



# Contract Writing



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**RESIDENTIAL SALES CONTRACT (Virginia)**

This sales contract ("Contract") is offered on \_\_\_\_\_ ("Date of Offer") between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction \_\_\_\_\_ ("Listing Brokerage") represents Seller, and \_\_\_\_\_ ("Cooperating Brokerage") represents  Buyer **OR**  Seller. The Listing Brokerage and Cooperating Brokerage are collectively referred to as "Broker." (If the brokerage firm is acting as a dual representative for both Seller and Buyer, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. REAL PROPERTY.** Buyer will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows ("Property"):

TAX Map/ID # \_\_\_\_\_ Legal Description: Lot(s) \_\_\_\_\_  
Section \_\_\_\_\_ Subdivision or Condominium \_\_\_\_\_  
Parking Space(s) # \_\_\_\_\_ County/Municipality \_\_\_\_\_  
Deed Book/Liber # \_\_\_\_\_ Page/Folio # \_\_\_\_\_  
Street Address \_\_\_\_\_  
Unit # \_\_\_\_\_ City \_\_\_\_\_ ZIP Code \_\_\_\_\_

**2. PRICE AND FINANCING.** (Any % are percentages of Sales Price)

**A. Down Payment.** \$ \_\_\_\_\_ or % \_\_\_\_\_

**B. Financing.**

- 1. First Trust (if applicable) \$ \_\_\_\_\_ or % \_\_\_\_\_  
 Conventional  VA  FHA  
 USDA  Other: \_\_\_\_\_
- 2. Second Trust (if applicable) \$ \_\_\_\_\_ or % \_\_\_\_\_
- 3. Seller Held Trust (if applicable) \$ \_\_\_\_\_ or % \_\_\_\_\_

**TOTAL FINANCING** \$ \_\_\_\_\_ or % \_\_\_\_\_

**SALES PRICE** \$ \_\_\_\_\_

**C. Seller Subsidy.** (LESS) \$ \_\_\_\_\_ or % \_\_\_\_\_

**D. Financing Contingency and Application.** This Contract  is (addendum attached) **OR**  is not contingent on financing. If this Contract is contingent on financing: (i) Buyer will make written application for the financing and any lender-required property insurance no later than seven (7) days after Date of Ratification; (ii) Buyer grants permission for Cooperating Brokerage and the lender to disclose to Listing Brokerage and Seller general information available about the progress of the loan application and loan approval process; and (iii) Seller agrees to comply with reasonable lender requirements.

If Buyer fails to settle, except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.

3. **DEPOSIT.** Buyer's deposit ("Deposit") in the amount of  \$ \_\_\_\_\_ check and/or  \$ \_\_\_\_\_ by note due and payable on \_\_\_\_\_ shall be held by \_\_\_\_\_ ("Escrow Agent"). Buyer  has delivered Deposit to Escrow Agent **OR**  will deliver Deposit to Escrow Agent by \_\_\_\_\_ days after Date of Ratification.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct Escrow Agent to place Deposit in an escrow account by the end of the fifth business banking day following receipt or following Date of Ratification, whichever is later. If Escrow Agent is not a VREB licensee, Deposit will be placed in an escrow account of Escrow Agent after Date of Ratification in conformance with the laws and regulations of Virginia and/or if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from Deposit. Deposit will be held in escrow until: (i) credited toward Sales Price at Settlement; (ii) all parties have agreed in writing as to its disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) disposed of in any other manner authorized by law. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of Deposit or on account of failure to disburse Deposit, except in the event of Escrow Agent's gross negligence or willful misconduct.

4. **SETTLEMENT.** Seller and Buyer will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, \_\_\_\_\_ ("Settlement Date") except as otherwise provided in this Contract. If Settlement Date falls on a Saturday, Sunday, or legal holiday, then Settlement will be on the prior business day.

**NOTICE TO BUYER REGARDING THE REAL ESTATE SETTLEMENT AGENTS ACT ("RESAA") Choice of Settlement Agent: You have the right to select a Settlement agent to handle the closing of this transaction. The Settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the Settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No Settlement agent can provide legal advice to any party to the transaction except a Settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.**

**Variation by agreement: The provisions of the Real Estate Settlement Agents Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.**

**Escrow, closing and Settlement service guidelines: The Virginia State Bar issues guidelines to help Settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, Settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your Settlement agent, upon request, in accordance with the provisions of the Real Estate Settlement Agents Act.**

Buyer designates \_\_\_\_\_ ("Settlement Agent").

Buyer agrees to contact Settlement Agent within 10 Days of Date of Ratification to schedule Settlement. Settlement Agent shall order the title exam and survey if required.

To facilitate Settlement Agent's preparation of various closing documents, including any Closing Disclosure, Buyer hereby authorizes Settlement Agent to send such Closing Disclosure to Buyer by

electronic means and agrees to provide Settlement Agent Buyer's electronic mail address for that purpose only.

5. **DOWN PAYMENT.** The balance of the down payment will be paid on or before Settlement Date by certified or cashier's check or by bank-wired funds as required by Settlement Agent. An assignment of funds shall not be used without prior written consent of Seller.
6. **DELIVERY.** This paragraph specifies the general delivery requirements under this Contract. For delivery of property or condominium owner's association documents see the VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT and/or VIRGINIA CONDOMINIUM ACT paragraphs of this Contract. Delivery of the Notice pursuant to the Virginia Residential Property Disclosure Act is addressed in the VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT paragraph.

Delivery ("Delivery," "delivery," or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, by facsimile, or email transmission. The parties agree that Delivery will be deemed to have occurred on the day: delivered by hand, delivered by a professional courier service (including overnight delivery service) or by United States mail with return receipt requested, or sent by facsimile or email transmission, either of which produces a tangible record of the transmission.

Deliveries will be sent as follows:

A. Addressed to Seller at **Property address unless otherwise specified below** by  United States mail, hand delivery or courier service **OR**  fax **OR**  email (check all that apply):

To Seller: \_\_\_\_\_

B. Addressed to Buyer by  United States mail, hand delivery or courier service **OR**  fax **OR**  email (check all that apply):

To Buyer: \_\_\_\_\_

No party to this Contract will refuse Delivery in order to delay or extend any deadline established in this Contract.

7. **VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT.** The Virginia Residential Property Disclosure Act requires Seller to deliver a disclosure statement prior to the acceptance of this Contract unless the transfer of Property is exempt. The law requires Seller, on a disclosure statement provided by the Real Estate Board, to state that Seller makes no representations or warranties concerning the physical condition of the Property and to sell the Property "as is," except as otherwise provided in this Contract.

If the disclosure statement is delivered to Buyer after Date of Ratification, Buyer's sole remedy shall be to terminate this Contract at or prior to the earliest of (i) three (3) days after delivery of the disclosure statement in person; (ii) five (5) days after the postmark if the disclosure statement is sent by United States mail, postage prepaid, and properly addressed to Buyer; (iii) settlement upon purchase of Property; (iv) occupancy of Property by Buyer; (v) Buyer making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan; or (vi) the execution by Buyer after receiving the disclosure statement of a written waiver of Buyer's right of termination separate from this Contract.

Written Notice of termination may be (i) hand delivered; (ii) sent by United States mail, postage

prepaid, provided that Buyer retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Buyer; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the DELIVERY paragraph, provided that Buyer retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service; (iv) overnight delivery using a commercial service or the United States Postal Service.

Any such termination shall be without penalty to Buyer, and any deposit shall be promptly returned to Buyer.

8. **VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT.** Seller represents that the Property  is OR  is not located within a development that is subject to the Virginia Property Owners' Association Act ("POA Act" or "Act" solely in this Paragraph). Section 55-509.4(A) requires the following contract language:

Subject to the provisions of subsection A of § 55-509.10, a person selling a lot shall disclose in the contract that (i) the lot is located within a development that is subject to the Virginia Property Owners' Association Act (§ 55-508 et seq.); (ii) the Act requires the seller to obtain from the property owners' association an association disclosure packet and provide it to the purchaser; (iii) the purchaser may cancel the contract within three days after receiving the association disclosure packet or being notified that the association disclosure packet will not be available; (iv) if the purchaser has received the association disclosure packet, the purchaser has a right to request an update of such disclosure packet in accordance with subsection H of § 55-509.6 or subsection C of § 55-509.7, as appropriate; and (v) the right to receive the association disclosure packet and the right to cancel the contract are waived conclusively if not exercised before settlement.

For delivery of the Packet or the Notice of non-availability of the Packet, Buyer prefers delivery at \_\_\_\_\_ if electronic or \_\_\_\_\_  
\_\_\_\_\_ if hard copy.

The Act further provides that for purposes of clause (iii), the association disclosure packet shall be deemed not to be available if (a) a current annual report has not been filed by the association with either the State Corporation Commission pursuant to § 13.1-936 or with the Common Interest Community Board pursuant to § 55-516.1, (b) the seller has made a written request to the association that the packet be provided and no such packet has been received within 14 days in accordance with subsection A of § 55-509.5, or (c) written notice has been provided by the association that a packet is not available.

The Act further provides that if the contract does not contain the disclosure required by subsection A of § 55-509.4, the purchaser's sole remedy is to cancel the contract prior to settlement.

The Act further provides that the information contained in the association disclosure packet shall be current as of a date specified on the association disclosure packet prepared in accordance with this section; however, a disclosure packet update or financial update may be requested in accordance with subsection G of § 55-509.6 or subsection C of § 55-509.7, as appropriate. The purchaser may cancel the contract: (i) within three days after the date of the contract, if on or before the date that the purchaser signs the contract, the purchaser receives the association

disclosure packet or is notified that the association disclosure packet will not be available; (ii) within three days after receiving the association disclosure packet if the association disclosure packet or notice that the association disclosure packet will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service, and a receipt obtained; or (iii) within six days after the postmark date if the association disclosure packet or notice that the association disclosure packet will not be available is sent to the purchaser by United States mail. The purchaser may also cancel the contract at any time prior to settlement if the purchaser has not been notified that the association disclosure packet will not be available, and the association disclosure packet is not delivered to the purchaser. Notice of cancellation shall be provided to the lot owner or his agent by one of the following methods: (a) Hand delivery; (b) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (c) Electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (d) Overnight delivery using a commercial service or the United States Postal Service.

The Act further provides that in the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the seller shall cause any deposit to be returned promptly to the purchaser.

The Act further provides that whenever any contract is canceled based on a failure to comply with subsection A or C of § 55-509.4 or pursuant to subsection B of § 55-509.4, any deposit or escrowed funds shall be returned within 30 days of the cancellation, unless the parties to the contract specify in writing a shorter period.

The parties specify that such funds shall immediately be returned pursuant to the VOID CONTRACT paragraph of this Contract.

The Act further provides that any rights of the purchaser to cancel the contract provided by this chapter are waived conclusively if not exercised prior to settlement.

The Act further provides that except as expressly provided in this chapter [of the Act], the provisions of this section and § 55-509.5 may not be varied by agreement, and the rights conferred by this section and § 55-509.5 may not be waived.

**9. VIRGINIA CONDOMINIUM ACT.** Seller represents that the Property  is **OR**  is not a condominium unit. The Virginia Condominium Act (the "Condominium Act" or "Act" solely in this Paragraph), requires the following contract language:

In the event of any resale of a condominium unit by a unit owner other than the declarant, and subject to the provisions of subsection F and § 55-79.87 A, the unit owner shall disclose in the contract that (i) the unit is located within a development which is subject to the Condominium Act, (ii) the Act requires the seller to obtain from the unit owners' association a resale certificate and provide it to the purchaser, (iii) the purchaser may cancel the contract within three days after receiving the resale certificate or being notified that the resale certificate will not be available, (iv) if the purchaser has received the resale certificate, the purchaser has a right to request a resale certificate update or financial update in accordance with § 55-79.97:1, as appropriate, and (v) the right to receive the resale certificate and the



right to cancel the contract are waived conclusively if not exercised before settlement.

For delivery of the Certificate, Buyer prefers delivery at \_\_\_\_\_  
\_\_\_\_\_ if electronic or \_\_\_\_\_  
\_\_\_\_\_ if hard copy.

The Act further provides that for purposes of clause (iii), the resale certificate shall be deemed not to be available if (a) a current annual report has not been filed by the unit owners' association with either the State Corporation Commission pursuant to § 13.1-936 or the Common Interest Community Board pursuant to § 55-79.93:1, (b) the seller has made a written request to the unit owners' association that the resale certificate be provided and no such resale certificate has been received within 14 days in accordance with subsection C, or (c) written notice has been provided by the unit owners' association that a resale certificate is not available.

The Act further provides that if the contract does not contain the disclosure required by subsection A of § 55-79.97, the purchaser's sole remedy is to cancel the contract prior to settlement.

The Act further provides that the information contained in the resale certificate shall be current as of a date specified on the resale certificate. A resale certificate update or a financial update may be requested as provided in § 55-79.97:1, as appropriate.

The Act further provides that the purchaser may cancel the contract (i) within three days after the date of the contract, if the purchaser receives the resale certificate or is notified that the resale certificate will not be available on or before the date that the purchaser signs the contract; (ii) within three days after receiving the resale certificate or notice that the resale certificate will not be available if the resale certificate is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Postal Service, and a receipt obtained; or (iii) within six days after the postmark date if the resale certificate or notice that the resale certificate will not be available is sent to the purchaser by United States mail. Notice of cancellation shall be provided to the unit owner or his agent by one of the following methods: (a) Hand delivery; (b) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (c) Electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (d) Overnight delivery using a commercial service or the United States Postal Service.

The Act further provides that in the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the unit owner shall cause any deposit to be returned promptly to the purchaser.

The Act further provides that failure to receive a resale certificate shall not excuse any failure to comply with the provisions of the condominium instruments, articles of incorporation, or rules or regulations.

**10. PROPERTY MAINTENANCE AND CONDITION.** Except as otherwise specified herein, Seller will deliver Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of  Date of Offer **OR**  Date of home inspection **OR**  Other: \_\_\_\_\_. Seller will have all utilities in service through Settlement or as otherwise agreed.

Buyer and Seller will not hold Broker liable for any breach of this Paragraph.

Buyer acknowledges, subject to Seller acceptance, that this Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of Property. If Buyer desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.

This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum attached)

**OR**

Buyer waives the opportunity to make this Contract contingent upon home inspection(s).

Buyer acknowledges that except as otherwise specified in this Contract, Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its AS-IS condition as of the date specified above.

**11. ACCESS TO PROPERTY.** Seller will provide Broker, Buyer, inspectors representing Buyer, and representatives of lending institutions for Appraisal purposes reasonable access to the Property to comply with this Contract. In addition, Buyer and/or Buyer's representative will have the right to make walk-through inspection(s) within seven (7) days prior to Settlement and/or occupancy, unless otherwise agreed to by Buyer and Seller.

**12. UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING.** (Check all that apply)

Water Supply:  Public  Private Well  Community Well  
Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_  
Air Conditioning:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_  
Heating:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_  
Sewage Disposal:  Public  Septic for # BR: \_\_\_\_\_  Community Septic  Alternative Septic for # BR: \_\_\_\_\_  
Septic Waiver Disclosure provided by Seller (if applicable) per VA Code § 32.1-164.1:1. State Board of Health septic system waivers are not transferable.

**13. PERSONAL PROPERTY AND FIXTURES.** Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, antennas, exterior trees, and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey; however, all related mounts, brackets and hardware DO convey. If more than one of an item conveys, the number of items is noted.

**The items marked YES below are currently installed or offered.**

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	___	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	___	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	___	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	___	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	___	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	___	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	___	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	___	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	___	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	___	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	___	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	___	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	___	Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>	___	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	___	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	___	Window A/C Unit

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> <input type="checkbox"/> Dishwasher            | <input type="checkbox"/> <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> <input type="checkbox"/> Window Fan        |
| <input type="checkbox"/> <input type="checkbox"/> Disposer              | <input type="checkbox"/> <input type="checkbox"/> Pool, Equip, & Cover | <input type="checkbox"/> <input type="checkbox"/> Window Treatments |
| <input type="checkbox"/> <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> <input type="checkbox"/> Refrigerator         | <input type="checkbox"/> <input type="checkbox"/> Wood Stove        |
| <input type="checkbox"/> <input type="checkbox"/> Fireplace Screen/Door | <input type="checkbox"/> <input type="checkbox"/> w/ ice maker         |   |

**OTHER** \_\_\_\_\_

**FUEL TANKS.**  Fuel Tank(s) Leased # \_\_\_\_\_  Fuel Tank(s) Owned (Fuel Tank(s), if owned, convey) # \_\_\_\_\_. Unless otherwise agreed to in writing, any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Buyer. \_\_\_\_\_

**LEASED ITEMS.** Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT** convey absent an express written agreement by Buyer and Seller. The following is a list of the leased items within Property: \_\_\_\_\_

**14. FIRPTA – WITHHOLDING TAXES FOR FOREIGN SELLER.** Seller is a U.S. citizen or a Lawful Permanent Resident as defined by the Immigration and Nationality Act (Green Card Holder).  Yes **OR**  No. (If No, FIRPTA Addendum Attached)

**15. BUYER’S REPRESENTATIONS.** Buyer  will **OR**  will not occupy Property as Buyer’s principal residence. **Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property.** Buyer acknowledges that Seller is relying upon all of Buyer’s representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker, or the lender by Buyer.

**16. SMOKE DETECTORS.** Seller shall deliver Property with smoke detectors installed and functioning in accordance with the laws and regulations of Virginia.

**17. TARGET LEAD-BASED PAINT HOUSING.** Seller represents that any residential dwellings at Property  were **OR**  were not constructed before 1978. If the dwellings were constructed before 1978, then, unless exempt under 42 U.S.C. 4852d, Property is considered “target housing” under the statute and a copy of the “Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” has been attached and made a part of the Contract as required by law. Buyer  does **OR**  does not waive the right to a risk assessment or inspection of Property for the presence of lead-based paint and/or lead-based paint hazards. If not, a copy of the Sales Contract Addendum for Lead-Based Paint Testing is attached to establish the conditions for a lead-based paint risk assessment or inspections.

**18. WOOD-DESTROYING INSECT INSPECTION.**  None  Buyer at Buyer’s expense **OR**  Seller at Seller’s expense will furnish a written report from a pest control firm dated not more than 90 days prior to Settlement showing that all dwelling(s) and/or garage(s) within Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of live wood-destroying insects and free from visible damage. Any treatment and repairs for damage identified in the inspection report will be made at Seller’s expense and Seller will provide written evidence of such treatment and/or repair prior to date of Settlement which shall satisfy the requirements of this Paragraph.

**19. DAMAGE OR LOSS.** The risk of damage or loss to Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the deed of conveyance to Buyer at Settlement.

**20. TITLE.** The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to ten (10) business days to obtain the title report and survey after which this Contract, at the option of Seller, may be terminated and Deposit will be refunded in full to Buyer according to the terms of the DEPOSIT paragraph. Fee simple title to Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by Buyer.

Seller will convey title which is good, marketable, and insurable by a licensed title insurance company with no additional risk premium. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller's expense. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any, as of Settlement Date. If title is not good and marketable, and insurable by a licensed title insurance company with no additional risk premium, on Settlement Date, Buyer may at Buyer's option either (a) declare the Contract void in writing, or (b) pursue all available legal and equitable remedies. Nothing herein shall prohibit the parties from mutually agreeing to extend Settlement Date under terms acceptable by both parties.

Seller will convey Property by general warranty deed with English covenants of title ("Deed"). The manner of taking title may have significant legal and tax consequences. Buyer is advised to seek the appropriate professional advice concerning the manner of taking title.

Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes Settlement Agent to obtain pay-off or assumption information from any existing lenders. Unless otherwise agreed to in writing, Seller will pay any special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting Property on Settlement Date. Broker is hereby expressly released from all liability for damages by reason of any defect in the title.

**21. NOTICE OF POSSIBLE FILING OF MECHANICS' LIEN.** Code of Virginia Section 43-1 et seq. permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 Days from the last day of the month in which the lienor last performed work or furnished materials; or (ii) 90 Days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

**22. POSSESSION DATE.** Unless otherwise agreed to in writing between Seller and Buyer, Seller will give possession of Property at Settlement, including delivery of keys, key fobs, codes, digital keys, if any. If Seller fails to do so and occupies Property beyond Settlement, Seller will be a tenant at sufferance of Buyer and hereby expressly waives all notice to quit as provided by law. Buyer will have the right to proceed by any legal means available to obtain possession of Property. Seller will pay any damages and costs incurred by Buyer including reasonable attorney fees.

- 23. FEES.** Fees for the preparation of the Deed, that portion of Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of Settlement Agent's fee billed to Buyer, Buyer's legal fees and any other proper charges assessed to Buyer will be paid by Buyer. Fees to be charged will be reasonable and customary for the jurisdiction in which Property is located. Grantor's tax and Regional Congestion Relief Fee (for Alexandria City, Arlington, Fairfax, Loudoun and Prince William Counties and all cities contained within) shall be paid by Seller. Buyer shall pay recording charges for the Deed and any purchase money trusts.
- 24. BROKER'S FEE.** Seller irrevocably instructs Settlement Agent to pay Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the compensation offered by Listing Brokerage to Cooperating Brokerage in writing as of the Date of Offer, and the remaining amount of Broker's compensation to Listing Brokerage.
- 25. ADJUSTMENTS.** Rents, taxes, water and sewer charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the Date of Settlement. Taxes, general and special, are to be adjusted according to the most recent property tax bill(s) for Property issued prior to Settlement Date, except that recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by Seller or allowance made at Settlement. If a loan is assumed, interest will be adjusted to the Settlement Date and Buyer will reimburse Seller for existing escrow accounts, if any.
- 26. ATTORNEY'S FEES.**
- A.** If any Party breaches this Contract and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Contract, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one party to the dispute has breached this Contract, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more parties is a "Substantially Prevailing Party," in which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto.
  - B.** In the event a dispute arises resulting in the Broker (as used in this paragraph to include any agent, licensee, or employee of Broker) being made a party to any litigation by Buyer or by Seller, the Parties agree that the Party who brought Broker into litigation shall indemnify the Broker for all of its reasonable Legal Expenses incurred, unless the litigation results in a judgment against the Broker.
- 27. PERFORMANCE.** Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

**28. DEFAULT.** If Buyer fails to complete Settlement for any reason other than Default by Seller, Buyer shall be in Default and, at the option of Seller, Deposit may be forfeited to Seller as liquidated damages and not as a penalty. In such event, Buyer shall be relieved from further liability to Seller. If Seller does not elect to accept Deposit as liquidated damages, Deposit may not be the limit of Buyer's liability in the event of a Default. Buyer and Seller knowingly, freely and voluntarily waive any defense as to the validity of liquidated damages under this Contract, including Seller's option to elect liquidated damages or pursue actual damages, or that such liquidated damages are void as penalties or are not reasonably related to actual damages.

If Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Buyer, Broker may accept, and Seller agrees to pay, Broker one-half of Deposit in lieu of Broker's Fee (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement).

If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Buyer, Seller shall be in Default and Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages.

If either Seller or Buyer refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including, without limitation, reasonable attorney's fees, incurred by the other party in the litigation. Seller and Buyer agree that no Escrow Agent will have any liability to any party on account of disbursement of Deposit or on account of failure to disburse Deposit, except only in the event of Escrow Agent's gross negligence or willful misconduct. The parties further agree that Escrow Agent will not be liable for the failure of any depository in which Deposit is placed and that Seller and Buyer each will indemnify, defend and save harmless Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse Deposit, except in the case of Escrow Agent's gross negligence or willful misconduct.

If either Buyer or Seller is in Default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for the title examination, Appraisal, survey and the Broker's Fee in full.

**29. OTHER DISCLOSURES.** Buyer and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Buyer and Seller are further advised to seek appropriate professional advice concerning the condition of Property or tax and insurance matters. The following provisions of this Paragraph disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

**A. Property Condition.** Various inspection services and home warranty insurance programs are available. Broker is not advising the parties as to certain other issues, including without limitation: water quality and quantity (including but not limited to, lead and other contaminants); sewer or septic; soil condition; flood hazard areas; possible restrictions of the use of Property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other

documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including but without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, defective drywall, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

- B. Legal Requirements.** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing for such changes to be enforceable.
- C. Financing.** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract. The financing may require substantial lump sum (balloon) payments on the due dates. Buyer has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.
- D. Broker.** Buyer and Seller acknowledge that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector, or other professional service provider. Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to Broker's Fee specified herein, Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.
- E. Property Taxes.** Your property tax bill could substantially increase following settlement. For more information on property taxes, contact the appropriate taxing authority in the jurisdiction where Property is located.
- F. Property Insurance.** Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective Buyer. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.
- G. Title Insurance.** Buyer may, at Buyer's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Buyer's deed, could be subsequently recorded and would adversely affect Buyer's title to Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

Buyer may purchase title insurance at either "standard" or "enhanced" coverage rates. For purposes of owner's policy premium rate disclosure by Buyer's lender(s), if any, Buyer and Seller require that enhanced rates be quoted by Buyer's lender(s). Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of

the title insurer.

