

## **You Choose Promotional Offer**

### **Disclaimer**

The following terms and restrictions apply to “You Choose” promotional offer (the “Offer”). Failure to observe these terms and restrictions will result in termination of the Offer and forfeiture of the promotional gift.

From September 20, 2018, to October 15, 2018 and November 1, 2018 to November 30, 2018, purchasers of a **qualifying** Van Metre new home (“**Qualifying Home**”) will receive their choice of **one** of the following free promotional gifts (“**Promotional Gift**”): **(A) up to a two (2) discount point interest rate buydown in connection with the financing of the Qualifying Home, up to a maximum value of \$10,000\* or (B) \$10,000 credit to be applied at settlement on allowable closing costs on the purchase of the Qualifying Home, or (C) a discount of \$10,000 applied towards the purchase price of the Qualifying Home.** To qualify for the Promotional Gift, (1) a purchaser must enter into a purchase contract for a Qualifying Home prior to 6:00 p.m. on Monday, October 15, 2018, and such purchase contract must thereafter be accepted in writing by the applicable authorized officer of the seller of the Qualifying Home (the “**Authorized Officer**”), as provided in the purchase contract, (2) a purchaser must fully perform under the accepted purchase contract, and (3) settlement under the accepted purchase contract must occur within one month of substantial completion. The Promotional Gift shall be earned ONLY if the foregoing conditions are satisfied, as determined by the seller of the Qualifying Home in its sole discretion. If the purchaser defaults at any time under the terms of the purchase contract for the Qualifying Home, the right to a 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 THE OFFER IS A LIMITED TIME OFFER AND MAY BE WITHDRAWN AT THE DISCRETION OF VAN METRE HOMES WITHOUT PRIOR NOTICE.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 27, 2018, OR TO PURCHASERS WHO DEFAULT UNDER A PURCHASE CONTRACT WITH A VAN METRE COMPANY FOR A HOME THAT IS NOT A QUALIFYING HOME UNDER THE OFFER. THE OFFER DOES NOT APPLY TO ALL VAN METRE HOMES OR PROJECTS. The Offer applies only to specific Van Metre new homes that are built or in the process of being built and designated by Van Metre as a “Show Home”. For information about Qualifying Homes, please contact a Van Metre New Homes Division Sales Manager.

The Promotional Gift shall be selected by the purchaser at the time of entering into the purchase contract for the Qualifying Home. 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 QUALIFYING HOME PURCHASED, NOTWITHSTANDING THE NUMBER OF PURCHASERS FOR A SPECIFIC QUALIFYING 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 Qualifying Home, the Promotional Gift, if earned, shall be deemed awarded collectively to the individuals who are listed as purchasers under such purchase contract. The seller of the Qualifying Home under the purchase contract shall have the right but not the obligation, in its sole and absolute discretion, to substitute the \$10,000 credit for the Qualifying Home (i.e. Promotional Gift item (B)) as the Promotional Gift in lieu of the Promotional Gift selected by the purchaser if in such seller’s sole judgment (i) the Promotional Gift selected is unavailable at the time of settlement of the purchase contract; (ii) the cost of the Promotional Gift selected has increased by more than two percent (2%) since the day when the purchaser entered into the purchase contract for the Qualifying Home; or (iii) such substitution is necessary to effect settlement of the purchase contract, including, without limitation, in order for the purchaser to obtain financing for the Qualifying Home. Purchasers shall not be entitled to any rebate, refund or other consideration in the event that the full value of the Promotional Gift is not used.

Certain lender restrictions may apply with respect to the Promotional Gift, including, without limitation, the appraised value of the Qualified Home may be reduced by the value of the Promotional Gift. In the event that a purchaser fails to qualify for financing for the purchase of a Qualified Home, and such failure is the result of the appraised value of the Qualifying Home being reduced by the value of the Promotional Gift, then the purchaser shall provide written notice of the same to the seller of the Qualifying Home, and the seller shall have the right but not the obligation, in its sole and absolute discretion, to substitute the \$10,000 credit for the Qualifying Home (i.e. Promotional Gift item (B)) as the Promotional Gift in lieu of the Promotional Gift selected by the purchaser. 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 selected.

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 GIFTS, 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.

\*To be eligible for Promotional Gift items (A) and (B), purchaser must use the mortgage and title companies designated by the seller of the Qualifying Home for the purchase of the Qualifying Home. See RESPA Affiliated Business Disclosure Statement, which is an addendum to the purchase contract for the Qualifying Home, for a disclosure of the interests held by a seller of a Qualifying Home in the mortgage and title companies which the purchaser of a Qualifying Home must use to qualify for Promotional Gift items (A) and (B).