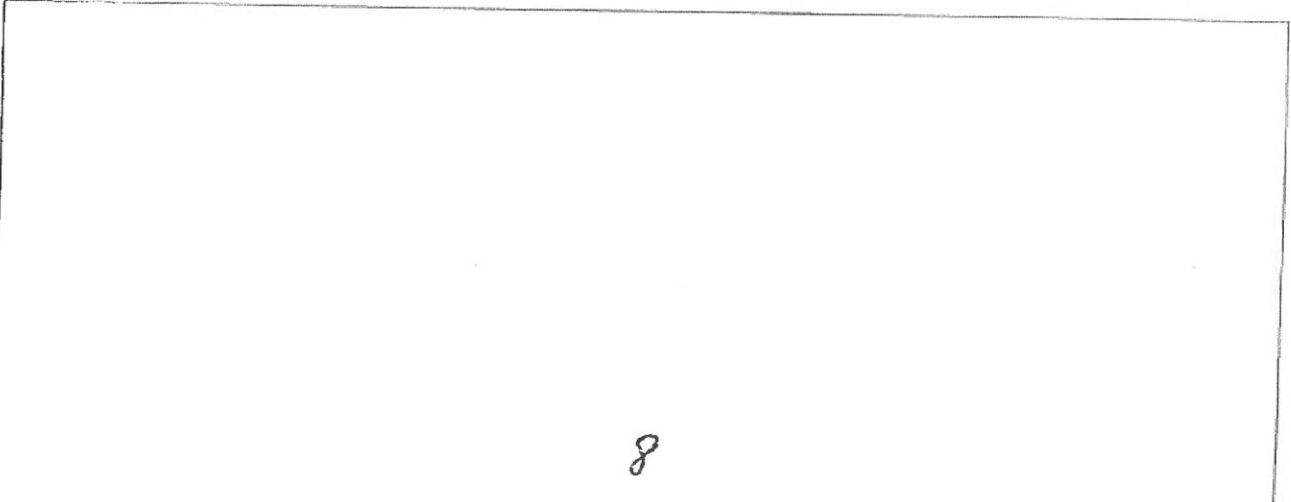
#### Listing Information

**List Date:** 01/23/2015  
**Listing Period:** Extended  
**Period Deadline:** 6/1/2015 11:59:59 PM CT  
**List Price:** \$78,300.00  
**FHA Financing:** UI (Uninsured)  
**203K Eligible:** Yes

Buyer selects Closing Agent/Firm.

- Sales Contract Package
- ECR
- LBP
- SALES AND ESCROW NOTES
- ZERO TOLERANCE POLICY
- Special Programs Addendums
- PCR

#### Maps and Directions



# Information You Can Use



## ONCE THE BID HAS BEEN AWARDED

Upon bid award, an email notification is sent to the selling agent. This email will include a web-link to our forms page where you can print off the most current version of the Sales Contract package and other required forms.

## EARNEST MONEY GUIDELINES

Always ensure Earnest Money is payable as outlined in the Earnest Money Guidelines Form.

Upon bid award notification, Original Earnest Money Check *is to be given* to the Listing Broker.

Upon bid award notification, Original Contract Package is to be sent to Sage Acquisitions with a copy of the Earnest Money Funds

## QUALITY CONTROL

Double check to confirm all documents have been signed and initialed by the buyer and selling agent/broker and completed entirely. Utilizing the fillable contract package provided at [SageAcq.com](http://SageAcq.com) will assist with accuracy.

## SUBMITTING THE SALES CONTRACT

The original sales contract package must be received in the designated Sage Acquisitions office within 2 business days of bid acceptance, utilizing services such as USPS, UPS, Fed-ex, etc. for tracking.

Example: If the bid is awarded on Monday, the contract package must be received in the Sage Acquisitions office before close of business on Wednesday.

HUD REGION & STATES	MAILING ADDRESS
<p style="text-align: center;"><b>Atlanta HOC</b>                      Area 3A – Illinois                      Area 4A – Indiana and Kentucky                      Area 7A – Georgia                      Area 8A – Florida, Puerto Rico, and US Virgin Islands</p>	<p style="text-align: center;">Sage Acquisitions                      Attn: Contract Department                      1850 Parkway Place, Suite 500                      Marietta, Georgia 30067</p>
<p style="text-align: center;"><b>Denver HOC</b>                      Area 1D - Colorado, New Mexico, N. Texas, Utah</p>	<p style="text-align: center;">Sage Acquisitions                      Attn: Contract Department                      4600 S. Ulster Street, Suite 500                      Denver, CO 80237</p>
<p style="text-align: center;"><b>Philadelphia HOC</b>                      Area 1P – Michigan                      Area 4P – Ohio                      Area 5P - Delaware, DC, Maryland, Pennsylvania, West Virginia, and Virginia</p>	<p style="text-align: center;">Sage Acquisitions                      Attn: Contract Department                      1515 Market Street, Suite 1800                      Philadelphia, PA 19102</p>

Visit us at [SageAcq.com](http://SageAcq.com) for more information

# Information You Can Use



## E-SIGNATURE PROCESS

E-signature contracts require the Selling Agent to provide a Proof of Funds/Lender Letter with the Earnest Money (certified funds) to the Listing Broker immediately following notification of bid award. Failure to do so will delay your e-signature contract.