**30. ASSIGNABILITY.** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.

**31. DEFINITIONS.**

- A. "Date of Ratification" means the date of Delivery of the final acceptance in writing by Buyer and Seller of all the terms of this Contract to Buyer and Seller (not the date of the expiration or removal of any contingencies).
- B. "Appraisal" means a written appraised valuation of Property.
- C. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
- D. All reference to time of day shall refer to the time of day in the Eastern Time Zone of the United States.
- E. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified.
- F. For "Delivery" see DELIVERY paragraph.
- G. The masculine includes the feminine and the singular includes the plural.
- H. For "Possession Date" see POSSESSION DATE paragraph.
- I. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.
- J. "Notices" ("Notice," "notice," or "notify") means a unilateral communication from one party to another. All Notices required under this Contract will be in writing and will be effective as of Delivery. Written acknowledgment of receipt of Notice is a courtesy but is not a requirement.
- K. "Buyer" and "Purchaser" may be used interchangeably in this Contract and any accompanying addenda or notices.
- L. "Seller Subsidy" is a payment from Seller towards Buyer's charges (including but not limited to loan origination fees, discount points, buy down or subsidy fees, prepaids or other charges) as allowed by lender(s), if any. It is Buyer's responsibility to confirm with any lender(s) that the entire credit provided herein may be utilized. If lender(s) prohibits Seller from the payment of any portion of this credit, then said credit shall be reduced to the amount allowed by lender(s).

**32. MISCELLANEOUS.** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals. Typewritten or handwritten provisions included in this Contract will control all pre-printed provisions that are in conflict.

**33. VOID CONTRACT.** If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a release directing that Deposit be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.

**34. HOME WARRANTY.**  Yes **OR**  No

Home Warranty Policy selected by  Buyer or  Seller and paid for and provided at Settlement by:  Buyer or  Seller. Cost not to exceed \$ \_\_\_\_\_ . Warranty provider to be \_\_\_\_\_



**35. TIME IS OF THE ESSENCE.** Time is of the essence means that the dates and time frames agreed to by the parties must be met. Failure to meet stated dates or time frames will result in waiver of contractual rights or will be a Default under the terms of the Contract.

If this Contract is contingent on financing, and the contingency has not been removed or satisfied, any delay of the Settlement Date necessary to comply with Buyer's lender's obligations pursuant to the RESPA-TILA Integrated Disclosure rule, is not a Default by Buyer; but, Seller may declare the Contract void in writing. Nothing herein shall prohibit the parties from mutually agreeing in writing to extend Settlement Date under terms acceptable by both parties.

**36. ARBITRATION.** Nothing in this Contract shall preclude arbitration under the Code of Ethics and Standards of Practice of the National Association of REALTORS®.

**37. REAL ESTATE LICENSED PARTIES.** The parties acknowledge that \_\_\_\_\_ is an  active **OR**  inactive licensed real estate agent in  Virginia and/or  Other \_\_\_\_\_ and is either the  Buyer **OR**  Seller **OR**  is related to one of the parties in this transaction.

**38. ENTIRE AGREEMENT.** This Contract will be binding upon the parties and each of their respective heirs, executors, administrators, successors, and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the Commonwealth of Virginia.

**39. ADDITIONS.** The following forms, if ratified and attached, are made a part of this Contract. (This list is not all inclusive of addenda that may need to be attached).

- |                              |                             |   |                              |   |
|------------------------------|-----------------------------|---|------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Home Inspection/Radon Testing Contingency |                              |   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Lead-Based Paint Inspection Contingency   |                              |   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Contingency and Clauses                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No Private Well and/or Septic  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Pre-Settlement Occupancy                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No Post-Settlement Occupancy   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Residential Property Disclosure           | <input type="checkbox"/> Yes | <input type="checkbox"/> No Lead-Based Paint Disclosure |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | FHA Home Inspection Notice                | <input type="checkbox"/> Yes | <input type="checkbox"/> No VA/FHA/USDA Financing       |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Conventional Financing                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No Other (specify): _____      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | FIRPTA Addendum                           |                              |   |

**40. DISCLOSURE OF SALES PRICE TO APPRAISER.** Listing Broker and Selling Broker are hereby authorized to release the Sales Price listed in PRICE AND SPECIFIED FINANCING Paragraph to any appraiser who contacts them to obtain the information.

**41. OTHER TERMS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Ratification (see DEFINITIONS)**  
\_\_\_\_\_

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\*\*\*\*\*

**For information purposes only:**

Listing Brokerage's Name and Address:

Cooperating Brokerage's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Brokerage Phone #: \_\_\_\_\_

Brokerage Phone #: \_\_\_\_\_

Bright MLS Broker Code: \_\_\_\_\_

Bright MLS Broker Code: \_\_\_\_\_

VA Firm License #: \_\_\_\_\_

VA Firm License #: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent Phone #: \_\_\_\_\_

Agent Phone #: \_\_\_\_\_

MRIS Agent ID # \_\_\_\_\_

MRIS Agent ID # \_\_\_\_\_

VA Agent License #: \_\_\_\_\_

VA Agent License #: \_\_\_\_\_

Team Name: \_\_\_\_\_

Team Name: \_\_\_\_\_

Team Business Entity License #: \_\_\_\_\_

Team Business Entity License #: \_\_\_\_\_

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REALTOR®

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EQUAL HOUSING OPPORTUNITY

\*\*\*\*\*

**For information purposes only:**

Listing Brokerage's Name and Address:

Cooperating Brokerage's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Brokerage Phone #: \_\_\_\_\_

Brokerage Phone #: \_\_\_\_\_

Bright MLS Broker Code: \_\_\_\_\_

Bright MLS Broker Code: \_\_\_\_\_

VA Firm License #: \_\_\_\_\_

VA Firm License #: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent Phone #: \_\_\_\_\_

Agent Phone #: \_\_\_\_\_

MRIS Agent ID # \_\_\_\_\_

MRIS Agent ID # \_\_\_\_\_

VA Agent License #: \_\_\_\_\_

VA Agent License #: \_\_\_\_\_

Team Name: \_\_\_\_\_

Team Name: \_\_\_\_\_

Team Business Entity License #: \_\_\_\_\_

Team Business Entity License #: \_\_\_\_\_

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Department of Professional and Occupational Regulation

## Virginia Real Estate Board

[http://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](http://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)

# RESIDENTIAL PROPERTY "BUYER BEWARE" DISCLOSURE STATEMENT NOTICE TO SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) governs the information owners must disclose to prospective purchasers of residential real property. Certain residential property transfers are excluded from the requirements (see § 55-518).  
→ THIS DISCLOSURE FORM SHALL BE DELIVERED IN ACCORDANCE WITH § 55-520.

Property Address/

Legal Description: \_\_\_\_\_

1. **CONDITION:** The owner(s) of the real property described above makes no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions as may be recorded among the land records affecting the real property or any improvements thereon, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary including obtaining a home inspection, as defined in § 54.1-500, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
  
2. **ADJACENT PARCELS:** The owner(s) makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, including zoning classification or permitted uses of adjacent parcels, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
  
3. **HISTORIC DISTRICT ORDINANCE(S):** The owner(s) makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary with respect to any historic district designated by the locality pursuant to § 15.2-2306, including review of (i) any local ordinance creating such district, (ii) any official map adopted by the locality depicting historic districts, and (iii) any materials available from the locality that explain (a) any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and (b) the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
  
4. **RESOURCE PROTECTION AREAS:** The owner(s) makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to § 62.1-44.15:74, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.

5. **SEXUAL OFFENDERS:** The owner(s) makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2, and purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
6. **DAM BREAK INUNDATION ZONE(S):** The owner(s) makes no representations with respect to whether the property is within a dam break inundation zone and purchasers are advised to exercise whatever due diligence they deem necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
7. **STORMWATER DETENTION FACILITIES:** The owner(s) makes no representations with respect to the presence of any stormwater detention facilities located on the property, or any maintenance agreement for such facilities, and purchasers are advised to exercise whatever due diligence they deem necessary to determine the presence of any stormwater detention facilities on the property, or any maintenance agreement for such facilities, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
8. **WASTEWATER SYSTEM:** The owner(s) makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and purchasers are advised to exercise whatever due diligence they deem necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
9. **SOLAR ENERGY COLLECTION DEVICE(S):** The owner(s) makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. **SPECIAL FLOOD HAZARD AREAS:** The owner(s) makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) review of any map depicting special flood hazard areas, and (iii) whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
11. **CONSERVATION OR OTHER EASEMENTS:** The owner(s) makes no representations with respect to whether the property is subject to one or more conservation or other easements and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
12. **COMMUNITY DEVELOPMENT AUTHORITY:** The owner(s) makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of Chapter 51 of Title 15.2 and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to § 15.2-5157, but in any event, prior to settlement pursuant to such contract.



## UNDERSTANDING YOUR RIGHTS AND RESPONSIBILITIES UNDER THE VIRGINIA RESIDENTIAL DISCLOSURE ACT

The Virginia Residential Disclosure Act (the "Act") (Code of Virginia Sections 55-517 et seq. \*) requires real estate licensees to inform their clients about the responsibilities of owners/sellers and buyers under the Act. Your agent has given you this form to help you understand those rights and responsibilities. Your agent can answer any questions you may still have after you read this form and can provide you with a copy of the Act, if you request it.

The Act applies to the sale, exchange, installment sale, or lease with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to all transactions, however you can read the complete list of exemptions in Section 55-518 of the Act. Some of the exemptions include transfers pursuant to certain court orders; transfers by foreclosure or in bankruptcy; transfers between co-owners or spouses; transfers between parents and grandparents and their children or grandchildren; tax sales; and transfers by governmental or housing authorities. Sales of new homes are exempt, with some exceptions as described below.

The Act requires the owner to give the buyer a form developed by the Virginia Real Estate Board, called the "Residential Property Disclosure Statement" (the "Statement"). The Statement has information that can help the buyer make a more knowledgeable decision about purchasing a property, and contains both disclaimers and disclosures by the owner. The Statement will direct buyers to the RESIDENTIAL PROPERTY DISCLOSURES web page ([http://www.dpor.virginia.gov/News/Residential\\_Property\\_Disclosures/](http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/)) for important information about the real property. Buyers are advised to consult the webpage.

First, the owner states that the property and all improvements are being sold "as is," thus disclaiming any warranties or representations as to the condition of the property or its improvements. This includes the existence of any covenants and restrictions which could affect the property or improvements. The Statement advises the buyer to use whatever due diligence the buyer thinks necessary, including home and other inspections or examinations as specified in the purchase contract, to determine the condition of the property. The buyer must complete all such inspections prior to settlement.

In addition, the owner makes no representations about any property that may be adjacent to the owner's property including zoning classification or permitted uses of adjacent parcels. The buyer has the responsibility to inquire about the status of any adjacent parcels, using whatever due diligence the buyer deems necessary to satisfy any questions about such adjacent land. The buyer must also conclude all those types of inquiries prior to settlement.

These two initial 'disclaimers' are then followed by a series of declarations about other factors that may affect the property. In each of those declarations, the seller informs the buyer that the owner either makes no representations as to the individual matters asserted:

The owner makes no warranties or representations concerning the:

- Existence of any historic district ordinances affecting the property;

\*All references are to the Code of Virginia, 1950, as Amended, unless otherwise specified.

- Existence of any resource protection areas on the property that might have been created by an ordinance implementing the Chesapeake Bay Preservation Act (Section 10.1 – 2100 et seq.) adopted by the locality where the property is situated, pursuant to Section 10.1 – 2109).
- Proximity of, or any information concerning, sexual offenders registered under Chapter 23 of Title 19.2 (Section 19.2-387 et seq.);
- Whether the property is within a dam break inundation zone;
- Presence of any stormwater detention facilities located on the property;
- Presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto including costs, located on the property.
- Right to install or use solar energy collection devices on the property.

In the next paragraph, the owner positively represents that no pending actions or violations exist under the Statewide Building Code (Section 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the property of which the owner has been informed in writing, or of any pending violation of local zoning ordinances that have not been terminated or remedied within the time period specified by the locality issuing the violation. This portion of the Statement remains on the form provided by DPOR as it requires an affirmative statement.

In each case, the buyer should exercise whatever due diligence the buyer deems necessary, including reviews of local maps, zoning ordinances, the Virginia sex offender registry (contact the local police department, or visit [www.vsp.state.va.us](http://www.vsp.state.va.us)), inspection reports or other sources of information, all in accordance with the contract's terms and conditions.

There are some "Additional Written Disclosure Requirements" which may apply to the sale and purchase of a property, depending on certain factors unique to that property. If applicable to the transaction, the owner has the obligation to inform the buyer that:

- Section 55-518.B contains disclosures concerning the first sale of a residential property; the builder of the new property has the duty to provide the buyer with the disclosures required under that section if the property is a new home;
- If the property is located wholly or partially in Planning District 15, the builder or owner of the property must inform the buyer in writing whether the builder or owner has any knowledge of any mining activities that may have taken place on the property in the past, and the presence of any abandoned mines, shafts or pits. (This provision applies only to properties located in Planning District 15. Properties located in the geographic area served by NVAR are not located in Planning District 15.)
- Section 55-519.1 contains disclosures required when the property is located in any area where there is a military air installation. (This provision applies to certain localities in the Hampton Roads region; it does not include properties located in the geographic area served by NVAR.)
- If the seller has been operating the septic system under a waiver, then the buyer must be informed that the waiver will not convey to the new owner (see Section 32.1-164.1:1).
- The seller must always comply with the provisions of the Virginia Condominium Act (Section 55-79.39 et seq.), the Virginia Cooperative Act (Section 55-424 et seq.) and the

\*All references are to the Code of Virginia, 1950, as Amended, unless otherwise specified.



Virginia Property Owners' Association Act (Section 55-508 et seq.), as applicable, as further described in the contract.

The owner must provide the buyer with the completed, signed Statement prior to contract acceptance (ratification). The Statement may be included in the contract, in an addendum or in a separate document. If the owner fails to deliver the Statement prior to ratification, the buyer has the right to terminate the contract at or prior to the earliest of the following:

- 3 days after delivery if the Statement is delivered in person;
- 5 days after the date of the postmark if the Statement was sent by U.S. mail, postage prepaid and properly addressed to the buyer;
- at settlement;
- upon occupancy;
- on the buyer's written application to a lender for a mortgage loan if the application contains a disclosure that the right to terminate the contract ends upon loan application;
- Buyer signs a written waiver of the right to terminate under this Act, when the waiver is not part of the purchase contract, after the buyer has received a signed copy of the Statement.

Should the buyer choose to terminate the contract under this Act, the buyer must give the owner written notice under the same time periods as above. The buyer can deliver the written termination notice by hand or by U.S. mail, postage prepaid or electronically with a receipt and properly addressed to owner. A buyer who terminates the contract in compliance with the Act can not be penalized and the buyer's deposit must be returned promptly.

Unless the owner is grossly negligent, or willfully or negligently misrepresents information in the Statement, he or she is not responsible for any error, inaccuracy or omission in the Statement. The owner can reasonably rely on information from public agencies, from public officials or employees, and from informational reports prepared by licensed engineers, land surveyors, geologists, wood-destroying insect experts, contractors or home inspection experts. Also, if the buyer, in the course of performing his or her due diligence, receives information directly from a public agency, government official or employee, or from the types of experts listed above, and the buyer informs the person or agency that the buyer intends to rely on that information pursuant to this Act, then the owner is relieved of any further responsibility related to the information given to the buyer or for such information found in the Statement.

Finally, if the owner learns of any material changes related to the information provided in the Statement or if any of the information becomes inaccurate due to something that happens after the Statement is delivered to the buyer, the owner must give the buyer the updated information at or prior to settlement. The owner has not violated the Act if such a change occurs. If there are no such changes, at settlement the owner must certify to the buyer that the Statement remains accurate, and that the property condition remains substantially the same as at the time the owner completed the Statement.



FIRPTA ADDENDUM  
WITHHOLDING TAXES FOR FOREIGN SELLER

THE PARTIES ARE ADVISED TO SEEK LEGAL AND/OR  
TAX ADVICE AT THE EARLIEST OPPORTUNITY

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_,  
between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the  
purchase and sale of Property: \_\_\_\_\_

The following provisions are incorporated into and made a part of this Contract:

Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act (FIRPTA). The parties agree to cooperate with each other to effectuate the following statutory requirements: Buyer is required to withhold 15% of the Sales Price on behalf of the Seller for the transfer if that amount exceeds \$1 million. If the Sales Price for the transfer is \$1 million or less and the Buyer will use the property as his primary residence, then the Internal Revenue Code (IRC) may allow Buyer to withhold 10% of the Sales Price. Buyer is required to pay the withheld amount to the Internal Revenue Service (IRS) and file an IRC form which includes both Seller and Buyer tax identification numbers.

There may be an exemption from withholding or a limitation on the amount to be withheld.

If Seller's proceeds are not sufficient to cover the withholding obligations, Seller shall provide at Settlement, cash equal to such excess for purpose of making such withholding payment.

Except as modified by this Addendum, all of the terms and provisions of this Contract are hereby expressly ratified and confirmed and will remain in full force and effect.

SELLER:

\_\_\_\_\_  
Date / Signature  
\_\_\_\_\_  
Date / Signature  
\_\_\_\_\_  
Date / Signature  
\_\_\_\_\_  
Date / Signature

BUYER:

\_\_\_\_\_  
Date / Signature  
\_\_\_\_\_  
Date / Signature  
\_\_\_\_\_  
Date / Signature  
\_\_\_\_\_  
Date / Signature

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# SALE: DISCLOSURE AND ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

For the sale of the Property at: \_\_\_\_\_

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure (initial)

\_\_\_\_\_/\_\_\_\_\_  
(a) Presence of lead-based paint and/or lead-based paint hazard (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_  
 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_/\_\_\_\_\_  
(b) Records and Reports available to the seller (check one below):  
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

\_\_\_\_\_/\_\_\_\_\_  
(c) Purchaser has received and had an opportunity to review copies of all information listed above.  
\_\_\_\_\_/\_\_\_\_\_  
(d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.  
\_\_\_\_\_/\_\_\_\_\_  
(e) Purchaser has (check one below):  
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Sales Associates' Acknowledgments (initial)

\_\_\_\_\_/\_\_\_\_\_  
(f) Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller of the Sellers' obligations under this law as evidenced by Seller and Purchaser having completed this form.

### Certification of Accuracy

The undersigned have reviewed the information above and certify that to the best of their knowledge the information they have provided is true and accurate.

SELLER:

PURCHASER:

\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
\_\_\_\_\_/\_\_\_\_\_  
Date Signature of Listing Associate

\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
\_\_\_\_\_/\_\_\_\_\_  
Date Signature of Selling Associate



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### NOTICE VOIDING CONTRACT

This Notice Voiding Contract is given on \_\_\_\_\_, in accordance with the sales contract ("Contract") ratified on \_\_\_\_\_, between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_

The undersigned party ("Notifying Party") hereby gives this written Notice Voiding Contract to [select one]:  Seller OR  Purchaser ("Notified Party") as follows:

Notifying Party hereby declares the Contract void as permitted pursuant to paragraph \_\_\_\_\_ of the Contract OR paragraph \_\_\_\_\_ of \_\_\_\_\_ Addendum.

Important information regarding this Notice:

1. To be effective, Notifying Party must Deliver this Notice to Notified Party or their authorized agent pursuant to the DELIVERY paragraph of the Contract.
2. This Notice is not a substitute for a release, nor does it authorize the disbursement of any earnest money deposit regarding the Contract. In order for both parties to be released from any and all responsibility or liability under the Contract, a separate release must be executed. A release or other written authorization must be executed by both parties to disburse Deposit under the Contract.
3. Seller and Purchaser will comply with the terms of the VOID CONTRACT paragraph of the Contract.
4. Notifying Party's termination hereunder is not a waiver of any right or remedy under the Contract. This termination is not an election or limitation of Notifying Party's right to rely on any other right or remedy provided by the Contract and/or applicable law.

This Notice Voiding Contract is given by the undersigned [select one]:  Seller OR  Purchaser

#### NOTIFYING PARTY:

_____ Date	_____ Signature	_____ Date	_____ Signature
_____ Date	_____ Signature	_____ Date	_____ Signature

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### RELEASE OF SALES CONTRACT AND DEPOSIT

This release of sales contract and deposit ("Release") as of \_\_\_\_\_, between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") through \_\_\_\_\_ ("Listing Company") and \_\_\_\_\_ ("Selling Company") provides as follows:

1. By a sales contract ratified on \_\_\_\_\_ ("Contract"), Purchaser agreed to purchase and Seller agreed to sell the Property: \_\_\_\_\_
2. Seller and Purchaser wish to terminate entirely all of their respective rights and obligations arising under Contract. Now, therefore, the parties to this Release agree as follows:
  - A. Seller and Purchaser mutually terminate entirely all of their respective rights and obligations arising under Contract.
  - B. Seller and Purchaser mutually release and fully discharge each other from all and all claims, demands, damages, actions, or liability of any kind and nature whatsoever for an account of, based on, or growing out of the negotiation, execution, performance, termination and release of Contract, both as to all matters and things now known or unknown, and as to all matters and things which may hereafter be discovered.
  - C. The entire Deposit made by Purchaser and held in escrow under Contract shall be disbursed as follows:
    - \$ \_\_\_\_\_ to Purchaser;
    - \$ \_\_\_\_\_ to Listing Company; \$ \_\_\_\_\_ to Selling Company.
  - D. The costs incurred for the title examination, appraisal and survey will be the responsibility of  Purchaser OR  Seller unless stated otherwise in this Release.
  - E. The Release shall be construed, interpreted, and applied according to the law of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.
  - F. This Release constitutes the entire understanding among the parties and may not be modified or changed except by written instrument executed by the participating parties, and all parties understand its contents and execute it solely for the consideration herein described and without any other representation, promise, undertaking, or agreement of any kind whatsoever.
  - G. This Release does not affect any liability Seller or Purchaser may have for the payment of brokerage fees or compensation to their respective broker, which is governed by separate brokerage agreements.

(THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEE A COMPETENT LEGAL ADVICE BEFORE SIGNING)

**SELLER:**

**PURCHASER:**

\_\_\_\_\_  
Date / / Signature

\_\_\_\_\_  
Date / / Signature

\_\_\_\_\_  
Date / / Signature

\_\_\_\_\_  
Date / / Signature

\_\_\_\_\_  
Date / / Signature

\_\_\_\_\_  
Date / / Signature



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**EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT**

This Exclusive Right to Represent Buyer Agreement (“Agreement”) is made on \_\_\_\_\_ (Date) by and between \_\_\_\_\_ (“Buyer”) and (Insert Firm Name) \_\_\_\_\_ (“Broker”).

- 1. **APPOINTMENT OF BROKER** In consideration of services and facilities, Broker is hereby granted the right to represent Buyer in the acquisition of real property.
- 2. **BUYER’S REPRESENTATIONS** Buyer represents that as of the commencement date of this Agreement, Buyer is not a party to a buyer representation agreement with any other brokerage firm. Buyer further represents that Buyer has disclosed to Broker information about any properties that Buyer has previously visited at any new homes communities or resale open houses, or that Buyer has been shown by any other real estate sales associate(s) in any area where Buyer seeks to acquire property under this Agreement.
- 3. **NOTICES** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

**Buyer**

Mailing Address: \_\_\_\_\_  
City, State, and ZIP Code: \_\_\_\_\_  
Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Email: \_\_\_\_\_

**Broker (Firm)**

Mailing Address: \_\_\_\_\_  
City, State, and ZIP Code: \_\_\_\_\_  
Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Email: \_\_\_\_\_

- 4. **TERM AND TERMINATION** This Agreement commences when signed and, subject to the COMPENSATION paragraph, expires at 11:59 p.m. on \_\_\_\_\_ (“Expiration Date”). Either party may terminate this Agreement prior to the Expiration Date by notice to the other. In the event Buyer wishes to terminate this Agreement prior to the Expiration Date, without good cause, Buyer shall compensate Broker \$ \_\_\_\_\_ (“Early Termination Fee”), in addition to any compensation otherwise due pursuant to this Agreement.
- 5. **BROKER’S DUTIES** Broker shall promote the interests of Buyer by: (a) performing the terms of the brokerage agreement; (b) seeking a property at a price and terms acceptable to Buyer; (c) presenting in a timely manner all written offers or counteroffers to and from Buyer; (d) disclosing to Buyer all material facts related to the property or concerning the transaction of which they have actual knowledge; (e) accounting for in a timely manner all money and property received in which Buyer has or may have an interest. Unless otherwise provided by law or Buyer consents in writing to the release of the information, Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Buyer, if that information is received from Buyer during the brokerage relationship. In satisfying these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective sellers honestly and not knowingly give them false information. In addition, Broker may: show the same property to other buyers; represent other buyers on the same or different properties; represent sellers relative to other properties; or provide assistance to a seller or prospective seller by

performing ministerial acts that are not inconsistent with Broker's duties under this Agreement. Buyer acknowledges that seller or seller's representative may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by a written confidentiality agreement between the parties.

- 6. BUYER'S DUTIES Buyer shall: (a) work exclusively with Broker during the term of this Agreement; (b) pay Broker, directly or indirectly, the compensation set forth below; (c) comply with the reasonable requests of Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; and (d) be available during Broker's regular working hours to view properties.

Buyer is advised against and assumes responsibility for taking, posting, publishing or displaying any photo or video recording of any property without first obtaining seller's prior written consent. Buyer hereby releases and holds harmless Broker, Broker's designated agents, sales associates and employees from any liability which may result therefrom. Buyer also acknowledges that seller may have a video and/or audio recording system in the property, even if prior disclosure is not made.

- 7. PURPOSE Buyer is retaining Broker to acquire the following type of property: \_\_\_\_\_

8. COMPENSATION

A. Retainer Fee. Broker acknowledges receipt of a retainer fee in the amount of \$\_\_\_\_\_ which  shall OR  shall not be subtracted from any compensation due Broker under this Agreement. The retainer fee is non-refundable and is earned when paid.

