



RIDER 9
VA FINANCING CLAUSE



This Contract is Intended to be a Binding Real Estate Contract
Rev. 01/2012

1 This VA Financing Clause Rider ("Rider") is made a part of and incorporated into that certain real estate
2 contract between _____ ("Buyer") and _____
3 _____ ("Seller") dated _____, 20____ ("Contract") for the purchase and
4 sale of: _____
5 ("Property").
6 (address) (unit #) (city) (state) (zip)

7 I. Except as modified by this Rider, all of the terms and conditions contained in the Contract remain in
8 full force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms
9 and conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used and
10 not defined in this Rider shall have the meaning given to such terms in the Contract.

11 II. Buyer shall obtain a written statement issued by the Veterans' Administration setting forth the
12 reasonable value of the Property (excluding closing costs) (the "Property Valuation") on or prior to
13 _____, 20____ ("Valuation Contingency Deadline"). If the amount of the Property
14 Valuation is less than the Purchase Price, then Buyer may elect to terminate the Contract by delivering written
15 notice to Seller within ____ days after the Valuation Contingency Deadline, in which event the CONTRACT
16 SHALL BECOME NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT AND THE EARNEST
17 MONEY, INCLUDING ALL INTEREST ACCRUED THEREON, IF ANY, SHALL BE RETURNED TO BUYER.

18 III. Any certifications required by the Veterans' Administration or other governmental authority, including,
19 but not limited to, heating, plumbing, electrical, roofing and termite, shall be paid as
20 follows:_____
21 _____
22 _____

23 Seller agrees to pay the Veterans' Administration discount to mortgagee in an amount not to exceed _____%
24 of the mortgage amount. Furthermore, Seller agrees to make any repairs or replacements required by the
25 Veterans' Administration or other governmental authority prior to Closing, provided that the cost of such repairs
26 or replacements do not exceed \$_____ ("Cost Cap"). If the costs of completing the repairs or
27 replacements exceeds the Cost Cap, then either party may elect to terminate the Contract by delivering written
28 notice to the other party within ____ days of the Valuation Contingency Deadline, in which event the
29 CONTRACT SHALL BECOME NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT AND THE
30 EARNEST MONEY, INCLUDING ALL INTEREST ACCRUED THEREON, IF ANY, SHALL BE RETURNED
31 TO BUYER. If neither party delivers written notice in the time period specified in the foregoing sentence, then
32 this provision shall be deemed waived, the Contract shall remain in full force and effect and Seller and/or Buyer
33 shall have the option of paying for the costs of any repairs or replacements which exceed the Cost Cap.

34 _____
35 Buyer's Signature Date Seller's Signature Date
36 _____
37 Buyer's Signature Date Seller's Signature Date