Upon bid award if the E-Signature process may be used:

1. An email will be generated from the HUDHomestore requesting the Selling Agent to verify the accuracy of the information from the bid submitted
2. When completing the E-Signature Final Verification, please be sure to select Verify Purchaser and Verify Title/Buyer Select.
3. Selling Agent to notify all parties (broker, buyer, closing agent) to anticipate an email from DocuSign with a link to the required documents.
  - i. Each signer will receive the contract to be signed consecutively.
4. To avoid cancellation or additional delays, all signatures are expected to be completed within 3 business days following bid award.
5. More information can be found under the forms tab at [www.sageacq.com](http://www.sageacq.com)

## EARNEST MONEY GUIDELINES

Always ensure Earnest Money is payable as outlined in the Earnest Money Guidelines Form. Upon bid award notification, **Original Earnest Money Check is to be given** to the Listing Broker. Note: Contract packages should only be mailed when electronic signatures are not available.

HUD REGION & STATES	MAILING ADDRESS
<p style="text-align: center;"><b>Atlanta HOC</b>                      Area 4A – Indiana and Kentucky                      Area 7A – Georgia                      Area 8A – Florida, Puerto Rico, and US Virgin Islands</p>	<p style="text-align: center;">Sage Acquisitions                      Attn: Contract Department                      1850 Parkway Place, Suite 500                      Marietta, GA 30067</p>
<p style="text-align: center;"><b>Denver HOC</b>                      Area 1D - Colorado, New Mexico,                      N. Texas, Utah</p>	<p style="text-align: center;">Sage Acquisitions                      Attn: Contract Department                      4600 S Ulster Street, Suite 500                      Denver, CO 80237</p>
<p style="text-align: center;"><b>Philadelphia HOC</b>                      Area 1P – Michigan                      Area 4P – Ohio                      Area 5P - Delaware, DC, Maryland,                      Pennsylvania, West Virginia, and Virginia</p>	<p style="text-align: center;">Sage Acquisitions                      Attn: Contract Department                      1515 Market Street, Suite 1800                      Philadelphia, PA 19102</p>

Visit us at [SageAcq.com](http://SageAcq.com) for more information

9-A

# Earnest Money Guidelines



HUD Case #: \_\_\_\_\_

The following are instructions for collecting and submitting the earnest money. The payee and submission of the earnest money will vary based on HOC Area. Please read the instructions carefully to avoid mistakes that may lead to cancellation of the bid award.

**Amount to be submitted with each awarded bid:**

- Owner Occupant and Investors - Purchase price of \$50,000 and under - \$500
- Owner Occupant and Investors - Purchase price of \$50,001 and over - \$1,000\*\*
- Owner Occupant and Investors - Bids submitted on vacant lots require 50% of the list price
- GNND Bidders - 1% of the list price, but no less than \$500 and no more than \$2,000

\*\*Purchasers in the following states: CO, DE, GA, MD, NM, N. TX, PA, UT, VA, Washington DC and WV:  
 Owner Occupant and Investors – Purchase price of \$250,000 and over - \$2,000

**Upon notification of bid award, the following guidelines must be followed:**

- Original earnest money forwarded to the Listing Broker (must be at their office within 2 business days)
- The original sales contract package with a copy of the certified earnest money sent overnight to SAGE ACQUISITIONS

Once SAGE ACQUISITIONS executes the sales contract, the listing broker will deliver the earnest money to the selected closing agent within 2 business days.

**EARNEST MONEY PAYEE - QUICK REFERENCE CHART**

<u>HUD REGION</u>	<u>EARNEST MONEY PAYEE REQUIREMENTS</u>	<u>CERTIFIED FUNDS</u>
Atlanta & Philadelphia HOC	The earnest money must be made payable to the closing company selected by the buyer.	Cashier's Check or Money Order
Denver HOC	The earnest money payee must show both the Closing Company and the name of the buyer <b>separated</b> by the word "OR".  Example: Pay to the order of "ABC Closing Company OR Buyer Name".	Cashier's Check or Money Order

\_\_\_\_\_  
 (Agent's Initials) I certify that I have read the earnest money guidelines for the specific area in which I am submitting this offer and have accurately advised the buyer on the payee and amount of the earnest money. I further certify that I have read and understand the Forfeiture and Extension Policy Addendum and have explained the guidelines to my buyer.

\_\_\_\_\_  
 (Buyer's Initials) I authorize the listing agent to hold the earnest money from the time of bid award until contract execution. I acknowledge this holding period may exceed three days, due to contract processing time. I further certify that I have read and understand the Forfeiture and Extension Policy attached to my contract package.