B. Payment. Buyer shall pay compensation in the amount of \_\_\_\_\_ ("Broker's Fee") to Broker if Buyer enters into a contract to acquire real property during the term of this Agreement and goes to settlement on that contract any time thereafter. In most cases, seller pays Broker's Fee, but in the event seller does not pay any or all of the amount due, Buyer hereby agrees to pay any and all remaining Broker's Fee due to the Buyer's Broker. Broker may retain any additional compensation offered by the seller or seller's representative, even if this causes the compensation paid to Broker to exceed the fees specified above.

Broker's Fee shall also be earned, due and payable by Buyer under either of the following circumstances:

- 1. If, within \_\_\_\_\_ days after expiration or Buyer's early termination of this Agreement, Buyer enters into a contract to acquire any real property of the type discussed in the PURPOSE paragraph, unless Buyer has entered into a subsequent Buyer Broker Agreement with another real estate broker; OR
- 2. If, having entered into an enforceable contract to acquire real property during the term of this Agreement, Buyer defaults under the terms of that contract.

Any obligation incurred under this Agreement on the part of Buyer to pay Broker's Fee shall survive the term of this Agreement.

- 9. RELOCATION PROGRAM Buyer is participating in any type of relocation program  Yes OR  No.

If "Yes": (a) the program is named: \_\_\_\_\_, Contact Name: \_\_\_\_\_ Contact Information: \_\_\_\_\_

and (b) terms of the program are: \_\_\_\_\_  
\_\_\_\_\_

If "No" or Buyer has failed to list a specific relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.

**10. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT**

**Seller representation** occurs when sellers contract to use the services of their own broker (known as a listing agent) to act on their behalf.

**Buyer representation** occurs by virtue of this Agreement. (Note: Broker may assist a seller or prospective seller by performing ministerial acts that are not inconsistent with Broker's duties as Buyer's agent under this Agreement.)

**Designated representation** occurs when a buyer and seller in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the BROKER'S DUTIES paragraph. The broker remains a dual representative.

Buyer does not consent to designated representation thus Buyer does not allow Broker to show properties owned by a seller represented by this Broker through another designated representative associated with the firm. **OR**

Buyer consents to designated representation and the Buyer allows Broker to show properties owned by a seller represented by this Broker through another designated representative associated with the firm.

**Dual representation** occurs when the same Broker and the same sales associate represent both the buyer and seller in one transaction. In the event of dual representation, Broker shall be bound by confidentiality requirements for each client, set forth in the BROKER'S DUTIES paragraph.

Buyer does not consent to dual representation thus Buyer does not allow Broker to show properties owned by a seller represented by this Broker through the same representative **OR**

Buyer consents to dual representation and thus Buyer allows Broker to show properties owned by a seller represented by this Broker through the same representative.

**An additional disclosure is required before designated or dual representation is to occur for a specific transaction.**

**11. COMPLIANCE WITH FAIR HOUSING LAWS** Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

**12. ATTORNEYS' FEES** If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any



judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more of the Parties is a “Substantially Prevailing Party”, in which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. “Party” as used in this paragraph includes any third party beneficiary identified herein. “Legal Expenses” as used in this paragraph includes attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

13. The Buyer  does **OR**  does not hold an active or inactive real estate license.

#### 14. DISCLAIMERS

**Professional Services** Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters.

**Megan’s Law** Buyer should exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804)674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

**Wire Fraud** Buyer should never transmit nonpublic personal information, such as credit or debit card, bank account or routing numbers, by email or other unsecured electronic communication. There are numerous e-mail phishing scams that involve fraudulent requests to wire funds in conjunction with a real estate transaction. If Buyer receives any electronic communication directing the transfer of funds or to provide nonpublic personal information, even if that electronic communication appears to be from a representative of Broker, do not respond. Such requests, even if they may otherwise appear to be from Broker, could be part of a scheme to defraud Buyer by misdirecting the transfer of funds or using Buyer’s identity to commit a crime. If Buyer should receive wiring instructions via electronic means that appear to be from a legitimate source involved in Buyer’s real estate transaction, Buyer should verify - using contact information other than that provided in the communication - that the instructions were sent by an actual representative of the requesting company. Conversely, if Buyer has provided wiring instructions to a third party, it is important to confirm with the representative of said company that the wire instructions are not to be substituted without Buyer’s verified written consent. When wiring funds, never rely exclusively on an e-mail, fax or text communication.

**Service Provider Referrals.** Broker or one of Broker’s sales associates may refer a service provider to assist Buyer in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Buyer is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Buyer. Buyer is free to reject any referred service provider for any or no reason.

15. **MISCELLANEOUS** This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between the parties. This Agreement can only be modified in writing when signed by both parties. The laws of Virginia shall govern the validity, interpretation and enforcement of the Agreement.

16. OTHER PROVISIONS \_\_\_\_\_

(NOTE: Buyer should consult with Buyer Agent before visiting any resale or new homes or contacting any other Real Estate Agents representing sellers, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)

\_\_\_\_\_/\_\_\_\_\_  
Date Buyer

\_\_\_\_\_/\_\_\_\_\_  
Date Broker/Sales Manager

\_\_\_\_\_/\_\_\_\_\_  
Date Buyer

\_\_\_\_\_/\_\_\_\_\_  
Date Buyer

\_\_\_\_\_/\_\_\_\_\_  
Date Buyer

\*\*\*\*\*

**Buyer Agent Contact Information**

Buyer's Agent: \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Supervising Broker Contact Information**

Broker Name: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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### DISCLOSURE OF BROKERAGE RELATIONSHIP FOR UNREPRESENTED PARTY(IES)

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee \_\_\_\_\_ (Broker or Salesperson) associated with \_\_\_\_\_ (Brokerage Firm) represents only the following party in a residential real estate transaction for the sale or lease of \_\_\_\_\_ (Property):

- Seller(s)      OR       Landlord(s)
- Buyer(s)      OR       Tenant(s)

#### SELLER/LANDLORD

#### BUYER/TENANT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date / \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date / \_\_\_\_\_  
Signature

#### SELLER/LANDLORD

#### BUYER/TENANT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date / \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date / \_\_\_\_\_  
Signature



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## CONVENTIONAL FINANCING AND APPRAISAL CONTINGENCY ADDENDUM

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_.

1. **SPECIFIED FINANCING** "Specified Financing" means the terms set forth in Paragraphs 2A and 2B of this Contract and the following loan terms:
  - A. **First Trust.** Buyer will  **Obtain OR**  **Assume** a  **Fixed OR** an  **Adjustable** rate First Deed of Trust loan amortized over \_\_\_\_\_ years. The interest rate for this loan is at an (initial) interest rate not to exceed \_\_\_\_\_% per year.
  - B. **Second Trust.** Buyer will  **Obtain OR**  **Assume** a  **Fixed OR** an  **Adjustable** rate Second Deed of Trust loan amortized over \_\_\_\_\_ years. The interest rate for this loan is at an (initial) interest rate not to exceed \_\_\_\_\_% per year.
2. **ALTERNATIVE FINANCING.** This financing contingency shall not apply to any Alternative Financing. "Alternative Financing" means any change to the financing terms in the Specified Financing, including but not limited to Down Payment amount, the amount financed, loan type (i.e., Conventional, FHA, VA, USDA or Other), term of any loan, interest rate, or loan program (i.e., assumption, fixed or adjustable rate).

Buyer may substitute Alternative Financing for the Specified Financing. However, Buyer shall obtain Seller's written consent and shall execute a new financing addendum (if applicable) if Buyer wishes to retain the protection of a financing contingency. Should Buyer pursue Alternative Financing without Seller's written consent, Buyer shall waive the protection of this financing contingency.

Buyer's substitution of lender(s) to which written application has been made under Paragraph 2D of this Contract shall not: (a) constitute a change in the Specified Financing; or (b) constitute Buyer Default provided there is no additional expense to Seller and Settlement Date is not delayed.

(Select Paragraph 3 OR 4)

### 3. FINANCING CONTINGENCY WITH AUTOMATIC EXTENSION.

- A. This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification ("Financing Deadline") written conditional commitment(s) for Specified Financing.
- B. If Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this contingency will continue up to, and including, Settlement Date. However, upon expiration of Financing Deadline, Seller may at Seller's option Deliver Notice to Buyer that Buyer has three (3) days to void the Contract. If Buyer does not void the Contract within three (3) days following Delivery of Seller's Notice, this financing contingency is removed and the Contract will remain in full force and effect without this financing contingency.
- C. Buyer may void this Contract by Delivering to Seller, prior to the satisfaction or removal of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.

D. Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

#### 4. FINANCING CONTINGENCY WITH AUTOMATIC EXPIRATION.

A. This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.

B. If the Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this financing contingency will expire.

C. Buyer may void this Contract by delivering to Seller, prior to the satisfaction or expiration of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.

D. Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

5. **APPRAISAL CONTINGENCY.** This Contract  is contingent **OR**  is not contingent upon an Appraisal pursuant to this paragraph. Buyer shall have until 9 p.m. \_\_\_\_\_ Days (minimum of 21 days recommended) following the Date of Ratification to obtain an Appraisal (“Appraisal Deadline”). In the event that neither box is checked, this Contract is contingent upon an Appraisal pursuant to this paragraph and the Appraisal Deadline is the Financing Deadline set forth above. Buyer shall provide Notice to Seller by the Appraisal Deadline, as follows:

A. The Appraisal is equal to or greater than the Sales Price. This contingency has been satisfied and removed. The parties shall proceed to Settlement; **OR**

B. The Appraisal is equal to or greater than the Sales Price. However, Buyer elects not to proceed with consummation of this Contract because Property does not satisfy the lender(s) requirements, the Appraisal does not allow for the Specified Financing or Property is inadequate collateral. Such Notice must be accompanied by a written denial of the financing showing written evidence of the lender(s)’s decision concerning Property. Buyer must provide such written evidence concurrently with Buyer’s Notice of election not to proceed; **OR**

C. The Appraisal is not equal to or greater than the Sales Price and Buyer elects not to proceed with consummation of this Contract unless Seller elects to lower the Sales Price to the appraised value. Buyer’s Notice shall include a copy of the written statement setting forth the appraised value of Property. It will be Seller’s option to lower the Sales Price to the appraised value and the parties shall proceed to Settlement at the lower Sales Price. If Seller does not make this election, the parties may agree to mutually acceptable terms. Each election must be made by Notice within 3 Days after Notice from the other party. The parties will immediately sign any appropriate amendments. If the parties fail to agree, this Contract will become void; **OR**

D. Buyer elects to proceed with consummation of this Contract without regard to the Appraisal. The parties shall proceed to Settlement.

If Buyer fails to give Seller Notice by the Appraisal Deadline, this contingency will continue, unless Seller at Seller’s option gives Notice to Buyer that this Contract will become void. If Seller delivers

such Notice, this Contract will become void at 9 p.m. on the third day following Delivery of Seller's Notice, unless prior to such date and time Buyer delivers the required Notice.

**6. LENDER REQUIRED REPAIRS.** If, as a condition of providing financing under this Contract, the lender(s) requires repairs to be made to Property, then Buyer will give Notice to Seller of the lender(s)'s required repairs. Within 5 Days after such Notice, Seller will give Notice to Buyer as to whether Seller will make the repairs. If Seller will not make the repairs, Buyer will give Notice to Seller within 5 Days after Seller's Notice as to whether Buyer will make the repairs. If neither Seller nor Buyer will make the repairs, then this Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING; PERSONAL PROPERTY AND FIXTURES; WOOD-DESTROYING INSECT INSPECTION; or in the Private Well and/or Septic System Addendum or any terms specifically set forth in this Contract and any addenda.

**SELLER:**

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

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Date      Signature

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### FHA FINANCING CONTINGENCY ADDENDUM

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_

**NOTICE: The parties should not include a separate appraisal contingency in this Contract, since the federally mandated appraisal language for FHA loans is contained in the FHA Amendatory Clause below.**

**1. SPECIFIED FINANCING** "Specified Financing" means the terms set forth in Paragraphs 2A and 2B of this Contract and the following loan terms:

**A. First Trust.** Buyer will  Obtain OR  Assume a  Fixed OR an  Adjustable rate First Deed of Trust loan amortized over \_\_\_\_\_ years. The interest rate for this loan is at an (initial) interest rate not to exceed \_\_\_\_\_% per year.

**B. Second Trust.** Buyer will  Obtain OR  Assume a  Fixed OR an  Adjustable rate Second Deed of Trust loan amortized over \_\_\_\_\_ years. The interest rate for this loan is at an (initial) interest rate not to exceed \_\_\_\_\_% per year.

Buyer shall pay upfront and monthly mortgage insurance premiums ("MIP") as required by FHA regulations. Subject to lender's approval, Buyer reserves the right to finance any upfront MIP, in which event such amount shall be added to the loan amount.

Assumption fee, if any, and all charges related to the assumption will be paid by Buyer. If Buyer assumes Seller's loan(s), Buyer and Seller  will OR  will not obtain a release of Seller's liability to the U.S. Government for the repayment of the loan by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

**2. ALTERNATIVE FINANCING.** This financing contingency shall not apply to any Alternative Financing. "Alternative Financing" means any change to the financing terms in the Specified Financing, including but not limited to Down Payment amount, the amount financed, loan type (i.e., Conventional, FHA, VA, USDA or Other), term of any loan, interest rate, or loan program (i.e., assumption, fixed or adjustable rate).

Buyer may substitute Alternative Financing for the Specified Financing. However, Buyer shall obtain Seller's written consent and shall execute a new financing addendum (if applicable) if Buyer wishes to retain the protection of a financing contingency. Should Buyer pursue Alternative Financing without Seller's written consent, Buyer shall waive the protection of this financing contingency.

Buyer's substitution of lender(s) to which written application has been made under Paragraph 2D of this Contract shall not: (a) constitute a change in the Specified Financing; or (b) constitute Buyer Default provided there is no additional expense to Seller and Settlement Date is not delayed.

**(Select Paragraph 3 OR 4)**

**3. FINANCING CONTINGENCY WITH AUTOMATIC EXTENSION.**

**A.** This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification ("Financing Deadline") written conditional commitment(s) for Specified Financing.

- B.** If Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this contingency will continue up to and including Settlement Date. However, upon expiration of Financing Deadline, Seller may at Seller's option Deliver Notice to Buyer that Buyer has three (3) days to void the Contract. If Buyer does not void the Contract within three (3) days following Delivery of Seller's Notice, this financing contingency is removed, and the Contract will remain in full force and effect without this financing contingency.
- C.** Buyer may void this Contract by Delivering to Seller, prior to the satisfaction or removal of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D.** Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

#### 4. FINANCING CONTINGENCY WITH AUTOMATIC EXPIRATION.

- A.** This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification ("Financing Deadline") written conditional commitment(s) for Specified Financing.
- B.** If the Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this financing contingency will expire.
- C.** Buyer may void this Contract by delivering to Seller, prior to the satisfaction or expiration of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D.** Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

#### 5. APPRAISAL PROVISIONS.

- A. FHA Amendatory Clause.** It is expressly agreed that notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of Property or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of Property of not less than \$\_\_\_\_\_. Buyer shall have the privilege and option to proceed with consummation of this Contract without regard to the amount of the appraised value. The appraised value is arrived at to determine the maximum mortgage the Department of Housing and Urban Development ("HUD") will insure. HUD does not warrant the value or the condition of Property. Buyer should satisfy himself/herself that the price and condition of Property are acceptable.

NOTICE: The dollar amount to be inserted in the Amendatory Clause is the purchase price as stated in this Contract. If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new Amendatory Clause is not required.

- B. Procedure in the event of a low appraisal.** In the event that the written statement setting forth the appraised value of Property ("Written Statement") indicates a value less than the Sales Price,



Buyer shall Deliver Notice to Seller (1) stating that Buyer elects to proceed to Settlement at the Sales Price in the Contract; or (2) requesting that Seller change the Sales Price to a specified lower amount of not less than the appraised value ("Buyer's Notice"); or (3) voiding this Contract based on the low appraisal. Buyer's Notice shall include a copy of the Written Statement. In the event Buyer's Notice requests a price reduction, Notices delivered subsequent to the delivery of Buyer's Notice shall be treated as follows:

Within three Days after Notice Delivery from one party, the other party may:

- 1) Deliver Notice accepting the terms contained in the other party's Notice; **OR**
- 2) Deliver Notice continuing negotiations by making another offer; **OR**
- 3) Deliver Notice that this Contract shall become void at 9:00 p.m. on the third Day following Delivery, unless the recipient Delivers to the other party Notice of acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

**FAILURE OF EITHER PARTY TO RESPOND WITHIN THREE DAYS OF NOTICE DELIVERY WILL RESULT IN THIS CONTRACT BECOMING VOID.**

6. **WOOD-DESTROYING INSECT INSPECTION.** Fences and outbuildings shall be included in the inspection and certification.
7. **LENDER REQUIRED REPAIRS.** If, as a condition of providing financing under this Contract, the lender requires repairs to be made to Property, then Buyer will give Notice to Seller of the lender's required repairs. Within five Days after such Notice, Seller will give Notice to Buyer as to whether Seller will make the repairs. If Seller will not make the repairs, Buyer will give Notice to Seller within five Days after Seller's Notice as to whether Buyer will make the repairs. If neither Seller nor Buyer will make the repairs, then this Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING; PERSONAL PROPERTY AND FIXTURES; or WOOD-DESTROYING INSECT INSPECTION; or in the Private Well and/or Septic System Addendum or any terms specifically set forth in this Contract and any addenda.
8. **CERTIFICATION.** Seller, Buyer and Broker(s) hereby certify that the terms of this Contract to which this Addendum is attached are true to the best of their knowledge and belief. Any other agreement(s) entered into between the parties with respect to the purchase and sale of Property has been fully disclosed and is attached to the Contract.
9. **FHA REQUIRED NOTICE.** Buyer acknowledges receipt of HUD form #92564-CN entitled: For Your Protection: Get a Home Inspection.

**BUYER'S INITIALS:** \_\_\_\_\_ / \_\_\_\_\_

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\*\*\*\*\*

**AGENT/BROKER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

**AGENT/BROKER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

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**SELLER'S NOTICE REQUESTING REMOVAL OF FINANCING CONTINGENCY**

This Notice is given on \_\_\_\_\_, in accordance with a sales contract ("Contract") ratified on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_

The Contract referenced above is contingent pursuant to the Conventional, VA, or FHA Financing Addendum. Seller hereby provides Notice to Buyer as follows:

Buyer has three days following Delivery of this Notice to void the Contract, otherwise the Financing Contingency will expire and the Contract will remain in full force and effect with no Financing Contingency.

**SELLER:**

_____ Date	_____ Signature	_____ Date	_____ Signature
_____ Date	_____ Signature	_____ Date	_____ Signature

EDUCATIONAL VERSION

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### BUYER'S NOTICE TO REMOVE THE FINANCING CONTINGENCY

This Notice is given on \_\_\_\_\_, in accordance with a sales contract ("Contract") ratified on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_

In accordance with the FINANCING CONTINGENCY paragraph of the Conventional, VA, or FHA Financing Contingency Addendum, Buyer is hereby removing the Financing Contingency.

Buyer acknowledges that if Settlement does not occur due to Buyer's inability to obtain or provide financing and not due to any default by Seller, then the provisions of the Default paragraph including, but not limited to, loss of Buyer's deposit, shall apply.

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature



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**HOME INSPECTION AND RADON TESTING CONTINGENCY ADDENDUM**

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_

(select 1 or 2 below)

**1. HOME INSPECTION WITH OPTION TO NEGOTIATE REPAIRS OR VOID**

**A. Inspection Period** Contract is contingent ("Home Inspection Contingency") until 9 p.m. \_\_\_\_\_ days after Date of Ratification ("Home Inspection Deadline") upon inspection(s) of Property by licensed (if applicable), professional, insured inspector(s) ("Inspection") at Buyer's discretion and expense. Pursuant to the terms of this Contract, Seller will have all utilities in service. If, for any reason, the utilities are not in service, Home Inspection Deadline will be extended until 9 p.m. \_\_\_\_\_ days after Buyer receives Notice from Seller that all utilities are in service.

If the results of such Inspection(s) are unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall Deliver to Seller, prior to Home Inspection Deadline:

- 1) An entire copy of the report(s) and a written addendum listing the specific existing deficiencies of Property that Buyer would like Seller to remedy together with Buyer's proposed remedies ("Inspection Addendum") **OR**
- 2) An entire copy of the report(s) and Notice voiding Contract.

If Buyer fails to obtain an Inspection, fails to Deliver a copy of the report(s) to Seller, or fails to Deliver Inspection Addendum or Notice voiding this Contract prior to Home Inspection Deadline, this Contingency will expire and this Contract will remain in full force and effect with no Home Inspection Contingency.

**B. Negotiation Period** In the event of A.1) above, the parties shall have until 9 p.m. \_\_\_\_\_ days after Buyer's Delivery of Inspection Addendum ("Negotiation Period") to negotiate a mutually acceptable written addendum addressing the deficiencies.

At any time during Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing agreed upon deficiencies and remedies within Negotiation Period. Otherwise, all offers and/or counteroffers terminate.

**C. Buyer's Election Period** If, at the end of Negotiation Period, the parties are unable to reach an agreement, Buyer shall have the option to void this Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_\_ days following the end of Negotiation Period, otherwise Home Inspection Contingency shall be removed and this Contract will remain in full force and effect.

**2. HOME INSPECTION WITH OPTION TO VOID ONLY**

**A. Inspection Period** Contract is contingent ("Home Inspection Contingency") until 9 p.m. \_\_\_\_\_ days after Date of Ratification ("Home Inspection Deadline") upon

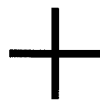
inspection(s) of Property by licensed (if applicable), professional, insured inspector(s) (“Inspection”) at Buyer’s discretion and expense. Pursuant to the terms of this Contract, Seller will have all utilities in service. If, for any reason, the utilities are not in service, Home Inspection Deadline will be extended until 9 p.m. \_\_\_\_\_ days after Buyer receives Notice from Seller that all utilities are in service.

If the results of such Inspection(s) are unsatisfactory to Buyer, in Buyer’s sole discretion, Buyer shall Deliver to Seller, prior to Home Inspection Deadline an entire copy of the report(s) and Notice voiding Contract.

If Buyer fails to obtain an Inspection, fails to Deliver a copy of the report(s) to Seller, or fails to Deliver Notice voiding this Contract prior to Home Inspection Deadline, this Contingency will expire and this Contract will remain in full force and effect with no Home Inspection Contingency.

**3. RADON TESTING**

**A. Radon Inspection Period** This Contract is contingent (“Radon Inspection Contingency”) until 9 p.m. \_\_\_\_\_ days after the Date of Ratification (“Radon Testing Deadline”) upon Buyer, at Buyer’s discretion and expense, having the Property inspected for the presence of radon and receiving a report (“Radon Report”) from the test, by a radon professional certified by the National Radon Safety Board (“NRSB”), or the National Radon Proficiency Program (“NRPP”) (“Radon Professional”) using U.S. Environmental Protection Agency (“EPA”) approved testing methods. Testing device(s) to be placed and retrieved by Radon Professional. Pursuant to the terms of this Contract, Seller will have all utilities in service. If, for any reason, the utilities are not in service, Radon Testing Deadline will be extended until 9 p.m. \_\_\_\_\_ days after Buyer receives Notice from Seller that all utilities are in service.



**B. Testing Guidelines** Seller agrees to follow EPA guidelines and testing recommendations in order to produce accurate results. These guidelines include the following requirements to be in place **12 hours prior to the scheduled test period** and throughout the duration of the test:

- a. ALL windows must remain shut;
- b. Exterior doors should be used only for normal ingress/egress and must not be left open; and
- c. Whole house exhaust fans or smaller fans near the testing device(s) must not be used.

Should Radon Professional indicate in writing that these requirements have not been met, Seller shall pay for a new test under Buyer’s direction and Radon Inspection Contingency shall automatically be extended until 9 p.m. \_\_\_\_\_ days after Seller notifies Buyer that these requirements are in place.

If Radon Report confirms the presence of radon that equals or exceeds the action level established by the EPA, Buyer, at Buyer’s sole discretion, shall Deliver to Seller, prior to Radon Testing Deadline:

- 1) An entire copy of Radon Report and a written addendum requiring Seller, at Seller’s expense prior to Settlement: (i) to mitigate the radon condition by contracting with an

NRSB or NRPP listed remediation firm to reduce the presence of radon below the action level established by the EPA; and (ii) to Deliver to Buyer a written re-test result performed by a Buyer-selected Radon Professional and following the required Testing Guidelines (“Radon Inspection Addendum”) **OR**

2) An entire copy of Radon Report and Notice voiding this Contract.

If Buyer fails to obtain an inspection, fails to Deliver a copy of Radon Report to Seller, or fails to Deliver Radon Inspection Addendum or Notice voiding this Contract prior to Radon Testing Deadline, this Contingency will expire and this Contract will remain in full force and effect with no Radon Inspection Contingency.

**C. Radon Negotiation Period** In the event of B.1) above, the parties shall have until 9 p.m. \_\_\_\_\_ days after Buyer’s Delivery of Radon Inspection Addendum (“Radon Negotiation Period”) to negotiate a mutually acceptable written addendum.

At any time during the Radon Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing agreed upon terms within Radon Negotiation Period. Otherwise, all offers and/or counteroffers terminate.

