

Form: #2135va, VA Loan Provision Rider

Previous Version: 01/20

Current Version: 01/23

Previous Language

(Lines 16-17) previously read:

Seller agrees to pay cost of termite inspection, as well as cost of any other inspection and/or re-inspection predicated by the VA and/or closing costs required by the mortgagee which VA will not allow Buyer to pay.

Added Language

~~Deleted Language~~

Current Language

(Lines 16-20) now read:

PAYMENT FOR VA INSPECTIONS:

Buyer Seller agrees to order and pay for all inspections and/or re-inspections required by VA including, but not limited to termite, roofing, plumbing, electrical or heating, and air conditioning.

~~Seller agrees to pay cost of termite inspection, as well as cost of any other inspection and/or re-inspection predicated by the VA and/or closing costs required by the mortgagee which VA will not allow Buyer to pay.~~

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
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Form # 2135va 01/203

VA LOAN PROVISION RIDER

1 **Note: In order to facilitate loan approval, Buyer should have the appraisal process completed by the loan contingency date.**

2 SALE CONTRACT DATE: _____

3 PROPERTY: _____

4 BY AND BETWEEN: _____, Buyer(s) and
5 the undersigned Seller(s).

6 By acceptance of this contract, Seller makes no implied or express promise that he/she will be responsible for or pay for any predication
7 work required by VA. If predication work is required by VA and within ten (10) days from date of receipt by both parties of the certificate
8 of reasonable value (appraisal), no written agreement is reached as to who will complete and pay for the predication work, this contract
9 shall be terminated and earnest money to be returned to Buyer, subject to paragraph 12 of the Residential Sale Contract.

10 **Note: Buyer is cautioned not to rely on the VA appraisal report but should satisfy himself/herself as to the condition of the**
11 **property, see paragraph 10 of Residential Sale Contract (Form #2090).**

12 It is expressly agreed that, notwithstanding any other provisions hereof, Buyer shall not incur any penalty by forfeiture of earnest money
13 or otherwise be obligated to complete the purchase of the realty herein if the contract price or cost exceeds the reasonable value of the
14 Veteran's Affairs. Nonetheless, Buyer shall have the privilege and option of proceeding with the consummation of the contract without
15 regard to the reasonable value established by the Veterans Administration if he/she so chooses.

16 **PAYMENT FOR VA INSPECTIONS:**

17 Buyer Seller agrees to order and pay for all inspections and/or re-inspections required by VA including, but not limited to termite,
18 roofing, plumbing, electrical or heating and air conditioning.
19 ~~Seller agrees to pay cost of termite inspection, as well as cost of any other inspection and/or re-inspection predicated by the VA and/or~~
20 ~~closing costs required by the mortgagee which VA will not allow Buyer to pay.~~

21 _____
22 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

23 _____
24 Buyer Printed Name Seller Printed Name

25 _____
26 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

27 _____
28 Buyer Printed Name Seller Printed Name