## HUD Sales Contract Reference Guide

### Owner Occupant Sale

1. HUD 9548 Sales Contract with Conditions of Sale Page
2. Owner Occupant Certification
3. Notice to Purchaser & Acknowledgment
4. Radon Gas and Mold Notice and Release Agreement
5. For Your Protection: Get a Home Inspection
6. Buyer Select Closing Agent (BSCA) Addendum (must include the closing companies State license and Errors & Omissions Insurance if they have not been previously issued a Title ID number)
7. Mortgage Pre-Qualification Letter from a lending institution (if the purchase is to be mortgaged, stating that an in-house credit check has been performed and the purchaser has been pre-qualified for a mortgage up to a specified mortgage amount) or; Certification from a Financial Institution, if the purchase is cash, stating that funds are available on the day of closing.
8. Copy of Earnest Money check (certified funds, cashier's check or money order) made out to the Neighborhood Listing Broker. Original check should be delivered to the Neighborhood Listing Broker.
  - a. Earnest money requirements are \$500 for sales price up to \$50,000 or \$1000 for sales price of \$50,001 or higher. Earnest money on vacant lot is to be equal to 50% of the purchase price.
9. Lead Based Paint Addendum, if built prior to 1978 (these are case specific and available on the HUD Homestore listing and in the SCOVT)

### Investor Sale

1. HUD 9548 Sales Contract with Conditions of Sale Page
2. Notice to Purchaser & Acknowledgment
3. Radon Gas and Mold Notice and Release Agreement
4. For Your Protection: Get a Home Inspection
5. Buyer Select Closing Agent (BSCA) Addendum (must include the closing companies State license and Errors & Omissions Insurance if they have not been previously issued a Title ID number)
6. Mortgage Pre-Qualification Letter from a lending institution (if the purchase is to be mortgaged, stating that an in-house credit check has been performed and the purchaser has been pre-qualified for a mortgage up to a specified mortgage amount) or; Certification from a Financial Institution, if the purchase is cash, stating that funds are available on the day of closing.
7. Copy of Earnest Money check (certified funds, cashier's check or money order) made out to the Neighborhood Listing Broker. Original check should be delivered to the Neighborhood Listing Broker.
  - a. Earnest money requirements are \$500 for sales price up to \$50,000 or \$1000 for sales price of \$50,001 or higher. Earnest money on vacant lot is to be equal to 50% of the purchase price.

8. Evidence of authority to sign for purchasing entities such as LLCs, LTDs, etc. Please provide a copy of the company's Articles of Organization or Operating Agreement; a corporate resolution that authorizes the signer to commit the company to the transaction may also be needed.
9. Lead Based Paint Addendum, if built prior to 1978 (these are case specific and available on the HUD Homestore listing and in the SCOVY)

#### **Good Neighbor Next Door (GNND) Sale**

1. HUD 9548 Sales Contract with Conditions of Sale Page
2. Owner Occupant Certification
3. Notice to Purchaser & Acknowledgment
4. Radon Gas and Mold Notice and Release Agreement
5. For Your Protection: Get a Home Inspection
6. Buyer Select Closing Agent (BSCA) Addendum (must include the closing companies State license and Errors & Omissions Insurance if they have not been previously issued a Title ID number)
7. Mortgage Pre-Qualification Letter from a lending institution (if the purchase is to be mortgaged, stating that an in-house credit check has been performed and the purchaser has been pre-qualified for a mortgage up to a specified mortgage amount) or; Certification from a Financial Institution, if the purchase is cash, stating that funds are available on the day of closing.
8. Copy of Earnest Money check (certified funds, cashier's check or money order) made out to the Neighborhood Listing Broker. Original check should be delivered to the Neighborhood Listing Broker.
  - a. EMD for GNND purchases is 1% of List Price.
9. \*HUD 9549
10. \*HUD 9549-A (Officer), HUD 9549-B (Teacher), or HUD 9549-C (Firefighter/Emergency Responder) depending on purchaser type
11. \*HUD 9549-E
12. Lead Based Paint Addendum, if built prior to 1978 (these are case specific and available on the HUD Homestore listing and in the SCOVY)

### Non Profit/Government Sales

1. HUD 9548 Sales Contract with Conditions of Sale Page
2. Notice to Purchaser & Acknowledgment
3. Radon Gas and Mold Notice and Release Agreement
4. For Your Protection: Get a Home Inspection
5. Buyer Select Closing Agent (BSCA) Addendum (must include the closing companies State license and Errors & Omissions Insurance if they have not been previously issued a Title ID number)
6. Mortgage Pre-Qualification Letter from a lending institution (if the purchase is to be mortgaged, stating that an in-house credit check has been performed and the purchaser has been pre-qualified for a mortgage up to a specified mortgage amount) or; Certification from a Financial Institution, if the purchase is cash, stating that funds are available on the day of closing.
7. Copy of Earnest Money check (certified funds, cashier's check or money order) made out to the Neighborhood Listing Broker. Original check should be delivered to the Neighborhood Listing Broker.
  - a. Earnest money requirements are \$500 for sales price up to \$50,000 or \$1000 for sales price of \$50,001 or higher. Earnest money on vacant lot is to be equal to 50% of the purchase price.
8. Evidence of authority to sign for the purchasing entity.
9. Lead Based Paint Addendum, if built prior to 1978 (these are case specific and available on the HUD Homestore listing and in the SCOVY)