**D. Buyer’s Election Period** If, at the end of Radon Negotiation Period, the parties are unable to reach an agreement, Buyer shall have the option to void Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_\_ days following the end of Radon Negotiation Period, otherwise Radon Inspection Contingency shall be removed and Contract will remain in full force and effect.

**SELLER:**

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Date Signature

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**BUYER:**

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**INSPECTION CONTINGENCY REMOVAL ADDENDUM # \_\_\_\_\_**

This Addendum is made on \_\_\_\_\_, in accordance with a sales contract ("Contract") ratified on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_.

Buyer agrees to remove the following checked Inspection Contingency(ies)  Home Inspection Contingency;  Radon Inspection Contingency;  Private Well and Well Water Inspection Contingency;  Septic Inspection Contingency;  Other \_\_\_\_\_, upon Seller's agreement to remedy the specific existing deficiencies listed below together with Buyer's proposed remedies.

A complete copy of the corresponding inspection report(s) is/are attached for your information and review.

Unless otherwise specified above, all repairs are to be performed by a contractor licensed to do the type of work required, and receipts or other written evidence that the repairs have been completed will be provided prior to or at Buyer's final walk through inspection of Property. This Addendum shall not alter, modify, or change in any other respect this Contract, and except as modified herein, all of the terms and provisions of this Contract are expressly ratified and confirmed and shall remain in full force and effect.

**SELLER:**

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

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Date Signature

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Date Signature



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NVAR – K1343 – rev. 01/19





### WALK-THROUGH INSPECTION(S)

In accordance with a sales contract ("Contract") ratified on \_\_\_\_\_, walk-through inspection(s) of the Property: \_\_\_\_\_ were made on \_\_\_\_\_ (Date(s)). The following existing items were inspected to determine if they are in substantially the same physical condition as of the date specified in the PROPERTY MAINTENANCE AND CONDITION paragraph of the Contract, except as otherwise agreed. The following list is not intended to be exhaustive. Buyer may wish to inspect items not listed below. The following existing items were inspected and found to be as noted below:

Substantially Same Condition?				Substantially Same Condition?				Substantially Same Condition?			
YES	NO	N/A		YES	NO	N/A		YES	NO	N/A	Additional Items:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attic Fan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Built-in microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Air Equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust Fan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing Storm Windows
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing Screens
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/ ice maker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing Storm Doors
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing Trees & Shrubs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storage Shed # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heating Equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stove or Range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing Fixtures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shades and/or Blinds
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Treatment System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke & Heat Detectors
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window A/C Unit # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage Opener # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Fan # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV Antenna
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/ remote # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Treatments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall to Wall Carpet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood Stove	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
 Date Signature Date Signature

**IF DISCREPANCIES ARE NOTED ABOVE, THE PARTIES AGREE:**

- Seller to correct discrepancies without an escrow.
- Seller to credit Buyer \$ \_\_\_\_\_.
- Repairs are to be made and paid for from funds held in escrow by the Settlement Agent. Escrow funds  are OR  are not the limit of the Seller's liability.

Remarks: \_\_\_\_\_

Unless otherwise specified, all repairs are to be performed by a contractor licensed to do the type of work required. Neither Broker nor Settlement Agent shall be liable for any breach of any agreement made by Buyer and Seller above.

**SELLER:**

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
 Date Signature

\_\_\_\_\_/\_\_\_\_\_  
 Date Signature

\_\_\_\_\_/\_\_\_\_\_  
 Date Signature

\_\_\_\_\_/\_\_\_\_\_  
 Date Signature



**PRIVATE WELL AND/OR SEPTIC CONTINGENCY ADDENDUM**

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_

**1. WELL**

**A. Water Potability Test** If Property is on a private well as indicated in the UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING paragraph of this Contract, then  Seller at Seller's expense **OR**  Buyer at Buyer's expense, shall Deliver to the other party, on or before Settlement, a report prepared by a Virginia certified laboratory dated not more than 90 Days prior to Settlement, ordered through the local health department or an insured private company, indicating that the well water is free from contamination by coliform bacteria. Any such contamination indicated shall be remediated by Seller at Seller's expense and the well water shall be re-tested at Seller's expense after remediation. Seller shall Deliver to Buyer on or before Settlement a report issued by a Virginia certified laboratory indicating that the well water is free from contamination by coliform bacteria dated not more than 90 Days prior to Settlement.

**B. Well and Well Water Inspection Contingency**

1. **Inspection Period.** This Contract  is **OR**  is not contingent ("Well Inspection Contingency") until 9 p.m. \_\_\_\_\_ Days after the Date of Ratification ("Well Inspection Deadline"). Buyer, at Buyer's discretion, expense and sole risk of damage to the well and/or Property, shall retain a professional and insured inspector to inspect the well and/or the well water ("Well Inspection").

If the results of such Well Inspection are unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall Deliver to Seller, prior to the Well Inspection Deadline:

- a) An entire copy of the report and a written addendum listing the specific existing deficiencies of the well and/or well water that Buyer would like Seller to remedy together with Buyer's proposed remedies ("Inspection Addendum") **OR**  
 b) An entire copy of the report and Notice voiding Contract.

If Buyer fails to obtain a Well Inspection, fails to Deliver a copy of the report to Seller, or fails to Deliver Inspection Addendum or Notice voiding this Contract prior to Well Inspection Deadline, this Contingency will expire and this Contract will remain in full force and effect with no Well Inspection Contingency.

2. **Negotiation Period.** In the event of B.1 above, the parties shall have until 9 p.m. \_\_\_\_\_ Days after Buyer's Delivery of Inspection Addendum ("Negotiation Period") to negotiate a mutually acceptable written addendum addressing the deficiencies.

At any time during Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing agreed upon deficiencies and remedies within Negotiation Period.

3. **Buyer's Election.** If, at the end of Negotiation Period, the parties are unable to reach an agreement, Buyer shall have the option to void this Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_\_ Days following the end of Negotiation Period, otherwise the Well Inspection Contingency shall be removed and this Contract will remain in full force and effect.

## 2. SEPTIC

- A. **Alternative System Maintenance Contract.** Seller  does **OR**  does not have a maintenance contract. If Seller does have a maintenance contract, Seller will provide a copy to Buyer within 15 Days after the Date of Ratification. Maintenance contract  shall (subject to contractor approval) **OR**  shall not convey to Buyer.

### B. Septic Inspection Contingency.

1. **Inspection Period.** This Contract  is **OR**  is not contingent ("Septic Inspection Contingency") until 9 p.m. \_\_\_\_ Days after the Date of Ratification ("Septic Inspection Deadline"). Buyer at Buyer's expense and sole risk of damage to Property shall retain a Virginia licensed and insured septic system installer, operator, onsite soil evaluator or professional engineer to inspect the private conventional septic system ("Conventional System") or private alternative sewage disposal system ("Alternative System") ("Septic Inspection").

Such Septic Inspection shall include a walk-over visual inspection and probing of the drain field area to check for saturation for a Conventional System, or a visual inspection of the alternative treatment unit(s) for an Alternative System. In addition, the following inspections will be conducted (check all that apply):

- Pumping and inspection of all treatment tanks (excluding pump and recirculation tanks).
- Excavation as necessary to visually inspect all distribution boxes (if present), test all pumps and controls and evaluate the function of pumping or pressure dosed dispersal systems.

If the certified inspection report ("Septic Inspection Report") indicates that there is any evidence of malfunction of the Conventional System or Alternative System, Buyer shall Deliver to Seller, prior to the Septic Inspection Deadline:

- a) An entire copy of Septic Inspection Report and a written addendum listing the specific existing deficiencies of the Septic System that Buyer would like Seller to remedy together with Buyer's proposed remedies ("Septic Inspection Addendum"). **OR**
- b) An entire copy of the Septic Inspection Report and Notice voiding Contract.

If Buyer fails to obtain a Septic Inspection, fails to Deliver a copy of the Septic Inspection Report to Seller, or fails to Deliver Septic Inspection Addendum or Notice voiding this Contract prior to Septic Inspection Deadline, this Contingency will expire and this Contract will remain in full force and effect with no Septic Inspection Contingency.

2. **Negotiation Period.** In the event of B.1 a) above, the parties shall have until 9 p.m. \_\_ Days after Buyer's Delivery of Septic Inspection Addendum

("Negotiation Period") to negotiate a mutually acceptable written addendum addressing the deficiencies.

At any time during Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing agreed upon deficiencies and remedies within Negotiation Period.

- 3. **Buyer's Election.** If, at the end of Negotiation Period, the parties are unable to reach an agreement, Buyer shall have the option to void this Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_ Days following the end of Negotiation Period, otherwise the Septic Inspection Contingency shall be removed and this Contract will remain in full force and effect.

In the event Buyer voids this Contract, Property will be restored to substantially the same physical condition as it was prior to the Septic Inspection.

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature



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CONTINGENCIES/CLAUSES ADDENDUM

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_

The following provisions if initialed by the parties are incorporated into and made a part of this Contract:

1. CONTINGENCIES

A. SALE OF BUYER'S PROPERTY AND KICK-OUT This Contract is contingent until 9 p.m. \_\_\_\_\_ days after Date of Ratification ("Deadline") upon the sale of Buyer's property located at \_\_\_\_\_ ("Buyer's Property"). If Buyer does not satisfy, amend or remove this contingency by the Deadline pursuant to sub-paragraph 3 below, this Contract will become void.



- 1) Seller may continue to offer Property for sale and accept bona fide back-up offers to this Contract until this contingency is satisfied or removed. If a back-up offer is accepted, Seller will Deliver Notice to Buyer requiring that this contingency be removed or satisfied pursuant to sub-paragraph 3 below not later than 9 p.m. \_\_\_\_\_ days after Delivery of Notice or this Contract will become void. If Buyer fails to satisfy or remove the contingency by Deadline, this Contract will become void.
- 2) Buyer's Property will be listed exclusively and actively marketed by a licensed real estate broker and entered into a multiple listing service within \_\_\_\_\_ days after the Date of Ratification at a price not to exceed \$ \_\_\_\_\_.
- 3) Buyer may:
  - a. Satisfy this contingency by Delivering to Seller a copy of the ratified contract for the sale of Buyer's Property with evidence that all contingencies, other than financing and appraisal, have been removed or waived by Deadline **OR**
  - b. Remove this contingency by Delivering to Seller (1) a letter from the lender stating that the financing is not contingent in any manner upon the sale and settlement of any real estate or obtaining a lease of any real estate and that Buyer has sufficient funds available for the down payment and closing costs necessary to complete Settlement; **OR** (2) evidence of sufficient funds available to complete Settlement without obtaining financing.

4) If Buyer satisfies the requirements of sub-paragraph 3.a. above, this Contract will remain contingent upon the settlement of the sale of Buyer's Property. This paragraph will survive the satisfaction of the contingency for the sale of Buyer's Property. Settlement (under this Contract) may not be delayed more than \_\_\_\_\_ Days after the Settlement Date (specified in this Contract) without the parties' written consent. Seller  will OR  will not accept an assignment of funds. If a further delay is required to obtain coinciding settlements, Buyer may at Buyer's option declare the Contract void in writing. Nothing herein shall prohibit the parties from mutually agreeing to extend Settlement Date under terms acceptable by both parties. If at any time after Date of Ratification the contract for the sale of Buyer's Property becomes void, Buyer will immediately Deliver Notice to Seller together with evidence of such voiding, at which time either Seller or Buyer may declare this Contract void by Delivering Notice to the other party.

**B. SETTLEMENT OF BUYER'S PROPERTY** Settlement of this Contract is contingent upon the settlement of the contract for the sale of Buyer's property located at \_\_\_\_\_  
 \_\_\_\_\_ ("Buyer's Property"). Settlement (under this Contract) may not be delayed more than \_\_\_\_\_ days after Settlement Date (specified in this Contract) without the parties' written consent. Seller  will OR  will not accept an assignment of funds. If a further delay is required to obtain coinciding settlements Buyer may at Buyer's option declare the Contract void in writing. Nothing herein shall prohibit the parties from mutually agreeing to extend Settlement Date under terms acceptable by both parties. . If at any time after the Date of Ratification the contract for the sale of Buyer's Property becomes void, Buyer will immediately Deliver Notice to Seller together with evidence of such voiding, at which time either Seller or Buyer may declare this Contract void by Delivering Notice to the other party.

**C. CONTINGENT ON THE SELLER PURCHASING ANOTHER HOME** This Contract is contingent until 9 p.m. \_\_\_\_\_ days after Date of Ratification ("Deadline") to allow Seller to ratify a contract for purchase of another home and conduct whatever due diligence Seller deems necessary under the terms of Seller's contract to purchase another home. This contingency will terminate at Deadline and this Contract will remain in full force and effect unless Seller delivers Notice to Buyer, prior to Deadline, that this Contract is void.

**D. GENERAL** This Contract is contingent until 9 p.m. \_\_\_\_\_ days after Date of Ratification ("Deadline") upon: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## 2. CLAUSES

**A. BACK-UP CONTRACT** This Contract is first back-up to another contract dated \_\_\_\_\_ between Seller and \_\_\_\_\_ as Buyer.

This Contract becomes the primary contract immediately upon Notice from Seller that the other contract is void. All deadlines contained in this Contract shall be measured from  Date of Ratification OR  date this Contract becomes primary. Additionally, Settlement Date will be \_\_\_\_\_ days after the date this Contract becomes primary. Buyer may void this back-up Contract at any time by Delivering Notice to Seller prior to Delivery of Notice from Seller that this Contract has become the primary contract. If the other contract settles, this Contract will become void. The rights and obligations of the parties under the primary contract are superior to the rights and obligations of the parties to this back-up Contract.

**B. "AS IS" PROPERTY CONDITION** The following terms in this Contract are hereby amended (check all that apply):

- All clauses pertaining to delivery of Property free and clear of trash and debris and broom clean are deleted
- Buyer assumes responsibility for compliance with all laws and regulations regarding smoke detectors
- All clauses pertaining to termites and wood-destroying insects are deleted
- All clauses pertaining to Seller's compliance with all orders or notices of violation of any county or local authority are deleted
- All requirements for Seller to comply with Property Owners' or Condominium Owners' Associations notices of violations related to the physical condition of Property are deleted

**C. UNREPRESENTED SELLER OR BUILDER AND BUYER'S BROKER** Upon Seller's irrevocable instruction, it is understood and agreed by all parties that \_\_\_\_\_ (Cooperating Broker's name) of \_\_\_\_\_ (Cooperating Broker's firm) is acting as an agent solely representing Buyer in this transaction ("Buyer's Broker"). Seller agrees to pay Buyer's Broker a payment of \$\_\_\_\_\_  in cash OR  \_\_\_\_\_ % of the total sales price. Settlement Agent is hereby irrevocably directed to deduct Buyer's Broker fee from Seller's proceeds of the sale at Settlement. The parties acknowledge that Buyer's Broker relationship was disclosed to Seller and/or Seller's agent prior to showing Property to Buyer.

**D. 1031 EXCHANGE (BUYER)** Property is being acquired to complete an IRC Section 1031 tax-deferred exchange pursuant to an exchange agreement. This Settlement will be

coordinated with \_\_\_\_\_

+

(“Intermediary”), who shall instruct Seller as to the manner Property shall be conveyed to Buyer. There shall be no additional expense to Seller as a result of the exchange and Seller shall cooperate with Buyer and Intermediary in the completion of the exchange.

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**E. 1031 EXCHANGE (SELLER)** Seller and Buyer agree to transfer Property by utilizing an IRC Section 1031 tax-deferred exchange. Buyer agrees to cooperate with Seller, at no expense or liability to Buyer, in the completion of the exchange, including execution of all necessary documents, the intention of the parties being that Seller utilizes Section 1031 to defer taxes by acquiring like-kind real estate through an exchange agreement established at Settlement. The parties will execute all necessary documents as determined by Intermediary at Settlement, which documents are prepared at Seller’s expense.

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**F. REAL ESTATE COOPERATIVE** (Virginia Real Estate Cooperative Act § 55-483 et seq.) Seller  has delivered OR  will deliver to the Buyer the required public offering statement. If the statement was delivered prior to the Date of Ratification then Buyer has 10 days from the Date of Ratification to void this Contract by Delivering a Notice to Seller. If the statement was delivered after the Date of Ratification, then Buyer will have five days from receipt of the statement or Date of Settlement, whichever occurs first, to void the contract by Delivering a Notice to Seller.

Except as modified by this Addendum, all of the terms and provisions of this Contract are hereby expressly ratified and confirmed and will remain in full force and effect.

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

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Date      Signature

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Date      Signature

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

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Date      Signature

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Date      Signature

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Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature



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**NOTICE - SALE**

This Notice is given on \_\_\_\_\_, in accordance with a sales contract ("Contract") ratified on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_ . In reference to: \_\_\_\_\_

NOTICE GIVEN BY:       **SELLER**                       **BUYER**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

EDUCATIONAL VERSION



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**ADDENDUM - SALE**

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_.

The parties agree that this Contract is modified as follows:

This Addendum shall not alter, modify, or change in any other respect this Contract, and except as modified herein, all of the terms and provisions of this Contract are expressly ratified and confirmed and shall remain in full force and effect.

**SELLER:**

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

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Date                      Signature

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Date                      Signature



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### BUYER'S PRE-SETTLEMENT OCCUPANCY AGREEMENT

This Agreement is made on \_\_\_\_\_, as part of a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_ with a Settlement Date of \_\_\_\_\_

In consideration of the mutual terms of this Agreement, Seller grants and Buyer accepts occupancy of Property on \_\_\_\_\_ ("Date of Occupancy") on the following terms and conditions:

- 1. **DEPOSIT** Buyer deposits \$ \_\_\_\_\_ (Occupancy Deposit") by electronic transfer or cashier's or certified check paid to the  Selling Company **OR**  Settlement Agent **OR**  Seller to serve as security for this Agreement. Any funds remaining after satisfaction of the obligations set out below shall be credited toward the Sales Price and Buyer's closing costs at Settlement.
- 2. **OCCUPANCY CHARGE** Buyer agrees to pay an "Occupancy Charge" as follows:
  - A. If the pre-Settlement occupancy period is less than one month, Buyer shall pay Seller, in advance, a total of \$ \_\_\_\_\_ calculated at the rate of \$ \_\_\_\_\_ per day for the period between Date of Occupancy and Settlement Date, **OR**
  - B. If the pre-Settlement occupancy period is greater than one month, Buyer shall pay an Occupancy Charge for the period between Date of Occupancy and Settlement Date, monthly, in advance, at the rate of \$ \_\_\_\_\_ per month beginning on Date of Occupancy and continuing on the same date of each month.

If Settlement does not occur by Settlement Date, Buyer shall pay the additional Occupancy Charge monthly, in advance, as per paragraph B above. Occupancy Charge will adjust on a pro rata basis to the actual date of Settlement **OR** of Buyer vacating Property.

Only the unused part of Occupancy Charge is a credit toward the Sales Price and Buyer's closing costs. The parties agree the Occupancy Charge is not rent, and this Agreement is not a lease, but a temporary right to use not subject to the Virginia Residential Landlord Tenant Act ("VRLTA") and all of the statutory provisions of the residential rental laws that are otherwise exempt from the VRLTA are hereby waived. This means that the terms of this Agreement control, and the common law of Virginia applicable to non-residential rentals applies to this Agreement.

This temporary right of use is exclusively for \_\_\_\_\_ (number of occupants) and the following pets: \_\_\_\_\_.

- 3. **PROPERTY MAINTENANCE AND CONDITION** Buyer shall conduct the walk-through inspection(s) of Property, as provided in the Contract, before Date of Occupancy. Any exceptions shall be governed by the terms of the Contract. Unless Buyer immediately Delivers to Seller written exceptions from the walk-through inspection(s), Buyer accepts the condition of Property. After occupancy, Buyer shall maintain and repair Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures, in

substantially the same condition as of Date of Occupancy. Occupancy, without Delivering written objection to defects, satisfies the property condition provisions of the Contract.

4. **ALL CONTINGENCIES REMOVED** Buyer warrants that Buyer has the ability to settle in accordance with the Contract terms. Buyer's occupancy satisfies and removes any contingencies in the Contract except the following:

- Financing
- Property Owners Disclosures
- Appraisal
- Other: \_\_\_\_\_

5. **ALTERATIONS AND RISK OF LOSS** Buyer shall not alter Property without written approval of Seller. Alterations shall remain with Property unless agreed otherwise in writing. Buyer accepts responsibility for any costs of redecorating, material and labor incurred in advance of Settlement. Buyer shall not detract from or devalue the marketability or value of Property.

Buyer shall maintain adequate insurance covering personal property and liability prior to Date of Occupancy. Buyer's personal property, placed on the premises, shall be at Buyer's own risk. The risk of loss or damage to Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the deed of conveyance. Seller shall maintain homeowner's insurance adequate to protect Property during the period of this Agreement. Buyer shall hold Seller harmless from loss or damage to any personal property or bodily injury to any persons.

Seller and Seller's agents shall have access to Property at reasonable times and on reasonable notice for inspections and emergencies.

6. **UTILITIES** Buyer shall transfer and pay all utilities beginning as of Date of Occupancy.

7. **FAILURE TO SETTLE AND DEFAULT** If Contract does not settle in accordance with the terms of the Contract, except for Seller's default, or if Buyer is otherwise in default of the Contract, Buyer shall vacate in a peaceable manner within 5 business days of Notice. Except as otherwise specified herein, Buyer will deliver Property free and clear of trash and debris, broom clean and in substantially the same physical condition as of the Date of Occupancy, and return all keys, key fobs, codes and digital keys, if any. At the time of Notice, Buyer will permit Seller to place an electronic lockbox on Property for access and will permit showing Property during reasonable hours.

Buyer authorizes Seller to charge against Occupancy Deposit any unpaid Occupancy Charges and all costs to restore Property to its original condition as of Date of Occupancy. If Buyer does not vacate as requested, Occupancy Charge specified above will double on a pro rata basis. Buyer authorizes Seller to charge those amounts against Occupancy Deposit. If Occupancy Deposit is insufficient, Buyer shall pay the difference immediately upon demand. The Contract Deposit shall also serve as additional security for Buyer's obligations. Buyer shall also be liable for the costs of enforcing this Agreement.

In the case of Seller's default, Buyer has the option, without prejudicing any other legal rights, to continue to occupy Property at the stated Occupancy Charge for up to 90 days or to vacate Property and receive a return of any remaining Occupancy Deposit and unused Occupancy Charges.

8. OTHER TERMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
\_\_\_\_\_/\_\_\_\_\_  
Date Signature

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
\_\_\_\_\_/\_\_\_\_\_  
Date Signature  
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Date Signature  
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Date Signature



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Education Only Version

## SELLER'S POST-SETTLEMENT OCCUPANCY AGREEMENT

This Agreement is made on \_\_\_\_\_, as part of a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property: \_\_\_\_\_.

In consideration of the mutual terms of this Agreement, Buyer permits Seller to occupy Property after the time of Settlement under the following terms and conditions:

1. **OCCUPANCY CHARGE** Seller agrees to pay an "Occupancy Charge" as follows:
- \$ \_\_\_\_\_ per day, inclusive of both the Settlement Date and the Occupancy Deadline;  
**OR**  
 a flat fee in the amount of \$ \_\_\_\_\_; **OR**  
 the total of the Buyer's first full 12 consecutive monthly mortgage payments for the Specified Financing, including Principal, Interest, Taxes, and any Mortgage Insurance plus, but not limited to, any annualized current Condominium Fees, Property Owners' Association Fees and/or property insurance premiums; divided by 365; multiplied by the number of days from the Settlement Date to the Occupancy Deadline, inclusive of both days, as calculated by the Settlement Agent in Settlement Agent's sole discretion.

The parties agree the Occupancy Charge is not rent and this Agreement is not a lease, but a temporary right to use not subject to the Virginia Residential Landlord Tenant Act ("VRLTA"), and all of the statutory provisions of the residential rental laws that are otherwise exempt from the VRLTA are hereby waived. This means that the terms of this Agreement control, and the common law of Virginia applicable to non-residential rentals applies to this Agreement.

2. **OCCUPANCY DEADLINE**

- A. Deadline** Seller must vacate and give possession of Property and keys to Buyer on or before 9 p.m. \_\_\_\_\_ ("Deadline"). If Seller vacates before Deadline, Buyer  will refund any unused part of Occupancy Charge and thereby agrees to accept the date of vacating as Deadline **OR**  will not refund any unused part of Occupancy Charge. If vacating before Deadline, Seller must give Buyer at least three (3) Days written Notice before vacating.
- B. Default** If Seller fails to vacate Property by Deadline, Seller shall pay Buyer double the daily Occupancy Charge **OR**, if checked,  \$ \_\_\_\_\_ per day. Seller shall also be responsible for any reasonable expenses incurred by Buyer as a result of Seller's failure to vacate, such as, but not limited to, temporary accommodations, furniture storage, added moving costs, attorney's fees, and other costs of enforcing this Agreement.

3. **PROPERTY MAINTENANCE AND CONDITION** Seller shall maintain and repair Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures, in substantially the same condition as of Settlement Date. Except as otherwise agreed in writing, Seller will deliver Property in substantially the same physical condition as on Settlement Date and broom clean with all trash and debris removed and deliver to Buyer all keys, key fobs, codes and digital keys, if any.

