

**BID SHEET FOR THE PURCHASE
OF STUDENT-BUILT HOME
MASSANUTTEN TECHNICAL CENTER**

Name: _____

Mailing Address: _____

Phone Number: _____ E-mail: _____

I WISH TO BID THE FOLLOWING AMOUNT (THE “BID AMOUNT”) FOR THE STUDENT HOME:

\$ _____

By signing and submitting this sheet (the “Bid Sheet”), you are agreeing to purchase the student home for the bid price indicated in the event that your bid is the winning bid.

YOU ARE ALSO AGREEING TO THE TERMS OF THE ATTACHED CONTRACT. IF YOU SUBMIT THE WINNING BID, THE CONTRACT WILL BECOME A BINDING LEGAL DOCUMENT BETWEEN YOU AND MASSANUTTEN TECHNICAL CENTER.

READ ATTACHED CONTRACT BEFORE SIGNING

**THIS BID, AND THE OFFER TO PURCHASE THE HOUSE, IS
IRREVOCABLE ONCE SUBMITTED**

AGREED:

Date: _____

Print Name: _____

Date: _____

Print Name: _____

Sealed bids will be received until **2:00 p.m. (local time), Friday, June 13, 2025**, at the office of Massanutten Technical Center, 325 Pleasant Valley Road, Harrisonburg, VA 22801. Bids will be opened and read at the same location at the aforementioned time. Any bid received after the specified time will be rejected.

This CONTRACT OF SALE (the “Agreement”), dated this 13 day of June, 2025, between the ROCKINGHAM COUNTY SCHOOL BOARD and the HARRISONBURG CITY SCHOOL BOARD, acting by and through the EXECUTIVE BOARD OF MASSANUTTEN TECHNICAL CENTER (“MTC”), whose address is 325 Pleasant Valley Road, Harrisonburg, Virginia, 22801 Attention: Director, and the purchaser indicated on the Bid Sheet attached hereto and made part hereof (whether one or more, the “Purchaser”), whose address is indicated on the Bid Sheet.

W I T N E S S E T H:

In consideration of the mutual promises contained herein, MTC and the Purchaser agree as follows:

1. Purchase of House. MTC agrees to sell to Purchaser, and Purchaser agrees to buy from MTC, that certain house or dwelling (the “House”) built by MTC students as part of MTC’s career and technical education programs during the school year ending in 2025.

2. Price; Payment. The purchase price (the “Purchase Price”) for the House shall be the Bid Amount. TEN PERCENT (10%) of such Purchase Price, or the flat amount of Five Thousand Dollars (\$5,000), whichever is greater, shall be due as a deposit (the “Deposit”), paid in cash or certified check, by June 20, 2025. Purchaser shall pay the remainder of the Purchase Price, via certified check, within thirty (30) days of the date hereof. If the Purchase Price of the House is not paid in full within thirty (30) days of the date hereof, MTC may, at its option, declare this Agreement to be null and void, and may, upon exercising its option under this Paragraph, retain the Deposit as liquidated damages. The House may not be removed from MTC property until Purchase Price has been received in full.

3. Delivery of House. MTC and Purchaser agree that Purchaser shall be responsible to arrange and to pay for the moving and setup of the House, and that the Purchase Price of the House does not include any costs associated with such moving or setup. Purchaser agrees to have the House removed from MTC property on or before August 29, 2025 (the “Removal Deadline”). If the House is not removed from MTC property on or before the Removal Deadline, Purchaser shall pay MTC liquidated damages of two hundred dollars (\$200) for each day or portion of a day that the House remains on MTC property after the Removal Deadline (such amount, the “Deadline Liquidated Damages”). The Deadline Liquidated Damages shall compensate MTC for storage of the House and the inconvenience, expense, and disruption of its education programs that will occur if the House remains on MTC property after the Removal Deadline. In addition, if the House remains on MTC property thirty (30) days after the Removal Deadline, MTC may, at any time and at its option, after seven days’ notice to Purchaser, declare this Agreement null and void.

4. Disclaimer of Warranties.

(a) MTC and Purchaser agree that the House is sold on an AS-IS, WHERE-IS basis, with all faults. On behalf of itself, MTC’s members, the Rockingham County School Board and the members thereof, the Harrisonburg City School Board and the members thereof, and the agents, servants, employees, present and former students, or successors in interest if any of the foregoing (the “Related Parties”), **MTC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE DESIGN, FABRICATION, OR CONSTRUCTION OF THE HOUSE, WHETHER RELATED TO WORKMANSHIP OR MATERIALS, WHETHER RELATING TO NEGLIGENCE OR GROSS NEGLIGENCE, AND INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. PURCHASER IS NOT RELYING ON**

ANY WARRANTY OR REPRESENTATION OF MTC OR ANY RELATED PARTY, ORAL OR WRITTEN, IN MAKING THE DECISION TO PURCHASE THE HOUSE; RATHER, PURCHASER IS RELYING ON PURCHASER'S OWN EXPERIENCE AND PURCHASER'S INSPECTION OF THE HOUSE.

(b) MTC and Purchaser recognize that MTC students built the House, and have done so with the intention of constructing the House in compliance with the building codes of the City of Harrisonburg. **The building codes of other jurisdictions may vary.** Thus, MTC does not warrant that the House complies with building codes or zoning laws.