### \$1 Home Sale

1. HUD 9548 Sales Contract with Conditions of Sale Page
2. Notice to Purchaser & Acknowledgment
3. Radon Gas and Mold Notice and Release Agreement
4. For Your Protection: Get a Home Inspection
5. Buyer Select Closing Agent (BSCA) Addendum (must include the closing companies State license and Errors & Omissions Insurance if they have not been previously issued a Title ID number)
6. \*Addendum to HUD Sales Contract - \$1.00 Home Sale to Local Governments Program
7. Evidence of authority to sign for the purchasing entity.
8. Lead Based Paint Addendum, if built prior to 1978 (these are case specific and available on the HUD Homestore listing and in the SCOVY)

\*GNND & \$1 Home Sale Addendums can be found under the attachment titled "Special Programs Addendums"



U.S. Department of Housing and Urban Development  
Philadelphia Homeownership Center

Buyer Select Closing Agent

For properties identified for the "Buyer Select" closing agent program, the buyer will choose their own Settlement Company. The purchaser will be the responsible party 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 \_\_\_\_\_ Phone Number \_\_\_\_\_

Primary 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 be 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"/>



**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. \$ \_\_\_\_\_ 0\*

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 30, 45-60 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or to investor / 45 owner occupant / 60-203k

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: _____

**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: _____		Broker's Phone No: _____
X		

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

<b>This section for HUD use only. Broker notified of:</b> <input type="checkbox"/> Acceptance <input type="checkbox"/> Back-Up No. _____ <input type="checkbox"/> Rejection <input type="checkbox"/> Return Earnest Money Deposit	Authorizing Signature & Date: _____ X
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## 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.

**Addendum to the Sales Contract**  
Property Disposition Program

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

**Warning:** Falsifying information on this or any other form of the Department of Housing and Urban Development is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years.

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**Individual Owner-Occupant Certification**

I/we, \_\_\_\_\_,  
submit this offer to purchase the property located at \_\_\_\_\_

Property address: \_\_\_\_\_  
\_\_\_\_\_

as an owner-occupant purchaser. I/we certify that I/we have not purchased a HUD-owned property within the past 24 months as an owner-occupant. This offer is being submitted with the representation that I/we will occupy the property as my/our primary residence for at least 12 months.

Purchaser's  
Name,  
Signature & Date: \_\_\_\_\_

Purchaser's  
Name,  
Signature & Date: \_\_\_\_\_

---

**Broker Certification**

I certify that I have not knowingly submitted the HUD-9548, Sales Contract, for the above listed property, on behalf of an investor purchaser. I further certify that I have discussed the penalties for false certification with the purchaser(s).

Broker's  
Name,  
Signature & Date: \_\_\_\_\_

**NOTICE TO PURCHASER ADDENDUM TO SALES CONTRACT**

*This addendum must be completed and accompany each written sales offer when the offered amount exceeds the appraised value at the time the offer is submitted*

**Property Address:**

.....  
Street City State Zip Code

**FHA Case #:** .....

I (we) understand that HUD's appraised value for the above-mentioned property is: .....\$ \_\_\_\_\_

I am (we are) submitting the offer (line 3 of the Sales Contract) in the amount of .....\$ \_\_\_\_\_  
with the full knowledge and understanding that it exceeds the appraised value.

HUD will provide to the Purchaser, at no charge, one copy of the appraisal report to apply for a mortgage loan. If, for any reason, the Purchaser's lender requires a new or updated appraisal report, the costs of that report will be the responsibility of the Purchaser. However, the lender for a Purchaser obtaining any type of FHA insured financing, except a 203 (k) rehabilitation mortgage, must use the HUD provided HUD provided appraisal report unless the report is more than six (6) months old from the date the Sales Contract is executed.

**Purchaser's Signature:** ..... **Date:** .....

**Purchaser's Signature:** ..... **Date:** .....

**Selling Broker's Signature:** ..... **Date:** .....

**NOTICE TO PURCHASER AND ACKNOWLEDGEMENT**

***This NOTICE must be completed and accompany each written sales offer at the time the offer is submitted.***

**Property Address:**

.....  
Street City State Zip Code

**FHA Case #:** .....

**Closing Time Frame:**

All purchasers must close within the timeframe specified on Line 9 of the sales contract based on the Contract Acceptance Date. The Contract Acceptance Date refers to the date of Seller's ratification of the Sales Contract. **Failure by the Selling Broker or Selling Agent to file a proper extension with Ofori & Associates, PC prior to the expiration of the Sales Contract, as set by Line 9 of the Sales Contract or any approved extensions thereof, will result in cancellation of the Sales Contract.** Further, the Selling Broker, Agent, and/or Purchaser understand and accept that an extension must be filed for any contract that is due to expire, regardless of reason. Should the Selling broker, Agent, and/or Purchaser refuse or fail to fulfill the contractual obligations, HUD reserves the right to retain all or a portion of the Purchaser's deposit as liquidated damages.