4. **SECURITY DEPOSIT** Seller will escrow at Settlement \$ \_\_\_\_\_ as a security deposit to be held by: \_\_\_\_\_ ("Escrow Agent"). Buyer may, without prejudicing other legal rights and remedies, use all or any part of the security deposit to defray any costs incurred because of Seller's non-compliance with this Agreement. Buyer must

conduct a post-occupancy inspection of Property and Deliver to Seller and Escrow Agent a list of deficiencies within three (3) business days after Deadline, or waive any claim to the security deposit. If Escrow Agent does not receive this list of deficiencies within the specified time, Escrow Agent may release funds to Seller and will be held harmless by the parties for any future claim, action, or demand. Should a dispute arise regarding the security deposit, Escrow Agent may require agreement of the parties before disbursing these funds.

5. **UTILITIES** Seller will keep all utilities registered in Seller’s name and pay the costs until Deadline.

6. **RISK OF LOSS** Any personal property not included in the sale and kept on Property by Seller shall be at Seller’s risk. Seller shall hold Buyer harmless from loss or damage to any personal property or bodily injury to any persons having access to Property and shall maintain adequate insurance. Seller is responsible for maintaining insurance to cover Seller’s personal property, if desired, during the period of this Agreement, until Seller vacates Property in accordance with the OCCUPANCY DEADLINE paragraph above. Buyer will maintain homeowner’s insurance adequate to protect Buyer’s interest in Property after the time of Settlement and during the period of this Agreement.

7. **ACCESS** Seller will permit Buyer reasonable access to Property and will deliver one (1) set of keys to Buyer at Settlement. If Property is to be offered for rent, Buyer or Buyer’s agent shall have the right to show Property during reasonable hours 30 days before termination of this Agreement. Authority is granted to Buyer’s agent to: (i) place a “For Rent” sign on Property and (ii) place an electronic lockbox on Property containing keys necessary to obtain full access to Property.

8. **OTHER TERMS** \_\_\_\_\_  
\_\_\_\_\_.

**SELLER:**

**BUYER:**

\_\_\_\_\_  
Date / Signature

\_\_\_\_\_  
Date / Signature

\_\_\_\_\_  
Date / Signature

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Date / Signature

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Date / Signature

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Date / Signature

\_\_\_\_\_  
Date / Signature



**BUYER'S LIMITED ACCESS TO PREMISES AGREEMENT**

This Agreement is made on \_\_\_\_\_, as part of a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller"), for the purchase and sale of Property: \_\_\_\_\_

Buyer requests, and Seller grants, limited access to Property prior to Settlement on \_\_\_\_\_ ("Access Date") on the following terms and for the following indicated purposes ("Purpose") (Check all that apply):

- To allow the Buyer to measure rooms or window openings, and/or to show Property to Buyer's contractors, decorators and/or suppliers ("Buyer's Representatives").
- No work is to be performed on or to Property by any of Buyer's Representatives unless authorized by the Seller in writing. To allow the Buyer to deliver furniture and/or other personal property to Property. Buyer is limited to delivery of the personal property listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer is permitted to store the personal property in the following rooms/areas: \_\_\_\_\_  
\_\_\_\_\_

**No hazardous, illegal or flammable materials or firearms shall be delivered or left at Property by the Buyer.**

**Additional Terms and Conditions:**

1. All furniture and/or other personal property is placed in Property at the sole risk of Buyer. Seller holds no duty to investigate or to inspect any personal property placed by Buyer. Seller is not responsible for any loss or damage to Buyer's personal property except for Seller's gross negligence. Seller is not the bailee of Buyer or any of Buyer's Representatives. Buyer agrees to release, indemnify, and hold Seller harmless from any claim, loss, fees (including all attorney's fees incurred by Seller or claimed against Seller), damages for bodily injury or personal property damage occurring to Buyer or any other persons having access to Property as a result of this Agreement.
2. Buyer further warrants that Buyer or Buyer's Representatives will commit no act of damage,



knowingly or unknowingly to Property. Should damage be determined, the costs and amount of money required to restore or return Property to its original order and condition will be deducted first from any funds held in escrow.

- 3. This Agreement does not give Buyer the right to occupy or take possession of Property, only the right to access Property for the agreed upon Purpose.
- 4. Should Settlement not occur by the Settlement Date for any reason, except for default by Seller, Buyer shall retrieve any personal property listed above within fifteen (15) days of Settlement Date. Any Buyer personal property remaining in Property after this deadline shall be deemed abandoned by Buyer and Seller may dispose of said personal property in Seller's sole and unreviewable discretion, and Buyer shall hold Seller harmless for any said disposition.
- 5. Additional Terms \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 6. All other terms and conditions of this Contract remain in full force and effect.

**SELLER:**

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
 Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
 Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
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 Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
 Date      Signature

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### ESCALATION ADDENDUM

This Addendum is made on \_\_\_\_\_, to a sales contract offer ("Contract") dated \_\_\_\_\_, between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_

The parties agree that this Contract is modified as follows:

If, prior to ratification of this Contract, Seller receives one or more additional written bona fide offers to purchase the Property with terms acceptable to Seller ("Other Offer(s)"), and from which Seller would receive an equal or higher Net than the Net reflected in this offer, then this Contract's Sales Price shall automatically increase to an amount which generates a Net to Seller equal to \$ \_\_\_\_\_ above any Other Offer's Net to Seller, not to exceed a maximum Sales Price of \$ \_\_\_\_\_. If Other Offers include escalation terms, this automatic increase will be applied to the maximum escalated Net of the highest competing escalation addendum. In this Addendum the term "Net" is defined as the Sales Price less all Seller concessions.

Must select only one of the options:

**Option #1 – Waives Appraisal Valuation** – If the lender's appraisal is less than Sales Price, Purchaser agrees to proceed to Settlement without regard to the amount of the lender's appraisal. Purchaser agrees to pay the Sales Price from: (i) loan proceeds provided by lender on the basis of such appraisal, and (ii) any required excess amount in cash from a source acceptable to the lender. If Settlement does not occur due to Purchaser's failure to comply with the terms of this paragraph, Purchaser shall be in default. If VA or FHA financing is used, this paragraph is not applicable and shall NOT be selected OR

**Option #2 – Retains Appraisal** – The appraisal language from the above referenced Contract remains in full force and effect.

Seller shall provide to Purchaser a complete copy of Other Offer used to justify the escalated sales price with this Addendum

ESCALATED SALES PRICE: \$ \_\_\_\_\_

Terms of Other Offer (to be completed by Seller):

Purchaser: \_\_\_\_\_ Offer Date: \_\_\_\_\_  
Selling Company: \_\_\_\_\_ Selling Agent: \_\_\_\_\_  
Sales Price: \$ \_\_\_\_\_ Total Concessions: \$ \_\_\_\_\_  
Net: \$ \_\_\_\_\_

Any changes in Sales Price under this Addendum will be effective and binding upon Seller and Purchaser upon ratification of this Contract and this Addendum at the above escalated Sales Price.

Purchaser and Seller agree to initial these changes in the PRICE AND SPECIFIED FINANCING paragraph of this Contract upon request by either party. Purchaser has made this offer of his/her own volition and discretion. Purchaser and Seller agree to hold agents and their respective Brokers harmless with regard to this Sales Price negotiation. Having read and understood the foregoing, we the undersigned, hereby ratify, accept, approve, confirm and acknowledge the same to be a part of our Contract.

SELLER:

PURCHASER:

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature



NVAR – K1306 – rev. 01/15

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InstantFORMS

**SHORT SALE CONTINGENCY ADDENDUM  
TO RESIDENTIAL SALES CONTRACT**

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_,  
between \_\_\_\_\_ ("Purchaser") and  
\_\_\_\_\_ ("Seller")  
for the purchase and sale of the Property: \_\_\_\_\_

1. Settlement under this Contract may result in a "short sale" of the Property.
2. **DEFINITIONS**
  - A. The term "Short Sale" is used to describe a sale where the debt owing against a property combined with the costs associated with the sale exceed the property's market value.
  - B. "Seller's Net Proceeds" means the Sales Price less (i) Seller's expenses under the FEES paragraph of this Contract, (ii) Seller's obligation to pay Brokers Fees under the BROKER'S FEE paragraph of this Contract and (iii) any other obligations under this Contract.
  - C. "Creditor Approval" means (i) the creditor(s)' written approval to sell the Property under the terms of this Contract; and (ii) the creditor(s)' written agreement to accept Seller's Net Proceeds in full satisfaction of Seller's obligation(s), liability under the Deed(s) of Trust, and/or any other liens, and provide Seller with a release of lien in recordable form.
3. Seller agrees to cooperate with Broker, Settlement Agent and creditor(s) to determine the amount of debt secured by or owed on the Property, including, but not limited to, deeds of trust, home equity loans, homeowner or condominium association fees, property taxes, and any other liens affecting the title to the Property.
4. Seller must provide Creditor Approval to Purchaser as required under the DEFINITIONS paragraph of this Addendum by \_\_\_\_\_ ("Short Sale Deadline"). Such written evidence, if received by Seller, shall be delivered to Purchaser in a timely manner.
  - A. If Seller has not Delivered Creditor Approval by the Short Sale Deadline, Purchaser may Deliver Notice to Seller of Purchaser's intent to void this Contract. Seller shall have 3 business Days from receipt of such Notice to Deliver Creditor Approval to Purchaser, or this Contract will be void.
  - B. At anytime, if Seller receives a written rejection of the Short Sale from their creditor(s) and Delivers a copy of the written rejection to Purchaser, this Contract will be void. Purchaser and Seller acknowledge that Settlement is subject to Creditor Approval of Seller's Net Proceeds, which may not be finalized until Settlement. Purchaser and Seller agree to cooperate with reasonable requests from creditor(s) in a timely fashion.
5. If Seller cannot obtain Creditor Approval, Seller will immediately Deliver written Notice to

Purchaser along with an executed Release of Sales Contract directing that the Deposit be returned to Purchaser.

**6. TIMEFRAMES (Deposits, Inspections, Appraisal, and Financing Contingencies).**

A. Deposit under the DEPOSIT paragraph shall be Delivered by Purchaser to Escrow Agent:

- Pursuant to the DEPOSIT paragraph of the Contract    **OR**
- Within \_\_\_\_ Days after the date Seller delivers Creditor Approval to Purchaser

B. Timeframes for all inspections referenced in this Contract, if applicable, shall be measured from:

- Date of Ratification    **OR**
- Date Seller delivers Creditor Approval to Purchaser

C. Timeframe for Appraisal Contingency, if applicable, shall be measured from:

- Date of Ratification    **OR**
- Date Seller delivers Creditor Approval to Purchaser

D. Timeframe for Financing Contingency, if applicable, shall be measured from:

- Date of Ratification    **OR**
- Date Seller delivers Creditor Approval to Purchaser

7. **SETTLEMENT DATE** If specified, the Settlement timeframe below will supersede the Settlement Date contained in this Contract. Settlement will be \_\_\_\_\_ Days after the date Seller delivers Creditor Approval to Purchaser.

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

**PURCHASER:**

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature



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## VA FINANCING CONTINGENCY ADDENDUM

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property:

**NOTICE: The parties should not include a separate appraisal contingency in this Contract, since the federally mandated appraisal language for VA loans is contained in the VA Notice of Value Paragraph below.**

**1. SPECIFIED FINANCING.** "Specified Financing" means the terms set forth in Paragraphs 2A and 2B of this Contract and the following loan terms:

**A. First Trust.** Buyer will  Obtain OR  Assume a  Fixed OR an  Adjustable rate First Deed of Trust loan amortized over \_\_\_\_\_ years. The interest rate for this loan is at an (initial) interest rate not to exceed \_\_\_\_\_ % per year.

**B. Second Trust.** Buyer will  Obtain OR  Assume a  Fixed OR an  Adjustable rate Second Deed of Trust loan amortized over \_\_\_\_\_ years. The interest rate for this loan is at an (initial) interest rate not to exceed \_\_\_\_\_ % per year.

Buyer shall pay upfront and monthly mortgage insurance premiums as required by lender guidelines. Buyer shall pay the VA Funding Fee as required by VA regulations. Subject to lender's approval, Buyer reserves the right to finance the VA Funding Fee, in which event such amount shall be added to the loan amount.

Assumption fee, if any, and all charges related to the assumption will be paid by Buyer. If Buyer assumes Seller's loan(s): (i) Buyer and Seller  will OR  will not obtain a release of Seller's liability to the U.S. Government for the repayment of the loan by Settlement, (ii) Buyer and Seller  will OR  will not obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

**2. ALTERNATIVE FINANCING.** This financing contingency shall not apply to any Alternative Financing. "Alternative Financing" means any change to the financing terms in the Specified Financing, including but not limited to Down Payment amount, the amount financed, loan type (i.e., Conventional, FHA, VA, USDA or Other), term of any loan, interest rate, or loan program (i.e., assumption, fixed or adjustable rate).

Buyer may substitute Alternative Financing for the Specified Financing. However, Buyer shall obtain Seller's written consent and shall execute a new financing addendum (if applicable) if Buyer wishes to retain the protection of a financing contingency. Should Buyer pursue Alternative Financing without Seller's written consent, Buyer shall waive the protection of this financing contingency.

Buyer's substitution of lender(s) to which written application has been made under Paragraph 2D of this Contract shall not: (a) constitute a change in the Specified Financing; or (b) constitute Buyer Default provided there is no additional expense to Seller and Settlement Date is not delayed.

(Select Paragraph 3 OR 4)

**3. FINANCING CONTINGENCY WITH AUTOMATIC EXTENSION.**

- A.** This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.
- B.** If Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this contingency will continue up to and including Settlement Date. However, upon expiration of Financing Deadline, Seller may at Seller’s option Deliver Notice to Buyer that Buyer has three (3) days to void the Contract. If Buyer does not void the Contract within three (3) days following Delivery of Seller’s Notice, this financing contingency is removed, and the Contract will remain in full force and effect without this financing contingency.
- C.** Buyer may void this Contract by Delivering to Seller, prior to the satisfaction or removal of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D.** Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

**4. FINANCING CONTINGENCY WITH AUTOMATIC EXPIRATION.**

- A.** This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.
- B.** If the Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this financing contingency will expire.
- C.** Buyer may void this Contract by delivering to Seller, prior to the satisfaction or expiration of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D.** Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

**5. APPRAISAL PROVISIONS.**

- A. VA Notice of Value.** It is expressly agreed that notwithstanding any other provisions of this Contract, Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of Property, if this Contract purchase price or cost exceeds the reasonable value of Property established by the Department of Veterans Affairs. Buyer shall, however, have the privilege and option to proceed with consummation of this Contract without regard to the amount of reasonable value established by the Department of Veterans Affairs.
- B. Procedure in the Event of a Low Appraisal.** In the event that the written statement setting forth the appraised value of Property (“Written Statement”) indicates a value less than the Sales Price, Buyer shall Deliver Notice to Seller (1) stating that Buyer elects to proceed to Settlement at the Sales Price in this Contract; or (2) requesting that Seller change the Sales Price to a specified lower amount of not less than the appraised value (“Buyer’s Notice”); or (3) voiding this

Contract based on the low appraisal. Buyer's Notice shall include a copy of the Written Statement. In the event Buyer's Notice requests a price reduction, Notices delivered subsequent to the Delivery of Buyer's Notice shall be treated as follows:

Within three Days after Notice Delivery from one party, the other party may:

- 1) Deliver Notice accepting the terms contained in the other party's Notice; **OR**
- 2) Deliver Notice continuing negotiations by making another offer; **OR**
- 3) Deliver Notice that this Contract shall become void at 9:00 p.m. on the third Day following Delivery, unless the recipient Delivers to the other party Notice of acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

**FAILURE OF EITHER PARTY TO RESPOND WITHIN THREE DAYS OF NOTICE DELIVERY WILL RESULT IN THIS CONTRACT BECOMING VOID.**

6. **WOOD-DESTROYING INSECT INSPECTION.** Fences and outbuildings shall be included in the inspection and certification, and Seller shall pay for any wood-destroying insect inspection required under this Contract or by lender.
7. **LENDER REQUIRED REPAIRS.** If, as a condition of providing financing under this Contract, the lender requires repairs to be made to Property, then Buyer will give Notice to Seller of the lender's required repairs. Within five Days after such Notice, Seller will give Notice to Buyer as to whether Seller will make the repairs. If Seller will not make the repairs, Buyer will give Notice to Seller within five Days after Seller's Notice as to whether Buyer will make the repairs. If neither Seller nor Buyer will make the repairs, then this Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING; PERSONAL PROPERTY AND FIXTURES; or WOOD-DESTROYING INSECT INSPECTION; or in the Private Well and/or Septic System Addendum or any terms specifically set forth in this Contract and any addenda.
8. **DEPOSIT.** If this Contract involves a newly constructed and previously unoccupied residential property, or is a contract for the construction of a property, in a project for which the Department of Veterans Affairs has issued a Notice of Value, the Deposit shall be handled in accordance with the provisions of Title 38, Section 3706 of the U.S. Code.

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

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Date      Signature

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Date      Signature

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Date      Signature

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**U.S. DEPARTMENT OF AGRICULTURE (USDA) FINANCING AND APPRAISAL  
CONTINGENCY ADDENDUM**

This Addendum is made on \_\_\_\_\_, to a sales contract (“Contract”) offered on \_\_\_\_\_, between \_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”) for the purchase and sale of Property: \_\_\_\_\_

**1. SPECIFIED FINANCING.** “Specified Financing” means the terms set forth in Paragraphs 2A and 2B of this Contract and the following loan terms:

- A. First Trust.** Buyer will  Obtain OR  Assume a  Fixed OR an  Adjustable rate First Deed of Trust loan amortized over \_\_\_\_\_ years. The interest rate for this loan is at an (initial) interest rate not to exceed \_\_\_\_\_% per year.
- B. Second Trust.** Buyer will  Obtain OR  Assume a  Fixed OR an  Adjustable rate Second Deed of Trust loan amortized over \_\_\_\_\_ years. The interest rate for this loan is at an (initial) interest rate not to exceed \_\_\_\_\_% per year.

Buyer shall pay upfront and/or monthly mortgage insurance premiums as required by lender guidelines. The terms of the PRICE AND FINANCING paragraph of this Contract are amended to include a Rural Housing Guarantee Fee of \$\_\_\_\_\_. Buyer agrees to pay a Rural Housing Guarantee Fee as required by USDA regulations. The Rural Housing Guarantee Fee must be paid at the time of settlement in cash or included in the loan amount; and in addition, a Rural Development Annual Premium equal to a percentage of the loan amount must be paid monthly thereafter if required under the terms of the loan.

Assumption fee, if any, and all charges related to the assumption will be paid by Buyer. If Buyer assumes Seller’s loan(s), Buyer and Seller  will OR  will not obtain a release of Seller’s liability to the U.S. Government for the repayment of the loan by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

**2. ALTERNATIVE FINANCING.** This financing contingency shall not apply to any Alternative Financing. “Alternative Financing” means any change to the financing terms in the Specified Financing, including but not limited to Down Payment amount, the amount financed, loan type (i.e., Conventional, FHA, VA, USDA or Other), term of any loan, interest rate, or loan program (i.e., assumption, fixed or adjustable rate).

Buyer may substitute Alternative Financing for the Specified Financing. However, Buyer shall obtain Seller’s written consent and shall execute a new financing addendum (if applicable) if Buyer wishes to retain the protection of a financing contingency. Should Buyer pursue Alternative Financing without Seller’s written consent, Buyer shall waive the protection of this financing contingency.

Buyer’s substitution of lender(s) to which written application has been made under Paragraph 2D of this Contract shall not: (a) constitute a change in the Specified Financing; or (b) constitute Buyer Default provided there is no additional expense to Seller and Settlement Date is not delayed.

(Select Paragraph 3 OR 4)

**3. FINANCING CONTINGENCY WITH AUTOMATIC EXTENSION.**

- A. This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.
- B. If Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this contingency will continue up to and including Settlement Date. However, upon expiration of Financing Deadline, Seller may at Seller’s option Deliver Notice to Buyer that Buyer has three (3) days to void the Contract. If Buyer does not void the Contract within three (3) days following Delivery of Seller’s Notice, this financing contingency is removed, and the Contract will remain in full force and effect without this financing contingency.
- C. Buyer may void this Contract by Delivering to Seller, prior to the satisfaction or removal of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D. Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

**4. FINANCING CONTINGENCY WITH AUTOMATIC EXPIRATION.**

- A. This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.
- B. If the Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this financing contingency will expire.
- C. Buyer may void this Contract by delivering to Seller, prior to the satisfaction or expiration of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D. Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

**5. APPRAISAL CONTINGENCY.**

- A. **USDA Amendatory Clause.** It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of Property described herein or incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/USDA or VA requirements a written statement by the Federal Housing Commissioner, the Department of Veterans Affairs, or a Direct Endorsement Lender, setting forth the appraised value of Property of not less than \$\_\_\_\_\_. Buyer shall have the privilege and option for five (5) days after receipt of the appraisal to proceed with the consummation of this Contract without regard to the appraised value by giving Seller written Notice of Buyer’s intention to do so. The appraised value is arrived at to determine the maximum

mortgage that the USDA will insure. The USDA does not warrant the value or condition of Property. Buyer should ensure that the price and condition of Property are acceptable to Buyer.

NOTICE: The dollar amount to be inserted in the Amendatory Clause is the purchase price as stated in this Contract. If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new Amendatory Clause is not required.

**B. Procedure in the Event of a Low Appraisal.** In the event that the written statement setting forth the appraised value of Property (“Written Statement”) indicates a value less than the Sales Price, Buyer shall Deliver Notice to Seller (1) stating that Buyer elects to proceed to Settlement at the Sales Price in the Contract; or (2) requesting that Seller change the Sales Price to a specified lower amount of not less than the appraised value (“Buyer’s Notice”); or (3) voiding this Contract based on the low appraisal. Buyer’s Notice shall include a copy of the Written Statement. In the event Buyer’s Notice requests a price reduction, Notices delivered subsequent to the delivery of Buyer’s Notice shall be treated as follows:

Within three Days after Notice Delivery from one party, the other party may:

- 1) Deliver Notice accepting the terms contained in the other party’s Notice; **OR**
- 2) Deliver Notice continuing negotiations by making another offer; **OR**
- 3) Deliver Notice that this Contract shall become void at 9:00 p.m. on the third Day following Delivery, unless the recipient Delivers to the other party Notice of acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

**6. WOOD-DESTROYING INSECT INSPECTION.** Fences and outbuildings shall be included in the inspection and certification.

**7. LENDER REQUIRED REPAIRS.** If, as a condition of providing financing under this Contract, the USDA/lender(s) requires repairs to be made to Property, then Buyer will give Notice to Seller of the lender(s)’s required repairs. Within 5 Days after such Notice, Seller will give Notice to Buyer as to whether Seller will make the repairs. If Seller will not make the repairs, Buyer will give Notice to Seller within 5 Days after Seller’s Notice as to whether Buyer will make the repairs. If neither Seller nor Buyer will make the repairs, then this Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING; PERSONAL PROPERTY AND FIXTURES; WOOD-DESTROYING INSECT INSPECTION; or in the Private Well and/or Septic System Addendum or any terms specifically set forth in this Contract and any addenda.

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

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Date Signature

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Date Signature

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

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Date Signature

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**AGENT/BROKER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

**AGENT/BROKER:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

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**ADDENDUM - LEASE**

This Addendum is made on \_\_\_\_\_, to a residential lease ("Lease") ratified on \_\_\_\_\_, between \_\_\_\_\_ ("Tenant") and \_\_\_\_\_ ("Landlord") for the lease of Premises: \_\_\_\_\_.

The parties agree that this Lease is modified as follows:

This Addendum shall not alter, modify, or change in any other respect this Lease, and except as modified herein, all of the terms and provisions of this Lease are expressly ratified and confirmed and shall remain in full force and effect.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

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Date Signature



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## EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

This Exclusive Right to Lease Listing Agreement (“Agreement”) is made on \_\_\_\_\_ (Date) by and between \_\_\_\_\_ (“Landlord”) and (Insert Firm Name) \_\_\_\_\_ (“Broker”).

**1. APPOINTMENT OF BROKER.** In consideration of the services provided by Broker and described in this Agreement, Landlord hereby appoints Broker as Landlord’s sole and exclusive listing agent and grants Broker the exclusive right to lease the real property described below (“Premises”).

**2. PREMISES.**

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_

City \_\_\_\_\_, Virginia ZIP Code \_\_\_\_\_

Subdivision or Condominium \_\_\_\_\_ County/Municipality \_\_\_\_\_

TAX Map/ID # \_\_\_\_\_

Parking Space # \_\_\_\_\_ Storage Unit # \_\_\_\_\_ Mailbox # \_\_\_\_\_

**3. NOTICES.** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

**Landlord**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Broker (Firm)**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**4. TERM OF AGREEMENT.** This Agreement shall run for the period commencing after signature by all parties and expiring at 11:59 p.m. on \_\_\_\_\_ (“Listing Period”).

Upon ratification of a lease for Premises, Landlord releases Broker from any further responsibility regarding Premises and the lease, including but not limited to performance by the tenant, unless Landlord has entered into a property management agreement with Broker.

**5. LEASE TERMS.** Landlord instructs Broker to offer Premises for lease for a minimum of \_\_\_\_\_ months, but not to exceed \_\_\_\_\_ months, for a monthly rental price of \$ \_\_\_\_\_, or such other price as later agreed upon by Landlord. (Note: Broker does not guarantee that Premises will rent at the stated price hereunder). The Premises shall be available for occupancy on \_\_\_\_\_.