(c) MTC and Purchaser recognize that under Va. Code § 22.1-233, MTC is forbidden to "make any warranty, express or implied, as to the construction or compliance of a project [such as the House] with zoning laws or building codes."

(d) Purchaser and MTC also recognize that under Va. Code § 22.1-236 the members of a school board are not liable for negligence of any student or agent in connection with a career and technical education project such as the House.

(e) Purchaser forever releases MTC, the Rockingham County School Board, the Harrisonburg City School Board, and all Related Parties, or any of them, from liability on any cause of action (including, without limitation, actions alleging that MTC failed to instruct its students property), whether in contract or tort, and whether at law or in equity, that is related in any way to the failure of House to conform to any industry or other standard of care, design, construction, or workmanship, or that is related in any way to the failure of the House to meet any expectation on the part of the Purchaser, from whatever source Purchaser derived such expectation.

(f) Moreover, Purchaser agrees that Purchaser has had full opportunity to inspect the House before entering into this Agreement, and is familiar with the condition of the House. Purchaser has factored its opinion about the design and condition of the House into its consideration of the price Purchaser is willing to pay for the House.

(g) Purchaser is fully responsible for all costs and logistical arrangements associated with the transportation of the House to its permanent location. MTC's only obligation is to deliver title and possession of the House to the Purchaser upon the full payment of the Purchase Price. Before entering into this Agreement, Purchaser has investigated the feasibility and cost of transporting the House to the location on which Purchaser intends to place it. For the avoidance of doubt, Purchaser's inability or unwillingness to transport the House shall not excuse Purchaser from Purchaser's obligations under this Agreement.

5. Liquidated Damages. MTC and the Purchaser agree that MTC's actual damages arising from the breach of this Agreement would be very difficult to measure because they involve the loss of the use of MTC's property, the delay and expenses associated with locating another purchaser for the House, and the disruption to educational programs occasioned by the presence of the House on MTC property past the deadline for removal described above. MTC and the Purchaser therefore agree that the liquidated damages clauses in Paragraphs 2 and 3 of this Agreement represent a reasonable attempt to compensate MTC for the delay and expense that MTC will incur if Purchaser breaches this Agreement, and are not a penalty.

6. Assignability. This Agreement shall not be assigned by any party thereto without the express written and discretionary consent of all parties thereto.
7. Choice of Law; Forum Selection. This Agreement shall be governed by the law of the Commonwealth of Virginia, excluding the choice of law provisions thereof. Any action, suit, or proceeding to declare the rights or obligations of the parties to this Agreement, for the interpretation thereof, or for any related remedy or relief, shall be brought in the United States District court for the Western District of Virginia, Harrisonburg Division, or in the Rockingham County Circuit Court. All parties consent to the personal jurisdiction of such courts and waive any objections to venue therein.
8. Merger Clause. This Agreement (together with the Bid Sheet, which is an integral part hereof) contains the entire agreement between the MTC and Purchaser, and supersedes any prior understandings, negotiations, agreements, statements, materials, drawings, or representations, whether oral or written. No alteration of this Agreement shall be effective unless in writing and signed by all parties thereto.
9. Miscellaneous. The division of this Agreement into paragraph and the labels or headings thereon are solely for the convenience of the parties and shall have no legal effect in construing the provisions of this Agreement. The parties participated equally in the drafting of this Agreement, and no common law presumption of construction against the drafter shall apply. Only the parties to this Agreement may enforce it, and the parties expressly state that no third party beneficiaries exist. Nothing in this Agreement shall be so construed to waive any sovereign immunity that MTC, the Rockingham County School Board, or the Harrisonburg City School Board may possess under applicable state or federal law. Time is of the essence of this Agreement.
10. Notices. Notices as described in this Agreement shall be proper if hand-delivered, or if sent through U.S. mail, first class with postage prepaid or via reputable overnight delivery service, to the parties at the addresses on the Bid Sheet of this Agreement, or at such other addresses as a party may supply to the other party in writing.
11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be valid as an original. It is not necessary that each party sign each counterpart so long as each party has signed one counterpart. Facsimile copies shall be valid as originals.
12. Force Majeure. MTC shall not be held liable or responsible to the Purchaser nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement, or for failing to complete or deliver the House, when such failure or delay is caused by or results from causes beyond the reasonable control of MTC, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, pandemic, school shutdowns due to COVID-19 or other causes, or acts of God; provided, however, that MTC shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Provided, however, that if despite the foregoing efforts MTC is not able on account of any of the foregoing causes to complete construction of the House by before conclusion of the academic year in which it is being built, MTC may cancel this Agreement and refund to the Purchaser amounts paid hereunder.

IN WITNESS WHEREOF the Rockingham County School Board and the Harrisonburg City School Board, acting through their joint agent the Executive Board of Massanutten Technical Center, have caused this Agreement to be executed in their names and on their behalf by their duly authorized agent, and Purchaser has set hereunto Purchaser's name and seal:

ROCKINGHAM COUNTY SCHOOL BOARD and
HARRISONBURG CITY SCHOOL BOARD, by and
through the
EXECUTIVE BOARD OF
MASSANUTTEN TECHNICAL CENTER

By: _____

Its: _____

PURCHASER

Print Name: _____

Signature: _____