**Closing Extension Policy:**

Ofori & Associates, PC, as HUD's Representative, may grant an extension of closing time and, if approved, extensions will be granted for a period of fifteen (15) days. The "Request for Extension of Closing Date" and all the required supporting documents must be submitted to Ofori & Associates, PC no later than forty eight (48) hours prior to the expiration of the Sales Contract. Documentation must be submitted with the extension request and must establish that closing can reasonably be expected to occur within the extension time period.

The extension request must be accompanied by a cashier's check, money order or other certified funds in the appropriate amount and made payable to HUD. Wire transfers are not permitted and will not be accepted. The fee is based on the Contract Sales Price:

Contract Sales Price equal to or less than \$25,000..... Extension fee is \$150 total (\$10.00 per day)  
Contract Sales Price of \$25,001 to \$50,000 ..... Extension fee is \$225 total (\$15.00 per day)  
Contract Sales Price over \$50,000 ..... Extension fee is \$375 total (\$25.00 per day)

HUD will retain the extension fee if the sale fails to close. In the event that the Purchaser closes prior to the end of the extension period, the unused, prorated portion of the extension fee will be credited to the purchaser at closing.

The initial fifteen (15) day extension will be provided for owner occupant purchasers at no cost, if documentation is provided indicating that proper and timely loan application was made, that the delay of closing is not the fault of the Purchaser and that mortgage approval is imminent.

The submission of an extension request along with the required fees does not automatically obligate the Seller to accept the extension. Acceptance is entirely at the Sellers discretion after review of the documentation that has been submitted. An approval of an extension request does not obligate the Seller to grant future extensions.

**Earnest Money Deposits:**

All bids received during the Exclusive or Extended Listing Periods, or GNND bidders during the lottery, must be backed by earnest money in the form of certified funds (Cashiers Check, Official Bank Check, or Money Order only) and will be retained by Ofori's Neighborhood Listing Broker, where applicable.

**Earnest Money Forfeiture and/or Return:**

The following provisions are applicable in all instances except those where HUD is unable or unwilling to close the sale, in which case the entire amount will be returned.

**Investor Purchasers:**

**Uninsured Sales:** 100% of the deposit will be forfeited to HUD for failure to close regardless of the reason.

**Insured Sales:** 50% of the deposit will be forfeited to HUD for failure to close if the purchaser is determined by HUD to be an unacceptable buyer.

100% of the deposit will be forfeited to HUD if the sale fails to close for any other reason.

**Owner-Occupant Purchasers**

**Return 100% of the deposit when:**

- There has been a death in the immediate family (purchaser, spouse or children living in the same household).
- There has been a recent serious illness in the immediate family that has resulted in significant medical expenses or substantial loss of income, thus adversely, affecting the purchaser's financial ability to close the sale.
- There has been a loss of job by one of the primary breadwinners, or a substantial loss of income through no fault of the purchaser.
- For an FHA insured sale, HUD (or a D.E. underwriter) determines that the purchaser is not an acceptable borrower.
- For an uninsured sale, the purchaser was pre-approved for mortgage financing in an appropriate amount by a recognized lender and, despite good faith efforts, is unable to obtain mortgage financing. "Pre-approved" means a commitment has been obtained from a recognized mortgage lender for mortgage financing in a specified dollar amount sufficient to purchase the property.

**Return 50% of the deposit when:**

For an uninsured sale, despite good faith efforts by the purchaser, there is an inability to obtain a mortgage loan from a recognized mortgage lender.

**Forfeit 100% of the deposit when:**

- No documentation is submitted.
- Documentation fails to provide an acceptable cause for the buyer's failure to close.
- Documentation is not provided within a reasonable time following contract cancellation.

**Vacant Lot Sales:** The purchaser is considered to be an investor and instructions pertaining to investors will apply.

**Closing Costs:**

HUD will pay certain Closing Costs up to 3% of the purchase price, IF the closing costs are included in the bid and inserted on line 5 of the Sales Contract. HUD will pay the buyer's settlement fee to the extent that closing cost assistance was requested on Line 5 at time of bid submission and there are sufficient funds remaining to pay the fee.