Landlord will accept applications from tenants who qualify for the Housing Choice Voucher Program (Section 8):  Yes **OR**  No

Landlord will allow smoking:  Yes **OR**  No

Landlord will allow pets:  Yes **OR**  No Restrictions: \_\_\_\_\_

The following deposits shall be required from the tenant: \_\_\_\_\_

Landlord agrees that Landlord and tenant shall sign a lease agreement enforceable in the Commonwealth of Virginia.

**6. PROVIDED FIXTURES AND EQUIPMENT.**

**A. Personal Property and Fixtures.**

Landlord shall provide, as part of Premises: any built-in heating and central air conditioning equipment, plumbing and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, exhaust fans, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs.

The items marked YES below are currently installed or offered (If more than one of an item shall be provided, the number of items is noted):

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	___	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	___	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	___	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	___	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	___	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	___	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	___	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	___	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	___	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	___	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	___	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	___	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	___	Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Water Treatment
System											
<input type="checkbox"/>	<input type="checkbox"/>	___	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	___	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	___	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	___	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	___	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	___	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	___	Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	___	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	___	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	___	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	___	Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ ice maker				

Other: \_\_\_\_\_

**B. As-Is Items.** Landlord will not warrant the condition or working order of the following items and/or systems: \_\_\_\_\_

**C. Repair Deductible:** \_\_\_\_\_

**7. UTILITIES AND SERVICES.** (Check all that apply)

Included in Rent?

- Water Supply:  Public  Private Well  Community Well  Yes  No
- Sewage Disposal:  Public  Septic # BR: \_\_\_\_\_  Yes  No
- Type of Septic:  Community  Conventional  Alternative  Experimental
- Hot Water:  Oil  Gas  Electric  Other \_\_\_\_\_ Number of Gallons \_\_\_\_\_  Yes  No
- Air Conditioning:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_  Yes  No
- Heating:  Oil  Gas  Electric  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_  Yes  No
- Trash Removal/Recycling:  County/City  Private  Yes  No

- 8. VIRGINIA RESIDENTIAL LANDLORD TENANT ACT (VRLTA).** Premises are subject to VRLTA unless exempt (see Va. Code Ann. § 55-248.3:1). Broker shall only provide a VRLTA lease. Landlord may retain legal counsel to draft a custom lease if Premises are exempt.
- 9. BROKER DUTIES.** Broker shall perform, and Landlord hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.
- A.** Broker shall protect and promote the interests of Landlord and shall provide Landlord with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Landlord acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS, the Code of Ethics of the National Association of REALTORS®, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.
  - B.** Broker shall use reasonable efforts and act diligently to seek tenants for Premises at the price and terms stated herein or otherwise acceptable to Landlord, to negotiate on behalf of Landlord, to establish strategies for accomplishing Landlord’s objectives, to assist in satisfying Landlord’s contractual obligations and to facilitate the consummation of the lease of Premises.
  - C.** Broker shall market Premises, at Broker’s discretion, including without limitation, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Premises after Landlord has accepted an application.
  - D.** Broker shall present all written applications or counteroffers to and from Landlord, in a timely manner, even if Premises is subject to an approved application, unless otherwise instructed by Landlord in writing.
  - E.** Broker shall not continue to market, show and/or permit showings after Premises is subject to a ratified lease, unless otherwise instructed by Seller in writing.
  - F.** Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Landlord has or may have an interest.
  - G.** Broker shall show Premises during reasonable hours to prospective tenants and shall accompany or accommodate, as needed, other real estate licensees, their prospective tenants, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Premises, to facilitate and/or consummate the rental of Premises. Broker  shall **OR**  shall not install an electronic lockbox on Premises to allow access and showings by persons who are authorized to access Premises.
  - H.** Broker  shall **OR**  shall not install “For Rent” signs on Premises, as permitted. Landlord is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

**10. MARKETING/MLS/INTERNET ADVERTISING.**

- A.** Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any Multiple Listing Service (“MLS”) that Broker deems appropriate. Broker shall disseminate information regarding Premises, including the entry date, listing price(s), final price and all terms, and expired or withdrawn status, by printed form and/or electronic computer service, which may include internet advertising, during and after the expiration of this Agreement.

Broker shall enter the listing information into the MLS database:



Within three (3) business days of commencement of Listing Period **OR**  On or before: \_\_\_\_\_

- B.**  Landlord authorizes **OR**  Landlord does not authorize Broker to conduct pre-marketing activities. If Landlord authorizes Broker to conduct pre-marketing activities, a Pre-Marketing (Coming Soon) Addendum to the Listing Agreement is attached and made part of this Agreement.
- C.** The parties agree and understand that internet advertising includes:
- 1) Broker's internet website;
  - 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
  - 3) Any other internet websites in accordance with applicable MLS rules and regulations;
  - 4) Printed media; and/or
  - 5) Any available MLS program(s) that enable participants to display aggregated MLS active listing information on other such participants' and authorized users' public websites.
- D.** Landlord agrees and understands that Broker has provided an opportunity to Landlord to opt-out of any of the following four provisions which govern the display of information on Virtual Office Websites (VOW) and that Broker is thus hereby authorized by Landlord to submit and market Premises as follows.

**PART I:**

- Landlord authorizes **OR**  Landlord does not authorize Broker to submit and market Premises by and through the display on any internet websites.

**If Landlord selects the second option, consumers who conduct searches for listings on the internet will not see the corresponding information about Premises in response to a search.**

**PART II:**

- Landlord authorizes **OR**  Landlord does not authorize the display of Premises address on any internet website.

**PART III:**

- Landlord authorizes **OR**  Landlord does not authorize the display of unedited comments or reviews of Premises (or display a hyperlink to such comments or reviews) on MLS participants' internet websites.

**PART IV:**

- Landlord authorizes **OR**  Landlord does not authorize the display of an automated estimate of the market value of Premises (or a hyperlink to such estimate) on MLS participants' internet websites.

- E.** During the term of this Agreement, Landlord may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described in 10.C. above. Broker agrees to update the MLS database accordingly.

**11. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.**

**Landlord representation** occurs by virtue of this Agreement with Landlord's contract to use Broker's services and may also include any cooperating brokers who act on behalf of Landlord as

subagent of Broker. (Note: Broker may assist a tenant or prospective tenant by performing ministerial acts that are not inconsistent with Broker's duties as Landlord's listing agent under this Agreement.)

**Tenant representation** occurs when tenants contract to use the services of their own broker (known as a tenant representative) to act on their behalf.

**Designated representation** occurs when a tenant and landlord in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the tenant or only the landlord in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. The broker remains a dual representative.

Landlord does not consent to designated representation, thus Landlord does not allow Premises to be shown to a tenant represented by this Broker through another designated representative associated with the firm **OR**

Landlord consents to designated representation and allows Premises to be shown to a tenant represented by this Broker through another designated representative associated with the firm.

**Dual representation** occurs when the same broker and the same leasing associate represent both the tenant and landlord in one transaction. In the event of dual representation, the broker shall be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

Landlord does not consent to dual representation; thus Landlord does not allow Premises to be shown to a tenant represented by this Broker through the same representative **OR**

Landlord consents to dual representation and consents to allow Premises to be shown to a tenant represented by this Broker through the same representative.

**An additional disclosure is required before designated or dual representation is to occur for a specific transaction.**

Broker will notify other real estate licensees via the MLS of whether Landlord consents to designated representation and/or dual representation.

## 12. BROKER COMPENSATION.

**A. Payment.** Landlord shall pay Broker in cash total compensation of \_\_\_\_\_ ("Compensation") if, during the term of this Agreement, anyone produces a tenant ready, willing and able to lease Premises.

Compensation is also earned if, within \_\_\_\_\_ days after the expiration or termination of this Agreement, an application is accepted with a ready, willing, and able tenant to whom Premises had been shown during the term of this Agreement; provided, however, that Compensation need not be paid if the Premises are listed with another real estate company.

**B. Leasing Broker.** Broker shall offer a portion of Compensation to a cooperating broker as indicated:

Tenant Agency Compensation: \_\_\_\_\_ **OR**

Other Compensation: \_\_\_\_\_

*Note: Compensation may be shown by a percentage of the monthly lease price, a definite dollar amount or "N" for no compensation.*

*Broker's compensation and the sharing of compensation between brokers are not fixed, controlled, recommended or suggested by any Multiple Listing Service or association of REALTORS®.*

**C. Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \_\_\_\_\_ which  shall **OR**  shall not be subtracted from Compensation. The retainer is non-refundable and is earned when paid.

**D. Early Termination.** In the event Landlord wishes to terminate this Agreement prior to the end of Listing Period, without good cause, Landlord shall pay Broker \_\_\_\_\_ before Broker's execution of a written release.

**E. Purchase By Tenant.** If a tenant purchases Premises during tenant's occupancy of Premises or within \_\_\_\_ days of vacating Premises, Landlord agrees to pay Broker compensation of \_\_\_\_\_ in cash at settlement.

**13. CONFIDENTIAL INFORMATION.** Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning material adverse facts about Premises is not considered confidential information.

**14. AUTHORIZATION TO DISCLOSE OTHER APPLICATIONS.** In response to inquiries from tenants or cooperating brokers, Broker may not disclose, without Landlord's authorization, the existence of other written offers on Premises. If Landlord does give such authorization, Landlord acknowledges that Broker and leasing associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.

Landlord  does **OR**  does not authorize Broker and sales associate to disclose such information to tenants or cooperating brokers.

**15. COMPLIANCE WITH FAIR HOUSING LAWS.** Premises shall be shown and made available without regard to race, color, religion, sex, handicap, familial status, or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

**16. RELOCATION PROGRAM.**

Landlord is participating in any type of relocation program:  Yes **OR**  No.

If "Yes": (a) the program is named: \_\_\_\_\_, Contact Name \_\_\_\_\_ Contact Information \_\_\_\_\_ and

(b) terms of the program are: \_\_\_\_\_

If "No" or if Landlord has failed to list a specific relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.

**17. CONDOMINIUM OR PROPERTY ASSOCIATION.** In the event that there is a condominium or property owners' association for the Premises, Landlord agrees to provide  to Broker at the commencement of Agreement **OR**  to the tenant prior to lease execution copies of current rules & regulations pertaining to Premises. This package shall be provided  at Landlord's cost **OR**  at the tenant's cost. Fees in addition to regular monthly charges are:  Move-In  Parking  Pool  Tennis  Other \_\_\_\_\_

Landlord is responsible for all association dues and fees. Landlord represents that Landlord  is **OR**  is not current on all association dues and/or special assessments.

**18. LEAD-BASED PAINT DISCLOSURE.** Landlord represents that the residential dwelling(s) at Premises  were **OR**  were not constructed before 1978. If the dwelling(s) were constructed before 1978, Landlord is subject to federal law concerning disclosure of the possible presence of lead-based paint at Premises, and Landlord acknowledges that Broker has informed Landlord of Landlord's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852(d), Landlord has completed and provided to Broker the form, "Rental: Disclosure And Acknowledgment Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards" or equivalent form.

**19. CURRENT LIENS.** Landlord represents to Broker that the below information is true and complete to the best of Landlord's information, knowledge and belief:

*Check all that are applicable:*

- A.  Premises are not encumbered by any mortgage or deed of trust (if box is checked, skip to item D).
- B.  Landlord is current on all payments for all loans secured by Premises.
- C.  Landlord is not in default and has not received any notice(s) from the holder(s) of any loan secured by Premises, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- D.  There are no liens secured against Premises for federal, state or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.
- E.  There are no judgments against Landlord (including each owner for jointly held property). Landlord has no knowledge of any matter that might result in a judgment that may potentially affect Premises.
- F.  Landlord has not filed for bankruptcy protection under Federal law and is not contemplating doing so during the term of this Agreement, or subsequent Lease Term.

During the term of this Agreement, should any change occur with respect to answers A through F above, Landlord shall immediately notify Broker and Leasing Associate/Listing Agent, in writing, of such change.

**20. MISCELLANEOUS PROVISIONS.**

**A. Landlord Representations and Warranties.**

Landlord is aware that Landlord may be responsible for failing to disclose information and/or misrepresenting the condition of Premises. Landlord warrants that:

- 1) Landlord is not a party to a listing agreement with another broker for the sale, exchange or lease of Premises.
- 2) No person or entity has the right to purchase, lease or acquire Premises, by virtue of an option, right of first refusal or otherwise.
- 3) Landlord  is **OR**  is not a licensed (active/inactive) real estate agent/broker.
- 4) Landlord  has **OR**  has no knowledge of the existence, removal or abandonment of any underground storage tank on Premises.
- 5) Premises  are **OR**  are not currently tenant-occupied.

**B. Access to Premises.** Landlord shall provide keys to Broker for access to Premises to facilitate Broker's duties under this Agreement. If Premises are currently tenant-occupied, Landlord shall provide Broker with any current lease documents and contact information for current tenant and shall use best efforts to obtain the full cooperation of current tenants, in connection with showings and inspections of Premises.

**C. Landlord Assumption of Risk.**

1) Landlord retains full responsibility for Premises, including all utilities, maintenance, physical security and liability during the term of this Agreement. Landlord is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Landlord's own insurance company.

Broker is not responsible for the security of Premises or for inspecting Premises on any periodic basis. If Premises are or become vacant during the Listing Period, Landlord is advised to notify Landlord's homeowner's insurance company and request a "Vacancy Clause" to cover Premises.

2) In consideration of the use of Broker's services and facilities and of the facilities of any Multiple Listing Service, Landlord and Landlord's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent association of REALTORS<sup>®</sup>, except for malfeasance on the part of such parties, from any liability to Landlord for vandalism, theft or damage of any nature whatsoever to Premises or its contents that occurs during the Listing Period. Landlord waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Premises by any persons during the Listing Period.

**D. Appropriate Professional Advice.** Broker can counsel on real estate matters, but if Landlord desires legal advice, Landlord is advised to seek legal counsel. Landlord is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.

**E. Service Provider Referrals.** Broker or one of Broker's sales associates may refer a service provider to assist Landlord in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Landlord is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Landlord. Landlord is free to reject any referred service provider for any or no reason.

**F. Subsequent Offers After Application Acceptance.** After a rental application has been accepted for Premises, Broker recommends Landlord obtain the advice of legal counsel prior to acceptance of any subsequent application to rent.

**G. Governing Law.** The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.

**H. Binding Agreement.** This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

**21. ATTORNEY'S FEES.** If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover

against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more of the Parties is a "Substantially Prevailing Party," in which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third-party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

**22. ADDITIONAL TERMS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date / Landlord Date / Broker

\_\_\_\_\_  
Date / Landlord

\_\_\_\_\_  
Date / Landlord

\_\_\_\_\_  
Date / Landlord

\*\*\*\*\*

**Leasing Associate Contact Information**

Leasing Associate (Listing Agent): \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ (Fax) \_\_\_\_\_

**Supervising Broker Contact Information**

Broker Name: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_



### EXCLUSIVE RIGHT TO REPRESENT TENANT AGREEMENT

This Exclusive Right to Represent Tenant Agreement (“Agreement”) is made on \_\_\_\_\_ (“Date”) by and between \_\_\_\_\_ (“Tenant”) and (Insert Firm Name) \_\_\_\_\_ (“Broker”).

1. **APPOINTMENT OF BROKER.** In consideration of services provided by Broker and described in this Agreement, Broker is hereby granted the right to represent Tenant in the leasing of real property.
2. **TENANT’S REPRESENTATIONS.** Tenant represents that as of the commencement date of this Agreement, Tenant is not a party to a tenant representation agreement with any other brokerage firm. Tenant further represents that Tenant has disclosed to Broker information about any properties that Tenant has previously visited at any rental communities or “open houses,” or that Tenant has been shown by any other real estate associate(s) in any area where Tenant seeks to lease property under this Agreement.
3. **NOTICES.** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

**Tenant**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Broker (Firm)**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

4. **TERM AND TERMINATION.** This Agreement commences when signed and, subject to the COMPENSATION paragraph, terminates at 11:59 p.m. on \_\_\_\_\_ (“Expiration Date”). Either party may terminate this Agreement prior to the Expiration Date by delivering \_\_\_ days advance notice to the other. In the event Tenant wishes to terminate this Agreement prior to the Expiration Date, Tenant shall compensate Broker \$ \_\_\_\_\_ (“Early Termination Fee”).
5. **BROKER’S DUTIES.** Broker shall promote the interests of Tenant by: (a) performing the terms of the brokerage agreement; (b) seeking a lease at a price and terms acceptable to Tenant; (c) presenting in a timely manner all written applications or counteroffers to and from Tenant; (d) disclosing to Tenant all material facts related to the property or concerning the transaction of which they have actual knowledge; and (e) accounting for in a timely manner all money and property received in which Tenant has or may have an interest. Unless otherwise provided by law or Tenant consents in writing to the release of the information, Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Tenant, if that information is received from Tenant during the brokerage relationship. In satisfying these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective landlords honestly and not knowingly give them false information. In addition, Broker may: show the same property to other tenants; represent other tenants on the same or different properties; represent landlords relative to other properties; or provide assistance to a landlord or prospective

landlord by performing ministerial acts that are not inconsistent with Broker's duties under this Agreement.

- 6. **TENANT'S DUTIES.** Tenant shall: (a) work exclusively with Broker during the term of this Agreement; (b) pay Broker, directly or indirectly, the compensation set forth below; (c) comply with the reasonable requests of Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; and (d) be available during Broker's regular working hours to view properties.

Tenant is advised against and assumes responsibility for taking, posting, publishing or displaying any photo or video recording of any property without first obtaining landlord's prior written consent. Tenant hereby releases and holds harmless Broker, Broker's designated agents, sales associates and employees from any liability which may result therefrom. Tenant also acknowledges that landlord may have a video and/or audio recording system in the property, even if prior disclosure is not made.

- 7. **PURPOSE.** Tenant is retaining Broker for the leasing of the following type of real property: \_\_\_\_\_

8. **COMPENSATION.**

A. **Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \$\_\_\_\_\_, which  shall **OR**  shall not be subtracted from any compensation due Broker under this Agreement. The retainer fee is non-refundable and is earned when paid.

B. **Payment.** Tenant shall pay compensation in the amount of \_\_\_\_\_ ("Broker's Fee") to Broker if Tenant enters into a lease for real property during the term of this Agreement and any time thereafter. In most cases, the landlord pays Broker's Fee, but in the event landlord does not pay any or all of this amount due, Tenant hereby agrees to pay any and all remaining Broker's Fee due to the Tenant's Broker. Broker may retain any additional compensation offered by the landlord or landlord's representative, even if this causes the compensation paid to Broker to exceed the fees specified above.

Broker's Fee, shall also be earned, due and payable under either of the following circumstances whether the transaction is consummated through the services of Broker or otherwise:

- 1. If, within \_\_\_\_\_ days after expiration or termination of this Agreement, Tenant enters into a lease for real property, unless Tenant has entered into a subsequent "Exclusive Right to Represent Tenant" agreement with another real estate broker; **OR**
- 2. If, having entered into a lease for real property during the term of this Agreement, Tenant defaults under the terms of that lease.

In addition to the Broker's Fee, an additional fee of \$\_\_\_\_\_ will be collected from Tenant payable to Broker at the time Tenant takes possession of the property.

Any obligation incurred under this Agreement on the part of Tenant to pay Broker's Fee shall survive the term of this Agreement.

- 9. **RELOCATION PROGRAM.** Tenant is participating in any type of relocation program  Yes **OR**  No. If "Yes": (a) the program is named: \_\_\_\_\_  
Contact Name \_\_\_\_\_ Contact Information \_\_\_\_\_ and  
(b) terms of the program are: \_\_\_\_\_



If “No” or Tenant has failed to list a specific relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.

#### 10. TYPES OF REAL ESTATE REPRESENTATION – DISCLOSURE AND INFORMED CONSENT.

**Landlord representation** occurs when landlords contract to use the services of their own broker (known as a listing agent) to act on their behalf.

**Tenant representation** occurs by virtue of this Agreement to use Broker’s services. (Note: Broker may assist a landlord or prospective landlord by performing ministerial acts that are not inconsistent with Broker’s duties as Tenant’s agent under this Agreement.)

**Designated representation** occurs when a tenant and landlord in one transaction are represented by different leasing associate(s) affiliated with the same broker. Each of these leasing associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the tenant or only the landlord in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the BROKER’S DUTIES paragraph. The broker remains a dual representative.

Tenant does not consent to designated representation thus Tenant does not allow Broker to show properties owned by a landlord represented by this Broker through another designated representative associated with the firm. **OR**

Tenant consents to designated representation and allows Broker to show properties owned by a landlord represented by this Broker through another designated representative associated with the firm.

**Dual representation** occurs when the same broker and the same leasing associate represent both the tenant and landlord in one transaction. In the event of dual representation, the broker shall be bound by confidentiality requirements for each client, set forth in the BROKER’S DUTIES paragraph.

Tenant does not consent to dual representation thus Tenant does not allow Broker to show properties owned by a landlord represented by this Broker through the same representative. **OR**

Tenant does consent to dual representation thus Tenant does allow Broker to show properties owned by a landlord represented by this Broker through the same representative.

**An additional disclosure is required before designated or dual representation is to occur for a specific transaction.**

**11. COMPLIANCE WITH FAIR HOUSING LAWS.** Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

**12. ATTORNEYS’ FEES.** If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more of the Parties is a “Substantially Prevailing Party,” in

which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third-party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorneys' fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

13. The Tenant  does **OR**  does not hold an active or inactive real estate license.

14. **DISCLAIMER.** Tenant acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Tenant is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters. Tenant should exercise whatever due diligence Tenant deems necessary with respect to information on any sexual offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting your local police department or the Department of State Police Central Criminal Records Exchange, at (804)674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>

15. **SERVICE PROVIDER REFERRALS.** Broker or Broker's sales associates may refer a service provider to assist Tenant in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Tenant is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Tenant. Tenant is free to reject any referred service provider for any or no reason.

16. **MISCELLANEOUS.** This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersedes any other written or oral agreements between the parties. This Agreement can only be modified in writing when signed by both parties. The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.

17. **OTHER PROVISIONS.** \_\_\_\_\_  
\_\_\_\_\_

**(NOTE: Tenant should consult with Broker before visiting any rental properties or contacting any landlords or other real estate associates representing landlords, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)**

\_\_\_\_\_  
Date / Tenant

\_\_\_\_\_  
Date / Broker/Leasing Manager

\_\_\_\_\_  
Date / Tenant

\_\_\_\_\_  
Date / Tenant

\_\_\_\_\_  
Date / Tenant

\*\*\*\*\*

**Leasing Associate Contact Information**

Associate (Tenant’s Agent): \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ (Fax) \_\_\_\_\_

**Supervising Broker Contact Information**

Broker Name: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement (“Agreement”) is made on \_\_\_\_\_ (“Date”) by and between \_\_\_\_\_ (“Seller”) and (Insert Firm Name) \_\_\_\_\_ (“Broker”).

**1. APPOINTMENT OF BROKER.** In consideration of the services provided by Broker and described in this Agreement, Seller hereby appoints Broker as Seller’s sole and exclusive listing agent and grants Broker the exclusive right to sell the real property described below (“Property”).

**2. PROPERTY.**

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_

City \_\_\_\_\_, Virginia ZIP Code \_\_\_\_\_

TAX Map/ID # \_\_\_\_\_

Parking Space # \_\_\_\_\_ Storage Unit # \_\_\_\_\_ Mailbox # \_\_\_\_\_

Historic District Designation \_\_\_\_\_

Legal Description:

Lot/Block/Subdivision:

Lot(s) \_\_\_\_\_ Block/Square \_\_\_\_\_ Section \_\_\_\_\_ Phase \_\_\_\_\_

Subdivision or Condominium \_\_\_\_\_

County/Municipality \_\_\_\_\_ Deed Book/Page # \_\_\_\_\_

Metes/Bounds: see attached description or survey.

MLS Description:

No. of Levels: \_\_\_\_\_ Basement:  Yes  No Basement Entrance Type: \_\_\_\_\_

Basement Type: \_\_\_\_\_ Attic Type: \_\_\_\_\_

Architectural Style: \_\_\_\_\_ Type of Exterior: \_\_\_\_\_

Disability Access:  Yes  No

**3. NOTICES.** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

**Seller**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Broker (Firm)**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**4. TERM OF AGREEMENT.** This Agreement shall run for the period commencing upon signature by all parties and expiring at 11:59 p.m. on \_\_\_\_\_ (“Listing Period”). If a sales contract for Property is ratified during Listing Period which provides for a

settlement date beyond Listing Period, this Agreement shall be extended automatically until final disposition of the sales contract.

**5. LISTING PRICE.** Seller instructs Broker to offer Property for sale at a selling price of \$ \_\_\_\_\_, or such other price as later agreed upon by Seller, which price includes Broker's compensation. (Note: Broker does not guarantee that Property will appraise or sell at the price stated herein, nor does Broker guarantee any net amount Seller might realize from the sale of Property).

**6. CONVEYANCES.**

**A. Personal Property and Fixtures.** Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs.

Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey.

If more than one of an item conveys, the number of items is noted. The items marked YES below are currently installed or offered:

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	___	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	___	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	___	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	___	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	___	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	___	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	___	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	___	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	___	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	___	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	___	Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	___	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	___	Water Treatment Syst.
<input type="checkbox"/>	<input type="checkbox"/>	___	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	___	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	___	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	___	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	___	Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	___	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	___	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	___	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ ice maker	<input type="checkbox"/>	<input type="checkbox"/>	___	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	___	Fireplace								
			w/ Screen/Door								
			w/ Gas Log Insert								

Other: \_\_\_\_\_

**B. As-Is Items.** Seller will not warrant the condition or working order of the following items and/or systems: \_\_\_\_\_

**C. As-Is Marketing.** Seller  does **OR**  does not authorize Broker to offer the entire Property in "As-Is" condition.

