

Heroes Program
Terms and Conditions

The following terms and restrictions apply to the “Heroes Program” promotional offer (the “Offer”).

From September 1, 2018 to September 1, 2019 (the “**Promotional Period**”), purchasers who enter into a purchase contract for a new Van Metre home (“**New Home**”) will receive a credit equal to 1% of the base purchase price of the New Home to apply towards Design Center purchases, as such credit is determined by the seller of the New Home (“**Promotional Gift**”). To qualify for the Promotional Gift, (1) purchaser must be employed as a teacher, public safety official, or medical personnel or be an active or retired service member, (2) purchaser must provide employee identification, military identification, or other form of identification to the applicable Van Metre representative confirming his/her eligibility prior to entering into a purchase contract for a New Home (the acceptability of any such identification to be determined by Purchaser in its sole discretion), (3) purchaser must enter into a purchase contract for a New Home during the Promotional Period, and such purchase contract must thereafter be accepted in writing within the Promotional Period by the applicable authorized officer of seller of the New Home (the “**Authorized Officer**”), as provided in the purchase contract, (4) a purchaser must fully perform under the accepted purchase contract, and (5) settlement under the accepted purchase contract must occur by June 30, 2020. The Promotional Gift shall be earned ONLY if the foregoing conditions are satisfied, as determined by the seller of the New Home in its sole discretion. If the purchaser defaults at any time under the terms of the purchase contract for the New Home, the Promotional Gift shall be forfeited. If the purchase contract is not accepted by the Authorized Officer as provided in the purchase contract, then the Offer shall be null and void. THE OFFER IS A LIMITED TIME OFFER AND MAY BE WITHDRAWN AT THE DISCRETION OF VAN METRE HOMES WITHOUT PRIOR NOTICE. PRICES AND TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE OFFER IS NOT AVAILABLE FOR PURCHASE CONTRACTS EXECUTED BY PURCHASERS PRIOR TO SEPTEMBER 1, 2018, OR TO PURCHASERS WHO DEFAULT UNDER A PURCHASE CONTRACT WITH A VAN METRE COMPANY FOR ANOTHER HOME. THE OFFER DOES NOT APPLY TO VAN METRE HOME SOLUTIONS (D/B/A VM DESIGN + BUILD) PROJECTS. For information about New Homes, please contact a Van Metre New Homes Division sales manager.

The Promotional Gift will be awarded to the purchaser, if earned, at settlement of the purchase contract. In no event shall a purchaser be entitled to any Promotional Gift if full settlement of the purchase contract does not occur for any reason, except if directly resulting from a “Seller Default” as defined under the purchase contract and provided that no default by the purchaser shall exist thereunder. ONLY ONE PROMOTIONAL GIFT IS OFFERED PER NEW HOME PURCHASED, NOTWITHSTANDING THE NUMBER OF PURCHASERS FOR A SPECIFIC NEW HOME. The Promotional Gift may not be split, assigned, conveyed, or transferred to any third party. If more than one individual is listed as a purchaser on a purchase contract for a New Home, the Promotional Gift, if earned, shall be deemed awarded collectively to the individuals who are listed as purchasers under such purchase contract. Purchasers shall not be entitled to any rebate, refund or other consideration in connection with the Promotional Gift or in the event the full value of the Promotional Gift is not used towards Design Center purchases.

All taxes, assessments and transfer fees that result from the purchaser's receiving the Promotional Gift, if any, will be the sole responsibility of the purchaser. None of the Van Metre companies or any of their affiliates, agents, employees, officers, directors, or principals makes any representation or warranty with respect to the tax effect of the Promotional Gift for purchasers. Purchasers should consult an accountant or tax attorney for tax advice with respect to the Offer and the Promotional Gift.

THE VAN METRE COMPANIES NOR ANY OF THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS SHALL BE LIABLE TO PURCHASERS OR ANY OTHER PERSONS FOR, AND THE VAN METRE COMPANIES AND ALL OF THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS ARE HEREBY RELEASED FROM, ANY REMEDY, LIABILITY, DAMAGES, COSTS, OR LOSSES WHATSOEVER RELATING IN ANY WAY TO THE PROMOTIONAL GIFT, INCLUDING ANY PART THEREOF, WHETHER ARISING UNDER THESE TERMS OR APPLICABLE LAW, INCLUDING CONTRACT, TORT, STATUTORY, OR ANY OTHER LAW. THE OFFER IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT REGARD TO ANY CHOICE OF LAW PROVISION. ANY CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF, OR RELATING TO, THE OFFER OR THE PROMOTIONAL GIFT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE (COLLECTIVELY, THE "**CLAIMS**") WILL BE DECIDED CONCLUSIVELY BY THE GENERAL DISTRICT COURT OR CIRCUIT COURT OF THE JURISDICTION WHERE THE NEW HOME IS LOCATED, AND TRIAL BY JURY AS TO ANY CLAIM IS HEREBY WAIVED BY PURCHASERS AND APPLICABLE SELLERS OF NEW HOMES.