Upon closing of a HUD-owned single-family property, the Department will allow to be deducted from its proceeds, purchaser financing and closing costs considered to be reasonable and customary in the jurisdiction where the property is located. Form-HUD-9548 (Sales Contract – Property Disposition Program), shall be used to reflect the total dollar amount HUD is expected to pay towards a purchaser's financing and closing costs. However, in no event may the costs exceed three percent (3%) of the property's gross purchase price. If the total closing costs reflected on the HUD 1 settlement statement are less than the amount indicated on the sales contract, HUD will reimburse only the actual costs charged and will not credit the purchaser with any difference either in cash or through a reduced purchase price. HUD will pay the lesser of the amount requested in Line 5 or the actual costs of the items specified. Any funds remaining after the allowable closing costs have been paid will not be credited to the purchaser(s) at sales closing.

**Property Condition:**

HUD 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 the Sales Contract. All HUD homes are sold "As Is." As a result, Purchaser acknowledges that Purchaser is responsible for ensuring that the property, in its current condition, is acceptable to Purchaser. Seller will provide no warranty after acceptance of the Sales 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.

It is Purchaser's responsibility to be an informed buyer. Purchaser has the right to carefully examine the potential new home with a qualified home inspector. Purchaser has fifteen (15) calendar days from the day of HUD's acceptance of the Sales Contract to complete the inspection. Failure to comply with this timeframe may forfeit Purchaser's right to an inspection with utilities activated. Utilities must be activated in Purchaser's name and may not remain activated for more than two (2) days. Utility activation should be coordinated with HUD's Field Service Manager (FSM), as they must authorize utility activation for the purposes of a home inspection. Regardless of the test results, Purchaser understands fully that neither HUD nor Ofori & Associates, PC will be responsible for costs associated with, nor perform any repairs to the property.

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

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

If the inspection discloses a major defect, the following provisions will apply:

**Insured Sales:**

- a) Purchaser may close the sale as scheduled without Seller performing repairs nor a price reduction or,
- b) Purchaser may request termination of the contract with a full refund of the earnest money, provided that the Seller is furnished a copy of the inspection report and that the Seller concurs with the findings of the inspection report. As a condition to having the contract terminated and the earnest money deposit refunded, Purchaser agrees to have the test completed and to provide a written rejection, with the appropriate documentation to Ofori & Associates, PC within fifteen (15) calendar days from the date the Sales Contract was signed by Ofori & Associates, PC; otherwise the Seller will assume that the inspection was satisfactory and Purchaser will proceed to closing. The cancellation contingency is limited to roof, foundation, defective components within the mechanical systems (electrical, plumbing, and heating). Defective kitchen appliances, window air conditioner units, light fixtures, receptacles and switch plate covers, as well as leaky faucets, missing showerheads and other similar defects are not considered in the mechanical systems nor is equipment age or energy efficiency ratings.

**Uninsured Sales:** No repairs will be authorized. The inspection will not be a basis for canceling the sale. The same provisions, as listed above, will also apply if any of the utilities cannot be turned on due to code violations, known defects, utility company policy or if the inspection cannot be completed as the result of a major component defect.

**Home Inspection:**

If FHA insured financing is used, the cost of the inspection, up to the maximum amount allowed by HUD, may be financed into the mortgage or included as part of the financing/closing costs figure stated on Line 5 of the sales contract.

If problems are discovered with the home after closing, FHA cannot give or lend money for repairs, and FHA cannot buy the home back. Purchaser understands the importance of obtaining a home inspection. Purchaser also understands that FHA will not perform a home inspection or guarantee the price or condition of the property.

\_\_\_\_\_ Purchaser chooses to have a home inspection.



Purchaser chooses **not to have a home inspection.**

Purchaser also understands fully and hereby agree to bear all expenses associated with the testing of the systems, including inspections required by local municipalities or utility service providers, repair of damage and re-winterization of the property.

**Acknowledgements:**

Purchaser acknowledges that the keys to the Property have been available to the public. It is recommended that the Purchaser have the locks re-keyed immediately after closing. Seller and its agents are not responsible for the new owner's personal property if the Purchaser chooses not to re-key the locks.

Purchaser has read and understands this Addendum. By signing this Addendum, Purchaser acknowledges and agrees with all its contents.

Purchaser is aware that failure to perform in accordance with the sales contract and its addendums may result in the forfeiture of all or a portion of the earnest money deposit.

Purchaser's Signature:..... Date:.....

Purchaser's Signature:..... Date:.....

I agree that I will be present during the inspection and am responsible for any costs incurred by my Purchaser associated with the inspection. I further agree to ensure that the property is returned to the same condition as before the inspection. This includes repair of damage and re-winterization of the property when deemed appropriate by the Seller. I also agree to notify the Seller and its Neighborhood Listing Broker within one day upon completion of the testing.

Selling Broker's Signature:..... Date:.....

**PURCHASER'S RIGHTS AND RESPONSIBILITIES**  
**Addendum to HUD-9548 Sales Contract**

FHA CASE NO.: \_\_\_\_\_

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

PRINTED NAME(S) OF PURCHASER(S): \_\_\_\_\_

**CONDITION OF PROPERTY**

HUD makes no representations or warranties concerning the condition of this property, including, but not limited to, mechanical and operating systems (electrical, plumbing, sewage, kitchen appliances, heating and air conditioning), dry basement, roof, structural condition, or compliance with local codes, zoning, or building requirements.