**D. Leased Items, Systems, and/or Service Contracts.** Any leased items, systems, or service contracts (including, but not limited to, termite or pest control, home warranty, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by buyer and Seller. The following is a list of the leased items within Property:

\_\_\_\_\_

7. **HOMEOWNER WARRANTY.** Seller has the option to purchase a homeowner warranty, which can be in effect during the Listing Period and will transfer to the buyer upon settlement. Seller should review the scope of coverage, exclusions and limitations.

Cost not to exceed \$ \_\_\_\_\_ Warranty provider to be \_\_\_\_\_

8. **UTILITIES.** (Check all that apply)

Hot Water:  Oil  Gas  Electric  Other \_\_\_\_\_ Number of Gallons \_\_\_\_\_

Air Conditioning:  Oil  Gas  Electric  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_

Heating:  Oil  Gas  Electric  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_

Water Supply:  Public  Private Well  Community Well

Sewage Disposal:  Public  Septic Approved for \_\_\_\_\_ Bedrooms

Type of Septic System:  Community  Conventional  Alternative  Experimental

Section 32.1-164:1 of the Code of Virginia requires Seller to disclose whether the onsite septic system serving Property is operating under a waiver of repair and/or maintenance requirements imposed by the State Board of Health. If the septic system is operating pursuant to a waiver, then Seller must provide the buyer with the "Disclosure Regarding Validity of Septic System Permit" prior to contract ratification. Such waiver is not transferable to the buyer.

Seller represents that the septic system  is **OR**  is not operating under a waiver from the State Board of Health.

9. **BROKER DUTIES.** Broker shall perform, and Seller hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.
- A. Broker shall protect and promote the interests of Seller and shall provide Seller with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the Multiple Listing Service (MLS), the Code of Ethics of the National Association of REALTORS®, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.
  - B. Broker shall use reasonable efforts and act diligently to seek buyers for Property at the price and terms stated herein or otherwise acceptable to Seller, to negotiate on behalf of Seller, to establish strategies for accomplishing Seller's objectives, to assist in satisfying Seller's contractual obligations, and to facilitate the consummation of the sale of Property.
  - C. Broker shall market Property, at Broker's discretion, including without limitation, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Property after Seller has accepted an offer.
  - D. Broker shall present all written offers or counteroffers to and from Seller in a timely manner, even if Property is subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.
  - E. Broker shall not continue to market, show and/or permit showings after Property is subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.
  - F. Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Seller has or may have an interest.

- G.** Broker shall show Property during reasonable hours to prospective buyers and shall accompany or accommodate, as needed, other real estate licensees, their prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Property, to facilitate and/or consummate the sale of Property.

**Broker agrees that the showing instructions to be shared in the MLS with other real estate licensees and their prospective buyers are as follows:** \_\_\_\_\_

Broker  shall **OR**  shall not install an electronic lockbox on Property to allow access and showings by persons who are authorized to access Property.

- H.** Broker  shall **OR**  shall not install "For Sale" signs on Property, as permitted. Seller is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

#### **10. MARKETING/MLS/INTERNET ADVERTISING.**

- A.** Broker shall disseminate information regarding Property including listing price(s), final sales price, all terms, and all status updates via the MLS during and after the expiration of this Agreement.

Broker shall enter the listing information into the MLS database:

Within three (3) business days of commencement of the Listing Period **OR**  on or before: \_\_\_\_\_

- B.**  Seller authorizes **OR**  Seller does not authorize Broker to conduct pre-marketing activities. If Seller authorizes Broker to conduct pre-marketing activities, a Pre-Marketing (Coming Soon) Addendum to the Listing Agreement is attached and made part of this Agreement.

- C.** The parties agree and understand that internet advertising includes:

- 1) Broker's internet website;
- 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in the MLS;
- 3) Any other internet websites (such as syndicated websites) in accordance with applicable MLS rules and regulations; and/or
- 4) Printed media.

Seller authorizes **OR**  Seller does not authorize Broker to market Property through the MLS to be made available to third party websites. Seller understands that the listing data may get disseminated to third party websites through means other than the MLS regardless of the selection above. Seller acknowledges that the accuracy of the listing data is controlled by the third-party websites and is outside of Broker's control.

- D.** In the event Seller has opted into marketing Property in the MLS in C. above, Broker is hereby authorized by Seller to submit and market Property as follows:

Seller authorizes **OR**  Seller does not authorize the display of Property address on any internet website. In the event Seller does not authorize the display of the property address, only the ZIP code will be displayed.

Seller authorizes **OR**  Seller does not authorize the display of unedited comments or reviews of Property (or display a hyperlink to such comments or reviews) on MLS participants' internet websites. This provision does not control the display of such comments

on third-party websites such as syndicated websites.

- Seller authorizes **OR**  Seller does not authorize the display of an automated estimate of the market value of Property (or a hyperlink to such estimate) on MLS participants' internet websites. This provision does not control the display of such estimated value of Property on third-party websites such as syndicated websites.

E. During the term of this Agreement, Seller may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described above. Broker agrees to update the MLS database accordingly.

## 11. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.

**Seller representation** occurs by virtue of this Agreement with Seller's consent to use Broker's services and may also include any cooperating brokers who act on behalf of Seller as subagent of Broker. (Note: Broker may assist a buyer or prospective buyer by performing ministerial acts that are not inconsistent with Broker's duties as Seller's listing agent under this Agreement.)

**Buyer representation** occurs when buyers contract to use the services of their own broker (known as a buyer representative) to act on their behalf.

**Designated representation** occurs when a buyer and seller in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. The broker remains a dual representative.

Seller does not consent to designated representation and does not allow Property to be shown to a buyer represented by this Broker through another designated representative associated with the firm **OR**

Seller consents to designated representation and allows Property to be shown to a buyer represented by this Broker through another designated representative associated with the firm.

**Dual representation** occurs when the same broker and the same sales associate represent both the buyer and seller in one transaction. In the event of dual representation, the broker shall be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

Seller does not consent to dual representation and Seller does not allow Property to be shown to a buyer represented by this Broker through the same sales associate. **OR**

Seller consents to dual representation and allows Property to be shown to a buyer represented by this Broker through the same sales associate.

**An additional disclosure is required before designated or dual representation is to occur for a specific transaction.**

Broker will notify other real estate licensees via the MLS whether Seller consents to designated or dual representation.



**12. BROKER COMPENSATION.**

**A. Payment.** Seller shall pay Broker in cash total compensation of \_\_\_\_\_ (“Compensation”) if, during the term of this Agreement, anyone produces a buyer ready, willing and able to buy Property.

Compensation is also earned if, within \_\_\_\_\_ days after the expiration or termination of this Agreement, a contract is ratified with a ready, willing, and able buyer to whom Property had been shown during the term of this Agreement; provided, however, that Compensation need not be paid if a contract is ratified on Property while Property is listed with another real estate company.

**B. Cooperating Broker.** Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any MLS that Broker deems appropriate. To that end, Broker shall offer a portion of Compensation to the cooperating broker as indicated:

Buyer Agency Compensation: \_\_\_\_\_ **OR**

Other Compensation: \_\_\_\_\_

*Note: Compensation may be shown by a percentage of the gross selling price, a definite dollar amount or “N” for no compensation.*

*Broker’s compensation and the sharing of compensation between brokers are not fixed, controlled, recommended or suggested by any multiple listing service or association of REALTORS®.*

**C. Variable Rate Commission.** If applicable, the Broker and Seller agree to a variable rate commission to be paid as follows: \_\_\_\_\_.

**D. Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \_\_\_\_\_ which  shall **OR**  shall not be subtracted from Compensation. The retainer fee is non-refundable and is earned when paid.

**E. Early Termination.** In the event Seller wishes to terminate this Agreement prior to the end of Listing Period, without good cause, Seller shall pay Broker \_\_\_\_\_ before Broker’s execution of a written release.

**13. CONFIDENTIAL INFORMATION.** Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Seller which were obtained by Broker during the brokerage relationship, unless Seller consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning latent material defects about Property is not considered confidential information.

**14. AUTHORIZATION TO DISCLOSE OTHER OFFERS.** In response to inquiries from buyers or cooperating brokers, Broker may not disclose, without Seller’s authorization, the existence of other written offers on Property. If Seller does give such authorization, Seller acknowledges that Broker and sales associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker’s firm, or by a cooperating broker.

Seller  does **OR**  does not authorize Broker and sales associate(s) to disclose such information to buyers or cooperating brokers.

**15. COMPLIANCE WITH FAIR HOUSING LAWS.** Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status, or national origin as well as all

classes protected by the laws of the United States, the Commonwealth of Virginia, and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

**16. RELOCATION PROGRAM.** Seller is participating in any type of relocation program:

Yes **OR**  No

If "Yes": (a) the program is named: \_\_\_\_\_  
Contact Name \_\_\_\_\_ Contact Information \_\_\_\_\_ and  
(b) terms of the program are: \_\_\_\_\_

If "No" or if Seller has failed to list a specific employee relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.

**17. CONDOMINIUM ASSOCIATION.** Seller represents that Property  is **OR**  is not located within a development which is a Condominium or Cooperative. Condominiums or Cooperatives being offered for sale are subject to the receipt by buyers of the required disclosures, and Seller is responsible for payment of appropriate fees and for providing these disclosure documents to prospective buyers as prescribed in the Condominium Act, Section 55-79.39 et seq., and the Cooperative Act, Section 55-424, et seq., of the Code of Virginia.

Seller **OR**  Broker shall order the association disclosure documents at Seller's expense  
 at the time of listing **OR**  within 3 days following the date of contract ratification **OR**  \_\_\_\_\_.

The Condominium or Cooperative dues are \$ \_\_\_\_\_ per \_\_\_\_\_  
(frequency of payment).

Special Assessment \$ \_\_\_\_\_ for \_\_\_\_\_

Condominium or Cooperative Association Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Seller represents that Seller  is **OR**  is not current on all condominium association dues and/or special assessments.

**18. PROPERTY OWNERS' ASSOCIATION.** Seller represents that Property  is **OR**  is not located within a development(s) which is subject to the Virginia Property Owners' Association Act, Sections 55-508 through 55-516 of the Code of Virginia. If Property is within such a development, Seller is responsible for payment of the appropriate fees and for providing these disclosure documents to the buyers.

Seller **OR**  Broker shall order the association disclosure documents at Seller's expense  
 at the time of listing **OR**  within 3 days following the date of contract ratification **OR**  \_\_\_\_\_.

The Property Owners' Association dues are \$ \_\_\_\_\_ per \_\_\_\_\_  
(frequency of payment).

Special Assessment \$ \_\_\_\_\_ for \_\_\_\_\_

Property Owners' Association Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Seller represents that Seller  is **OR**  is not current on all property owners' association dues

and/or special assessments.

**19. PROPERTY CONDITION.** Seller acknowledges that Broker has informed Seller of Seller's rights and obligations under the Virginia Residential Property Disclosure Act. Property  is **OR**  is not exempt from the Act. If not exempt, Seller has completed and provided to Broker a Residential Property Disclosure Statement, or any other applicable disclosures as may be required.

Seller acknowledges Broker is required to disclose to prospective buyers all material adverse facts pertaining to the physical condition of Property actually known by Broker. Broker shall not, however, be obligated to discover latent defects in Property or to advise on property condition matters outside the scope of Broker's real estate license. Seller shall indemnify, save, and hold Broker harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material adverse facts.

**20. LEAD-BASED PAINT DISCLOSURE.** Seller represents that the residential dwelling(s) at Property  were **OR**  were not constructed before 1978. If the dwelling(s) were constructed before 1978, Seller is subject to federal law concerning disclosure of the possible presence of lead-based paint at Property, and Seller acknowledges that Broker has informed Seller of Seller's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852(d), Seller has completed and provided to Broker the form, "Sale: Disclosure And Acknowledgment Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards" or equivalent form.

**21. CURRENT LIENS.** Seller represents to Broker that the below information is true and complete to the best of Seller's information, knowledge, and belief and Seller understands that any loans identified below will be paid off at Settlement: *(Check all that are applicable)*

- A.  Property is not encumbered by any mortgage or deed of trust *(if box is checked, skip to item G)*.
- B.  Property is security for a first mortgage or deed of trust loan held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_. This loan is a  Conventional OR  FHA or  VA or  \_\_\_\_\_.
- C.  Property is security for a second mortgage or deed of trust loan held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_.
- D.  Property is security for a line of credit or home equity line of credit held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_.
- E.  Seller is current on all payments for the loans identified above.
- F.  Seller is not in default and has not received any notice(s) from the holder(s) of any loan identified above, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- G.  There are no liens secured against Property for federal, state, or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees or special assessments.
- H.  There are no judgments against Seller (including each owner for jointly held property). Seller has no knowledge of any matter that might result in a judgment that may potentially affect Property.

I.  Seller has not filed for bankruptcy protection under Federal law and is not contemplating doing so during the term of this Agreement.

In the event Property is encumbered by a loan, Seller further agrees that Seller shall promptly disclose the name and contact information for the lender and account number to the Settlement Agent identified in a contract for the sale of the Property.

During the term of this Agreement, should any change occur with respect to answers A. through I. above, Seller shall immediately notify Broker and sales associate/listing agent, in writing, of such change.

**22. SELLER FINANCING.** Seller  does **OR**  does not agree to offer seller financing by providing a \_\_\_\_\_ deed of trust loan in the amount of \$\_\_\_\_\_ with further terms to be negotiated.

**23. CLOSING COSTS.** Fees for the preparation of the deed of conveyance, that portion of the settlement agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees, Grantor's Tax, and any other proper charges assessed to Seller will be paid by Seller unless provided otherwise in the sales contract.

The "Seller's Estimated Cost of Settlement" form  is **OR**  is not attached. These estimates are for informational purposes only and will change based upon the terms and conditions of the purchase offer.

**Seller's Proceeds:** The Seller acknowledges that Seller's proceeds may not be available at the time of settlement. The receipt of proceeds may be subject to the **Virginia Wet Settlement Act**, and may be subject to other laws, rules and regulations (e.g. Virginia estate statutes and the **Foreign Investment Real Property Tax Act - FIRPTA**).

**Seller is advised to seek legal and/or financial advice concerning these matters.**

**24. IRS/FIRPTA.** Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information upon request. In certain situations, the IRS requires a percentage of the sales price to be withheld from Seller's proceeds if Seller is a Foreign Person for purposes of U.S. income taxation. Foreign Persons include, but are not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates.

Seller is a U.S. citizen or a Lawful Permanent Resident as defined by the Immigration and Nationality Act (Green Card Holder).  Yes **OR**  No

**25. SELLER DUTIES.**

**A. Seller Representations and Warranties.**

Seller is aware that Seller may be responsible for failing to disclose information and/or misrepresenting the condition of Property. Seller certifies the accuracy of the information provided to the Listing Broker and Seller warrants:

- 1) Seller has capacity to convey good and marketable title to Property by general warranty deed and represents that Property is insurable by a licensed title insurance company with no additional risk premium.

- 2) Seller is not a party to a listing agreement with another broker for the sale, exchange, or lease of Property.
- 3) No person or entity has the right to purchase, lease or acquire Property, by virtue of an option, right of first refusal or otherwise.
- 4) Seller  is **OR**  is not a licensed (active/inactive) real estate agent/broker.
- 5) Seller  has **OR**  has no knowledge of the existence, removal or abandonment of any underground storage tank on Property.
- 6) Property  is **OR**  is not tenant-occupied.
- 7) Seller  has **OR**  does not have a recording system in Property. In the event Seller has a recording system in Property which records audio, Seller understands that recording of audio may result in violation of state and/or federal wiretapping laws. Therefore, Seller hereby releases and holds harmless Broker, Broker's designated agents, sub-agents, sales associates and employees from any liability which may result from the recording of audio in Property.

**B. Access to Property.** Seller shall provide keys to Broker for access to Property to facilitate Broker's duties under this Agreement.

Seller shall allow Broker's unlicensed assistants in Property to perform ministerial acts as defined by 18VAC135-20-165.

If Property is currently tenant-occupied, Seller shall provide Broker with any current lease documents and contact information for current tenant and shall use best efforts to obtain the full cooperation of current tenants, in connection with showings and inspections of Property.

**C. Seller Assumption of Risk.**

- 1) Seller retains full responsibility for Property, including all utilities, maintenance, physical security and liability until title to Property is transferred to buyer. Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Seller's own insurance company.

Broker is not responsible for the security of Property or for inspecting Property on any periodic basis. If Property is or becomes vacant during the Listing Period, Seller is advised to notify Seller's homeowner's insurance company and request a "Vacancy Clause" to cover Property.

- 2) In consideration of the use of Broker's services and facilities and of the facilities of any MLS, Seller and Seller's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any MLS and the directors, officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Seller for vandalism, theft or damage of any nature whatsoever to Property or its contents that occurs during the Listing Period. Seller waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Property by any persons during Listing Period.

**26. MISCELLANEOUS PROVISIONS.**

- A. Appropriate Professional Advice.** Broker can counsel on real estate matters, but if Seller desires legal advice, Seller is advised to seek legal counsel. Seller is advised

further to seek appropriate professional advice concerning, but not limited to, the condition of Property or tax and insurance matters.

- B. Service Provider Referrals.** Broker or one of Broker's sales associates may refer a service provider to assist Seller in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Seller is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Seller. Seller is free to reject any referred service provider for any or no reason.
- C. Wire Fraud.** Seller should never transmit nonpublic personal information, such as credit or debit card, bank account or routing numbers, by email or other unsecured electronic communication. There are numerous e-mail phishing scams that involve fraudulent requests to wire funds in conjunction with a real estate transaction. If Seller receives any electronic communication directing the transfer of funds or to provide nonpublic personal information, even if that electronic communication appears to be from a representative of Broker, do not respond. Such requests, even if they may otherwise appear to be from Broker, could be part of a scheme to defraud Seller by misdirecting the transfer of sale proceeds or using Seller's identity to commit a crime. If Seller should receive wiring instructions via electronic means that appear to be from a legitimate source involved in Seller's real estate transaction, Seller should verify - using contact information other than that provided in the communication - that the instructions were sent by an actual representative of the requesting company. Conversely, if Seller has provided wiring instructions to a third party, it is important to confirm with the representative of said company that the wire instructions are not to be substituted without Seller's verified written consent. When wiring funds, never rely exclusively on an e-mail, fax or text communication.
- D. Subsequent Offers After Contract Acceptance.** After a sales contract has been ratified on Property, Broker recommends Seller obtain the advice of legal counsel prior to acceptance of any subsequent offer.
- E. Governing Law.** The laws of Virginia shall govern the validity, interpretation, and enforcement of this Agreement.
- F. Binding Agreement.** This Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the sale of Property and will not be merged therein. This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.
- 27. ATTORNEYS' FEES.** If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs. However, if the tribunal determines that one or more of the Parties is a "Substantially Prevailing Party," any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in

obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third-party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorneys' fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees, and court reporter fees.

**28. ADDITIONAL TERMS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\_\_\_\_\_/\_\_\_\_\_  
Date Broker/Sales Manager

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\*\*\*\*\*

**Sales Associate Contact Information**

Sales Associate (Listing Agent): \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Supervising Broker Contact Information**

Broker Name: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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**EXCLUSIVE AGENCY LISTING AGREEMENT**

This Exclusive Agency Listing Agreement (“Agreement”) is made on \_\_\_\_\_ (“Date”) by and between \_\_\_\_\_ (“Seller”) and (Insert Firm Name) \_\_\_\_\_ (“Broker”).

**1. APPOINTMENT OF BROKER.** In consideration of the services provided by Broker and described in this Agreement, Seller hereby appoints Broker as Seller’s sole and exclusive listing agent and grants Broker the right to sell the real property described below (“Property”).

**2. PROPERTY.**

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_

City \_\_\_\_\_, Virginia ZIP Code \_\_\_\_\_

TAX Map/ID # \_\_\_\_\_

Parking Space # \_\_\_\_\_ Storage Unit # \_\_\_\_\_ Mailbox # \_\_\_\_\_

Historic District Designation \_\_\_\_\_

Legal Description:

Lot/Block/Subdivision:

Lot(s) \_\_\_\_\_ Block/Square \_\_\_\_\_ Section \_\_\_\_\_ Phase \_\_\_\_\_

Subdivision or Condominium \_\_\_\_\_

County/Municipality \_\_\_\_\_ Deed Book/Page # \_\_\_\_\_

Metes/Bounds, see Attached Description or Survey

MLS Description:

No. of Levels: \_\_\_\_\_ Basement: Yes No Basement Entrance Type: \_\_\_\_\_

Basement Type: \_\_\_\_\_ Attic Type: \_\_\_\_\_

Architectural Style: \_\_\_\_\_ Type of Exterior: \_\_\_\_\_

Disability Access: Yes No

**3. NOTICES.** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

**Seller**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Broker (Firm)**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**4. TERM OF AGREEMENT.** This Agreement shall run for the period commencing upon signature by all parties and expiring at 11:59 p.m. on \_\_\_\_\_ (“Listing Period”). If a sales contract for



Property is ratified during Listing Period, which provides for a settlement date beyond Listing Period, this Agreement shall be extended automatically until final disposition of the sales contract.

**5. LISTING PRICE.** Seller instructs Broker to offer Property for sale at a selling price of \$ \_\_\_\_\_, or such other price as later agreed upon by Seller, which price includes Broker's compensation. (Note: Broker does not guarantee that Property will appraise or sell at the price stated herein, nor does Broker guarantee any net amount Seller might realize from the sale of Property).

**6. CONVEYANCES.**

**A. Personal Property and Fixtures.** Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs.

Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey.

If more than one of an item conveys, the number of items is noted. The items marked YES below are currently installed or offered:

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	___	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	___	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	___	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	___	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	___	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	___	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	___	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	___	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	___	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	___	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	___	Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	___	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	___	Water Treatment Syst.
<input type="checkbox"/>	<input type="checkbox"/>	___	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	___	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	___	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	___	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	___	Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	___	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	___	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	___	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ ice maker	<input type="checkbox"/>	<input type="checkbox"/>	___	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	___	Fireplace								
	<input type="checkbox"/>	___	w/ Screen/Door								
	<input type="checkbox"/>	___	w/ Gas Log Insert								

Other: \_\_\_\_\_

**B. As-Is Items.** Seller will not warrant the condition or working order of the following items and/or systems: \_\_\_\_\_

**C. As-Is Marketing.** Seller  does **OR**  does not authorize Broker to offer the entire Property in "As-Is" condition.

**D. Leased Items, Systems, and/or Service Contracts.** Any leased items, systems, or service contracts (including, but not limited to, termite or pest control, home warranty, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by buyer and Seller. The following is a list of the leased items within Property:

\_\_\_\_\_

**7. HOMEOWNER WARRANTY.** Seller has the option to purchase a homeowner warranty, which can be in effect during the Listing Period and will transfer to the buyer upon settlement. Seller should review the scope of coverage, exclusions and limitations. Cost not to exceed \$ \_\_\_\_\_ Warranty provider to be \_\_\_\_\_

**8. UTILITIES.** (Check all that apply)

Hot Water:  Oil  Gas  Electric  Other \_\_\_\_\_ Number of Gallons \_\_\_\_\_

Air Conditioning:  Oil  Gas  Electric  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_

Heating:  Oil  Gas  Electric  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_

Water Supply:  Public  Private Well  Community Well

Sewage Disposal:  Public  Septic Approved for \_\_\_\_\_ Bedrooms

Type of Septic System:  Community  Conventional  Alternative  Experimental

\*Section 32.1-164:1 of the Code of Virginia requires Seller to disclose whether the onsite septic system serving Property is operating under a waiver of repair and/or maintenance requirements imposed by the State Board of Health. If the septic system is operating pursuant to a waiver, then Seller must provide the buyer with the "Disclosure Regarding Validity of Septic System Permit" prior to contract ratification. Such waiver is not transferable to the buyer.

Seller represents that the septic system  is **OR**  is not operating under a waiver from the State Board of Health.

**9. BROKER DUTIES.** Broker shall perform, and Seller hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.

- A.** Broker shall protect and promote the interests of Seller and shall provide Seller with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS, the Code of Ethics of the National Association of REALTORS®, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.
- B.** Broker shall use reasonable efforts and act diligently to seek buyers for Property at the price and terms stated herein or otherwise acceptable to Seller, to negotiate on behalf of Seller, to establish strategies for accomplishing Seller's objectives, to assist in satisfying Seller's contractual obligations and to facilitate the consummation of the sale of Property.
- C.** Broker shall market Property, at Broker's discretion, including without limitation, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Property after Seller has accepted an offer.
- D.** Broker shall present all written offers or counteroffers to and from Seller, in a timely manner, even if Property is subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.
- E.** Broker shall not continue to market, show and/or permit showings after Property is subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.
- F.** Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Seller has or may have an interest.

- G.** Broker shall show Property during reasonable hours to prospective buyers and shall accompany or accommodate, as needed, other real estate licensees, their prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Property, to facilitate and/or consummate the sale of Property.

**Broker agrees that the showing instructions to be shared in the MLS with other real estate licensees and their prospective buyers are as follows:** \_\_\_\_\_

Broker  shall **OR**  shall not install an electronic lockbox on Property to allow access and showings by persons who are authorized to access Property.