HUD will authorize NO repairs to this property. The prohibition of repairs, regardless of the nature or severity of a defect or code violation, extends to all latent (unknown) defects or code violations discovered at any time, including after the closing date. Purchaser(s) are fully responsible for satisfying themselves as to the full condition of this property and any laws, regulations or ordinances affecting this property.

**THE IMPORTANCE OF A HOME INSPECTION**

HUD does not warrant the condition of a property. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into your FHA mortgage.

**15-DAY CONTRACT CANCELLATION CONTINGENCY FOR CONTRACTS OWNER OCCUPANT**

Owner Occupant Purchaser(s) may request that the Sales Contract be canceled if, within 15 days of HUD's acceptance, the property is inspected by a professional home inspector who discovers a structural, roof, system defect, or non-compliance with local codes, zoning, or building requirements that were not previously disclosed and HUD elects not to correct, or if within such 15 day period, the property is inspected for the presence of radon by a professional radon inspector to an extent unsatisfactory to you. **A copy of the property inspection report, or radon test report, as applicable, must be attached to the cancellation request.**

The cancellation contingency is limited to structural, roof, defective components within the mechanical and operating systems (which include the electrical, plumbing, sewage, heating and air conditioning systems only) or noncompliance with local codes, zoning, or building requirements. Kitchen appliances, window air conditioner units, light fixtures, receptacles and switch covers are not included in the operating systems. Equipment age or energy efficiency ratings are not included in the cancellation contingency. The earnest money deposit will be returned to owner occupant purchasers ONLY if HUD concurs with the home inspection report finding(s).

**OTHER IMPORTANT INFORMATION**

The purchaser has the right to make a final inspection of this property 24 hours prior to closing. This is an "as-is" sale and HUD will not make any repairs. Failure to close may result in forfeiture of earnest money. In case of credit denial, all or part of the earnest money may be refunded. It is the broker/agent's responsibility to submit the credit denial letter to HomeTelos, LP, within ten business days. Failure to do so will result in forfeiture of all earnest money. Closing agents will not release funds until processing is completed by the HUD office. Extensions must be requested before expiration of the contract. Extension

fees are non-refundable. I acknowledge that I am not allowed to occupy or make repairs to the property prior to closing. If I am employed by the U.S. Department of Housing and Urban Development (HUD), or if I am related by blood, marriage, or law to a HUD employee, I must have prior approval before signing a HUD sales contract.

Buyer should have an Abstract covering the property examined by an attorney of Buyer's selection or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, Buyer should obtain commitment for Title Insurance (the Commitment) which should be examined by an attorney of Buyer's choice at or prior to closing. All locks should be replaced or re-keyed at Purchaser's expense.

**HUD'S LISTED PRICE**

PURCHASER(S) MAY BID ABOVE OR BELOW HUD'S LISTED PRICE. HUD'S ORIGINAL LIST PRICE WAS BASED UPON AN APPRAISAL. PURCHASER(S) ACKNOWLEDGE THAT HUD'S LISTED PRICE OF THIS PROPERTY IS \$ \_\_\_\_\_ . ( \_\_\_\_\_ ) Buyer's Initials

The above information was explained to the purchaser(s) by:

\_\_\_\_\_  
Signature of Broker/Agent Date

I/We acknowledge receipt and understanding of the "PURCHASER'S RIGHTS AND RESPONSIBILITIES" addendum.

\_\_\_\_\_  
Signature of Purchaser                      Date                      Signature of Purchaser                      Date

\_\_\_\_\_  
Signature of Purchaser                      Date                      Signature of Purchaser                      Date

# CAUTION

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



OMB Approval No: 2502-0338  
(exp. 05/31/2014)

## 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.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

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

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. 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

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. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



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HUD-92564-CN (6/06)



# CAUTION

**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 [insert name of M & M Contractor], 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

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

**Property Disposition Program  
LEAD-BASED PAINT DISCLOSURE  
ADDENDUM TO SALES CONTRACT**

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

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

**SELLER HAS NO PERTINENT RECORDS**

Public reporting burden for this collection of information is estimated to average 6 minutes each for the Purchaser and the Broker, 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 HUD Lead Disclosure Rule (24 CFR Part 35). 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. The information will be retained by the Department as part of the transaction record for a property disposition action. Failure to provide this information could affect your participation in the HUD Homes program.

Warning: Falsifying information on this or any other form of the Department is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. Failure to adhere to the residency and resale requirements may result in administrative sanctions being taken against the purchaser.

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**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 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 Purchaser with any information on lead-based paint hazards from risk assessments or inspections in 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 prior to 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 or risk assessment 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-based paint and/or lead-based paint hazards.

\_\_\_\_\_ Any FHA 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 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 inspection Report and the Purchaser does not exercise its option to withdraw from the sales 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.

\_\_\_\_\_ 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 latest 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 HUD-9548-G.

**Purchaser Acknowledgement (initial)**

\_\_\_\_\_ Purchaser has received the EPA-approved pamphlet "Protect Your Family from Lead in Your Home."

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

**Selling Broker Acknowledgement (initial)**

\_\_\_\_\_ Selling Broker is aware of his/her responsibility to ensure compliance with the 42 U.S.C. 2852d.

**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.

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

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

\_\_\_\_\_ (Selling Broker) \_\_\_\_\_, 20 \_\_\_\_ (date)

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



**Property Disposition Program  
LEAD-BASED PAINT DISCLOSURE  
ADDENDUM TO SALES CONTRACT**

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

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

**SELLER HAS PERTINENT RECORDS**

Public reporting burden for this collection of information is estimated to average 12 minutes each for the Purchaser and the Broker, 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 HUD Lead Disclosure Rule (24 CFR Part 35). 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. The information will be retained by the Department as part of the transaction record for a property disposition action. Failure to provide this information could affect your participation in the HUD Homes program.

Warning: Falsifying information on this or any other form of the Department is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. Failure to adhere to the residency and resale requirements may result in administrative sanctions being taken against the purchaser.

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**SELLER HAS 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 real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller'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 prior to purchase.

**Seller Acknowledgement and Contingency Period**

Records and reports and other information are available for downloading and review from the property listing website, and copies have been provided to the Purchaser. Purchaser has a contingency period to withdraw from the contract that expires fifteen (15) calendar days from the date the contract is accepted by HUD. Because the Purchaser had access to lead records and reports before submission of its bid, the Purchaser may withdraw from the purchase 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), but is not entitled to a refund of earnest money, unless the Purchaser obtained 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.

The findings of the records or reports provided by HUD are as follows:

\_\_\_\_\_ No lead-based paint or lead-based paint hazards were found.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. None of the lead-based paint was deteriorated.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated and Seller has already completed the required stabilization. The lead-based paint stabilization plan and the lead clearance report showing that acceptable levels were met are available for downloading from the property listing website, and has been provided to the Purchaser as evidenced by the signature(s) below. No further stabilization is planned.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated. Seller caused to be prepared a lead-based paint stabilization plan that is available for downloading from the property listing website, and has been provided to the Purchaser as evidenced by the signature(s) below.

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

\_\_\_\_\_ No FHA Financing of pre-1978: If the purchase of this property is not being financed with an FHA-insured loan the Seller will not complete any additional inspection, testing or clearance. The Purchaser has a contingency period that expires fifteen (15) days from the date the contract is accepted by HUD to review reports provided by the Seller and to conduct an investigation inspection or assessment.

\_\_\_\_\_ Any FHA Financing Except 203(k): This property is being sold subject to FHA insured financing under a program other than a 203(k) Rehabilitation Mortgage and, as disclosed above by the Seller, deteriorated lead-based paint was found. If the Seller has not already done so, the Seller agrees to 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.

\_\_\_\_\_ FHA 203(k) Financing: This property is being sold subject to a 203(k) Rehabilitation Mortgage and, as disclosed above by the Seller, deteriorated lead-based paint was found and the Seller has not already completed stabilization and clearance. 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 HUD-9548-G.

**Purchaser Acknowledgement (initial applicable items)**

\_\_\_\_\_ Purchaser has received pamphlet "Protect Your Family from Lead in Your Home."

\_\_\_\_\_ Seller has provided, and Purchaser has received, copies of the records and reports available to the Seller. A list of lead-related records and reports is attached.

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

**Selling Broker Acknowledgements (initial)**

\_\_\_\_\_ 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.

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

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

\_\_\_\_\_ (Selling Broker) \_\_\_\_\_, 20 \_\_ (date)

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

**SELLING BROKER COMMISSION ADDENDUM**

The \_\_\_\_\_ real estate brokerage company  
acting as the Selling Broker on the purchase of real estate commonly known as:

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

(hereafter "the Property") by \_\_\_\_\_ (hereafter  
"the Purchaser") from the United States Department of Housing and Urban Development (HUD)  
hereby agrees that the Selling Broker compensation amount shown on Item 6(a) of HUD Form  
9548 relating to the Property dated \_\_\_\_\_ and signed by the Purchaser  
shall be accepted by the Selling Broker as full and complete satisfaction of any compensation  
otherwise payable to the Selling Broker by reason of any offer of cooperation and compensation  
for the sale of the Property disseminated by the Listing Broker in any multiple listing service.

\_\_\_\_\_  
Name of Selling Broker

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

As it's: \_\_\_\_\_  
Title

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

Case #

[Empty box for Case #]

### Electronic Filing of HUD-9548 Contract Addendum

Purchaser(s) and Broker have elected to use the HUD-9548 contract form electronically downloaded and printed for 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 HUD-9548 contract has been altered or omitted in any manner. They further certify, warrant, and represent that this is a true and accurate copy of the HUD-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                                      Purchaser                                      Date

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

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