- H.** Broker  shall **OR**  shall not install “For Sale” signs on Property, as permitted. Seller is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

## 10. MARKETING/MLS/INTERNET ADVERTISING.

- A.** Broker shall disseminate, via the Multiple Listing Service (MLS), information regarding Property, including listing price(s), final sales price, and all status updates during and after the expiration of this Agreement. Broker shall enter the listing information into the MLS  within three (3) business days of commencement of the Listing Period **OR**  on or before: \_\_\_\_\_.
- B.**  Seller authorizes **OR**  Seller does not authorize Broker to conduct pre-marketing activities. If Seller authorizes Broker to conduct pre-marketing activities, a Pre-Marketing (Coming Soon) Addendum to the Listing Agreement is attached and made part of this Agreement.
- C.** The parties agree and understand that internet advertising includes:
- 1) Broker’s internet website;
  - 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in the MLS;
  - 3) Any other internet website (such as syndicated websites) in accordance with applicable MLS rules and regulations; and/or
  - 4) Printed media.
- Seller authorizes **OR**  Seller does not authorize Broker to market Property through the MLS to be made available to third-party websites. Seller understands that the listing data may get disseminated to third-party websites through means other than the MLS regardless of the selection above. Seller acknowledges that the accuracy of the listing data is controlled by the third-party websites and is outside of Broker’s control.
- D.** In the event Seller has opted into marketing Property in the MLS in C. above, Broker is hereby authorized by Seller to submit and market Property as follows:
- Seller authorizes **OR**  Seller does not authorize the display of Property address on any internet website. In the event Seller does not authorize the display of the property address, only the ZIP code will be displayed.
  - Seller authorizes **OR**  Seller does not authorize the display of unedited comments or reviews of Property (or display a hyperlink to such comments or reviews) on MLS participants’ internet websites. This provision does not control the display of such comments on third-party websites such as syndicated websites.
  - Seller authorizes **OR**  Seller does not authorize the display of an automated estimate of the market value of Property (or a hyperlink to such estimate) on MLS participants’ internet websites. This provision does not control the display of such

estimated value of the Property on third-party websites such as syndicated websites.

- E. During the term of this Agreement, Seller may, by written notice to Broker, require Broker to enable or disable use of any feature as described in 10.C./D. above.

## 11. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.

**Seller representation** occurs by virtue of this Agreement with Seller's consent to use Broker's services and may also include any cooperating brokers who act on behalf of Seller as subagent of Broker. (Note: Broker may assist a buyer or prospective buyer by performing ministerial acts that are not inconsistent with Broker's duties as Seller's listing agent under this Agreement.)

**Buyer representation** occurs when buyers contract to use the services of their own broker (known as a buyer representative) to act on their behalf.

**Designated representation** occurs when a buyer and seller in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. The broker remains a dual representative.

Seller does not consent to designated representation and does not allow Property to be shown to a buyer represented by this Broker through another designated representative associated with the firm. **OR**

Seller consents to designated representation and allows Property to be shown to a buyer represented by this Broker through another designated representative associated with the firm.

**Dual representation** occurs when the same broker and the same sales associate represent both the buyer and seller in one transaction. In the event of dual representation, the broker shall be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

Seller does not consent to dual representation and Seller does not allow Property to be shown to a buyer represented by this Broker through the same sales associate. **OR**

Seller consents to dual representation and allows Property to be shown to a buyer represented by this Broker through the same sales associate.

**An additional disclosure is required before Designated or Dual representation is to occur for a specific transaction.**

Broker will notify other real estate licensees via the MLS whether Seller consents to Designated or Dual representation.

## 12. BROKER COMPENSATION.

A. **Payment.** Seller shall pay Broker in cash total compensation of \_\_\_\_\_ ("Compensation") if, during the term of this Agreement, Broker, or any other broker(s) (or agent(s) thereof), produces a buyer ready, willing and able to buy Property.

Compensation is also earned if, within \_\_\_\_\_ days after the expiration or termination of this Agreement, a contract is ratified with a ready, willing, and able buyer

to whom Property had been shown by Broker or any other broker(s) (or agent(s) thereof) during the term of this Agreement; provided, however, that Compensation need not be paid if a contract is ratified on Property while Property is listed with another real estate company.

**B. Cooperating Broker.** Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any MLS that Broker deems appropriate. To that end, Broker shall offer a portion of Compensation to the buyer broker as indicated:

Buyer Agency Compensation: \_\_\_\_\_ **OR**

Other Compensation: \_\_\_\_\_

*Note: Compensation may be shown by a percentage of the gross selling price, a definite dollar amount or "N" for no compensation.*

*Broker's compensation and the sharing of compensation between brokers are not fixed, controlled, recommended or suggested by any Multiple Listing Service or association of REALTORS®.*

**C. Variable Rate Commission.** If applicable, the Broker and Seller agree to a variable rate commission to be paid as follows: \_\_\_\_\_.

**D. Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \_\_\_\_\_ which  shall **OR**  shall not be subtracted from Compensation. The retainer fee is non-refundable and is earned when paid.

**E. Early Termination.** In the event Seller wishes to terminate this Agreement prior to the end of the Listing Period, without good cause, Seller shall pay Broker \_\_\_\_\_ before Broker's execution of a written release.

**13. CONFIDENTIAL INFORMATION.** Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning material adverse facts about Property is not considered confidential information.

**14. AUTHORIZATION TO DISCLOSE OTHER OFFERS.** In response to inquiries from buyers or cooperating brokers, Broker may not disclose, without Seller's authorization, the existence of other written offers on Property. If Seller does give such authorization, Seller acknowledges that Broker and sales associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.

Seller  does **OR**  does not authorize Broker and sales associate to disclose such information to buyers or cooperating brokers.

**15. COMPLIANCE WITH FAIR HOUSING LAWS.** Property shall be shown and made available without regard to race, color, religion, sex, elderliness, handicap, familial status, or national origin. It is unlawful to discriminate against all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

**16. RELOCATION PROGRAM.** Seller  is **OR**  is not participating in any type of relocation program. If participating: (a) the program is named: \_\_\_\_\_  
\_\_\_\_\_ Contact Name \_\_\_\_\_ Contact Information \_\_\_\_\_

\_\_\_\_\_ and (b) terms of the program are: \_\_\_\_\_

If not participating or if Seller has failed to list a specific relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.

**17. CONDOMINIUM ASSOCIATION.** Seller represents that Property  is **OR**  is not located within a development which is a Condominium or Cooperative. Condominiums or Cooperatives being offered for sale are subject to the receipt by buyers of the required disclosures, and Seller is responsible for payment of appropriate fees and for providing these disclosure documents to prospective buyers as prescribed in the Condominium Act, Section 55-79.39 et seq., and the Cooperative Act, Section 55-424, et seq., of the Code of Virginia.

Seller **OR**  Broker shall order the association disclosure documents at Seller's expense  at the time of listing **OR**  within 3 days following the date of contract ratification **OR**  \_\_\_\_\_.

The Condominium or Cooperative dues are \$ \_\_\_\_\_ per \_\_\_\_\_ (frequency of payment).

Special Assessment \$ \_\_\_\_\_ for \_\_\_\_\_

Condominium or Cooperative Association Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Seller represents that Seller  is **OR**  is not current on all condominium association dues and/or special assessments.

**18. PROPERTY OWNERS' ASSOCIATION.** Seller represents that Property  is **OR**  is not located within a development(s) which is subject to the Virginia Property Owners' Association Act, Sections 55-508 through 55-516 of the Code of Virginia. If Property is within such a development, Seller is responsible for payment of the appropriate fees and for providing these disclosure documents to the buyers.

Seller **OR**  Broker shall order the association disclosure documents at Seller's expense  at the time of listing **OR**  within 3 days following the date of contract ratification **OR**  \_\_\_\_\_.

The Property Owners' Association dues are \$ \_\_\_\_\_ per \_\_\_\_\_ (frequency of payment).

Special Assessment \$ \_\_\_\_\_ for \_\_\_\_\_

Property Owners' Association Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Seller represents that Seller  is **OR**  is not current on all property owners' association dues and/or special assessments.

**19. PROPERTY CONDITION.** Seller acknowledges that Broker has informed Seller of Seller's rights and obligations under the Virginia Residential Property Disclosure Act. Property  is **OR**  is not exempt from the Act. If not exempt, Seller has completed and provided to Broker a Residential Property Disclosure Statement.

Seller acknowledges Broker is required to disclose to prospective buyers all material adverse facts pertaining to the physical condition of Property actually known by Broker. Broker shall not, however, be obligated to discover latent defects in Property or to advise on property condition matters outside the scope of Broker's real estate license. Seller shall indemnify, save, and hold Broker harmless from all claims, complaints, disputes, litigation, judgments

and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material adverse facts.

**20. LEAD-BASED PAINT DISCLOSURE.** Seller represents that the residential dwelling(s) at Property  were **OR**  were not constructed before 1978. If the dwelling(s) were constructed before 1978, Seller is subject to federal law concerning disclosure of the possible presence of lead-based paint at Property, and Seller acknowledges that Broker has informed Seller of Seller's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852(d), Seller has completed and provided to Broker the form, "Sale: Disclosure And Acknowledgment Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards" or equivalent form.

**21. CURRENT LIENS.** Seller represents to Broker that the below information is true and complete to the best of Seller's information, knowledge, and belief, and Seller understands that any loans identified below will be paid off at Settlement. *(Check all that are applicable)*

- A.  Property is not encumbered by any mortgage or deed of trust *(if box is checked, skip to item G)*.
- B.  Property is security for a 1st mortgage or deed of trust loan held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_.
- C.  Property is security for a 2nd mortgage or deed of trust loan held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_.
- D.  Property is security for a line of credit or home equity line of credit held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_.
- E.  Seller is current on all payments for the loans identified above.
- F.  Seller is not in default and has not received any notice(s) from the holder(s) of any loan identified above, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- G.  There are no liens secured against Property for federal, state or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees or special assessments.
- H.  There are no judgments against Seller (including each owner for jointly held property). Seller has no knowledge of any matter that might result in a judgment that may potentially affect Property.
- I.  Seller has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of this Agreement.

In the event Property is encumbered by a loan, Seller further agrees that Seller shall promptly disclose the name and contact information for the lender and account number to the Settlement Agent identified in a contract for the sale of Property.

During the term of this Agreement, should any change occur with respect to answers A. through I. above, Seller shall immediately notify Broker and sales associate/listing agent, in writing, of such change.

**22. SELLER FINANCING.** Seller  does **OR**  does not agree to offer seller financing by providing a \_\_\_\_\_ deed of trust loan in the amount of \$\_\_\_\_\_ with further terms to be negotiated.

**23. CLOSING COSTS.** Fees for the preparation of the deed of conveyance, that portion of the settlement agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal

fees, Grantor's Tax, and any other proper charges assessed to Seller will be paid by Seller unless provided otherwise in the sales contract.

**Seller's Proceeds:** Seller acknowledges that Seller's proceeds may not be available at the time of settlement. The receipt of proceeds may be subject to the **Virginia Wet Settlement Act**, and may be subject to other laws, rules and regulations (e.g. Virginia estate statutes and the **Foreign Investment Real Property Tax Act - FIRPTA**).

**Seller is advised to seek legal and/or financial advice concerning these matters.**

**24. IRS/FIRPTA.** Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information upon request. In certain situations, the IRS requires a percentage of the sales price to be withheld from Seller's proceeds if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts, or foreign estates.

Seller is a U.S. citizen or a Lawful Permanent Resident as defined by the Immigration and Nationality Act (Green Card Holder).  Yes **OR**  No

**25. SELLER DUTIES.**

**A. Seller Representations and Warranties.**

Seller is aware that Seller may be responsible for failing to disclose information and/or misrepresenting the condition of Property. Seller certifies the accuracy of the information provided to the Listing Broker and Seller warrants:

- 1) Seller has capacity to convey good and marketable title to Property by general warranty deed and represents that Property is insurable by a licensed title insurance company with no additional risk premium.
- 2) Seller is not a party to a listing agreement with another broker for the sale, exchange, or lease of Property.
- 3) No person or entity has the right to purchase, lease, or acquire Property, by virtue of an option, right of first refusal or otherwise.
- 4) Seller  is **OR**  is not a licensed (active/inactive) real estate agent/broker.
- 5) Seller  has **OR**  has no knowledge of the existence, removal, or abandonment of any underground storage tank on Property.
- 6) Property  is **OR**  is not tenant-occupied.
- 7) Seller  has **OR**  does not have a recording system in Property. In the event Seller has a recording system in Property which records audio, Seller understands that recording of audio may result in violation of state and/or federal wiretapping laws. Therefore, Seller hereby releases and holds harmless Broker, Broker's designated agents, sub-agents, sales associates and employees from any liability which may result from the recording of audio in Property.

**B. Access to Property.** Seller shall provide keys to Broker for access to Property to facilitate Broker's duties under this Agreement.

Seller shall allow Broker's unlicensed assistants access to Property to perform ministerial acts as defined by 18VAC135-20-165.

If Property is currently tenant-occupied, Seller shall provide Broker with any current lease documents and contact information for current tenant and shall use best efforts to



obtain the full cooperation of current tenants, in connection with showings and inspections of Property.

**C. Seller Assumption of Risk.**

- 1) Seller retains full responsibility for Property, including all utilities, maintenance, physical security and liability until title to Property is transferred to buyer. Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Seller's own insurance company. Broker is not responsible for the security of Property or for inspecting Property on any periodic basis. If Property is or becomes vacant during Listing Period, Seller is advised to notify Seller's homeowner's insurance company and request a "Vacancy Clause" to cover Property.
- 2) In consideration of the use of Broker's services and facilities and of the facilities of any Multiple Listing Service, Seller and Seller's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Seller for vandalism, theft or damage of any nature whatsoever to Property or its contents that occurs during the Listing Period. Seller waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Property by any persons during the Listing Period.

**26. MISCELLANEOUS PROVISIONS.**

- A. Appropriate Professional Advice.** Broker can counsel on real estate matters, but if Seller desires legal advice, Seller is advised to seek legal counsel. Seller is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.
- B. Service Provider Referrals.** Broker or one of Broker's sales associates may refer a service provider to assist Seller in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Seller is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Seller. Seller is free to reject any referred service provider for any or no reason.
- C. Subsequent Offers After Contract Acceptance.** After a sales contract has been ratified on Property, Broker recommends Seller obtain the advice of legal counsel prior to acceptance of any subsequent offer.
- D. Governing Law.** The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.
- E. Binding Agreement.** This Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the sale of Property and will not be merged therein. This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

- 27. ATTORNEYS' FEES.** If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under

this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs. However, if the tribunal determines that one or more of the Parties is a "Substantially Prevailing Party," any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third-party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

**28. ADDITIONAL TERMS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\_\_\_\_\_/\_\_\_\_\_  
Date Broker/Sales Manager

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\*\*\*\*\*

**Sales Associate Contact Information**

Sales Associate (Listing Agent): \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Supervising Broker Contact Information**

Broker Name: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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**EXCLUSIVE RIGHT TO SELL UNIMPROVED LAND LISTING AGREEMENT**

This Exclusive Right to Sell Unimproved Land Listing Agreement (“Agreement”) is made on \_\_\_\_\_ (Date) by and between \_\_\_\_\_ (“Seller”) and (Insert Firm Name) \_\_\_\_\_ (“Broker”).

**1. APPOINTMENT OF BROKER.** In consideration of the services provided by Broker and described in this Agreement, Seller hereby appoints Broker as Seller’s sole and exclusive listing agent and grants Broker the exclusive right to sell the real property described below (“Property”).

**2. PROPERTY.**

Street Address \_\_\_\_\_

City \_\_\_\_\_, Virginia ZIP Code \_\_\_\_\_

TAX Map/ID # \_\_\_\_\_

Historic District Designation \_\_\_\_\_

Legal Description:

Lot/Block/Subdivision:

Lot(s) \_\_\_\_\_ Block/Square \_\_\_\_\_ Section \_\_\_\_\_ Phase \_\_\_\_\_

Subdivision or Condominium \_\_\_\_\_

County/Municipality \_\_\_\_\_ Deed Book/Page # \_\_\_\_\_

Metes/Bounds, see attached description or survey.

Approximate Square Footage/Acreage: \_\_\_\_\_

Owner is aware of the following easements, covenants, variances, and restrictions: \_\_\_\_\_

**3. NOTICES.** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

**Seller**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Broker (Firm)**

Mailing Address: \_\_\_\_\_

City, State, and ZIP Code: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**4. TERM OF AGREEMENT.** This Agreement shall run for the period commencing after signature by all parties and expiring at 11:59 p.m. on \_\_\_\_\_ (“Listing Period”). If a sales contract for Property is ratified during Listing Period which provides for a settlement date beyond Listing Period, this Agreement shall be extended automatically until final disposition of the sales contract.

5. **LISTING PRICE.** Seller instructs Broker to offer Property for sale at a gross sales price of  \$ \_\_\_\_\_ **OR** \$ \_\_\_\_\_  per square foot **OR**  per acre, or such other price as later agreed upon by Seller, which price includes Broker's compensation. (Note: Broker does not guarantee that Property will appraise or sell at the price stated hereunder, nor does Broker guarantee any net amount Seller might realize from the sale of Property).

6. **UTILITIES.** (Check all that apply, if any)

Water Supply:  Public  Community Well

Private Well Well Approved by County  Yes or  No Location: \_\_\_\_\_

Sewage Disposal:  Public  Septic Approved by County if so, for \_\_\_\_\_ Bedrooms

Type of Septic System:  Community  Conventional  Alternative  Experimental

Location of Septic System: \_\_\_\_\_

\*Section 32.1-164:1 of the Code of Virginia requires Seller to disclose whether the onsite septic system serving Property is operating under a waiver of repair and/or maintenance requirements imposed by the State Board of Health. If the septic system is operating pursuant to a waiver, then Seller must provide the buyer with the "Disclosure Regarding Validity of Septic System Permit" prior to contract ratification. Such waiver is not transferable to the buyer.

Seller represents that the septic system  is **OR**  is not operating under a waiver from the State Board of Health.

Electricity:  Onsite **OR**  Available (Location if known: \_\_\_\_\_)

Natural Gas:  Onsite **OR**  Available (Location if known: \_\_\_\_\_)

Cable:  \_\_\_\_\_ (Location if known: \_\_\_\_\_)

Fiber optics:  \_\_\_\_\_ (Location if known: \_\_\_\_\_)

Other:  \_\_\_\_\_ (Location if known: \_\_\_\_\_)

7. **BROKER DUTIES.** Broker shall perform, and Seller hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.

A. Broker shall protect and promote the interests of Seller and shall provide Seller with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS, the Code of Ethics of the National Association of REALTORS®, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.

B. Broker shall use reasonable efforts and act diligently to seek buyers for Property at the price and terms stated herein or otherwise acceptable to Seller, to negotiate on behalf of Seller, to establish strategies for accomplishing Seller's objectives, to assist in satisfying Seller's contractual obligations, and to facilitate the consummation of the sale of Property.

C. Broker shall market Property, at Broker's discretion, including without limitation, description, photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Property after Seller has accepted an offer.

- D.** Broker shall present all written offers or counteroffers to and from Seller in a timely manner, even if Property is subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.
- E.** Broker shall not continue to market, show and/or permit showings after Property is subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.
- F.** Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Seller has or may have an interest.
- G.** Broker shall show Property during reasonable hours to prospective buyers and shall accompany or accommodate, as needed, other real estate licensees, their prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Property, to facilitate and/or consummate the sale of Property. Broker agrees that the showing instructions to be shared in the MLS with other real estate licensees and their prospective buyers are as follows: \_\_\_\_\_

Broker  shall **OR**  shall not install an electronic lockbox on Property to allow access and showings by persons who are authorized to access Property.

- H.** Broker  shall **OR**  shall not install "For Sale" signs on Property, as permitted. Seller is responsible for clearly marking the location of underground utilities, equipment, or other items that may be damaged by the placement of the sign.

## **8. MARKETING/MLS/INTERNET ADVERTISING.**

- A.** Broker shall disseminate information regarding Property including listing price(s), final sales price and all terms, and all status updates via the Multiple Listing Service (MLS) during and after the expiration of this Agreement.

Broker shall enter the listing information into the MLS database:

- Within three (3) business days of commencement of the Listing Period **OR**  on or before: \_\_\_\_\_

- B.**  Seller authorizes **OR**  Seller does not authorize Broker to conduct pre-marketing activities. If Seller authorizes Broker to conduct pre-marketing activities, a Pre-Marketing (Coming Soon) Addendum to the Listing Agreement is attached and made part of this Agreement.

- C.** The parties agree and understand that internet advertising includes:

- 1) Broker's internet website;
- 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in the MLS;
- 3) Any other internet websites (such as syndicated websites) in accordance with applicable MLS rules and regulations;
- 4) Printed media.

- Seller authorizes **OR**  Seller does not authorize Broker to market the Property through the MLS to be made available to third-party websites. Seller understands that the listing data may get disseminated to third-party websites through means other than the MLS regardless of the selection above. Seller acknowledges that the accuracy of the listing data is controlled by the third-party websites and is outside of Broker's control.

- D.** In the event Seller has opted into marketing the Property in the MLS in C. above, Broker is

hereby authorized by Seller to submit and market Property as follows:

- Seller authorizes **OR**  Seller does not authorize the display of Property address on any internet website. In the event Seller does not authorize the display of the property address, only the ZIP code will be displayed.
- Seller authorizes **OR**  Seller does not authorize the display of unedited comments or reviews of Property (or display a hyperlink to such comments or reviews) on MLS participants' internet websites. This provision does not control the display of such comments on third party websites such as syndicated websites.
- Seller authorizes **OR**  Seller does not authorize the display of an automated estimate of the market value of Property (or a hyperlink to such estimate) on MLS participants' internet websites. This provision does not control the display of such estimated value of the Property on third-party websites such as syndicated websites.

**E.** During the term of this Agreement, Seller may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described above. Broker agrees to update the MLS database accordingly.

## **9. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.**

**Seller representation** occurs by virtue of this Agreement with Seller's consent to use Broker's services and may also include any cooperating brokers who act on behalf of Seller as subagent of Broker. (Note: Broker may assist a buyer or prospective buyer by performing ministerial acts that are not inconsistent with Broker's duties as Seller's listing agent under this Agreement.)

**Buyer representation** occurs when buyers contract to use the services of their own broker (known as a buyer representative) to act on their behalf.

**Designated representation** occurs when a buyer and seller in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. The broker remains a dual representative.

If Seller does not consent to designated representation, then Seller does not allow Property to be shown to a buyer represented by this Broker through another designated representative associated with the firm. Broker will notify other real estate licensees via the MLS whether Seller consents to designated representation.

Seller does not consent to designated representation and Seller does not allow Property to be shown to a buyer represented by this Broker through another designated representative associated with the firm **OR**

Seller consents to designated representation and allows Property to be shown to a buyer by this Broker through another designated representative associated with the firm.

**Dual representation** occurs when the same broker and the same sales associate(s) represent both the buyer and seller in one transaction. In the event of dual representation, the broker shall be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

If Seller does not consent to dual representation, then Seller does not allow Property to be shown to a buyer represented by this Broker through the same sales associate(s). Broker will notify other real estate licensees via the MLS of whether Seller consents to dual representation.

Seller does not consent to dual representation and Seller does not allow Property to be shown to a buyer represented by this Broker through the same sale associate **OR**

Seller consents to dual representation and allows Property to be shown to a buyer by this Broker through the same sale associate.

**An additional disclosure is required before designated or dual representation is to occur for a specific transaction.**

## 10. BROKER COMPENSATION.

**A. Payment.** Seller shall pay Broker in cash total compensation of \_\_\_\_\_ (“Compensation”) if, during the term of this Agreement, anyone produces a buyer ready, willing and able to buy Property.

Compensation is also earned if, within \_\_\_\_\_ days after the expiration or termination of this Agreement, a contract is ratified with a ready, willing, and able buyer to whom Property had been shown during the term of this Agreement; provided, however, that Compensation need not be paid if a contract is ratified on Property while Property is listed with another real estate company.

**B. Cooperating Broker.** Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any MLS that Broker deems appropriate. To that end, Broker shall offer a portion of Compensation to the cooperating broker as indicated:

Buyer Agency Compensation: \_\_\_\_\_ **OR**

Other Compensation: \_\_\_\_\_

*Note: Compensation may be shown by a percentage of the gross selling price, a definite dollar amount or “N” for no compensation.*

*Broker’s compensation and the sharing of compensation between brokers are not fixed, controlled, recommended or suggested by any multiple listing service or association of REALTORS®.*

**C. Variable Rate Commission.** If applicable, the Broker and Seller agree to a variable rate commission to be paid as follows: \_\_\_\_\_.

**D. Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \_\_\_\_\_ which  shall **OR**  shall not be subtracted from Compensation. The retainer fee is non-refundable and is earned when paid.

**E. Early Termination.** In the event Seller wishes to terminate this Agreement prior to the end of Listing Period, without good cause, Seller shall pay Broker \_\_\_\_\_ before Broker’s execution of a written release.

**11. CONFIDENTIAL INFORMATION.** Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning adverse material facts about Property is not considered confidential information.

**12. AUTHORIZATION TO DISCLOSE OTHER OFFERS.** In response to inquiries from buyers or cooperating brokers, Broker may not disclose, without Seller's authorization, the existence of other written offers on Property. If Seller does give such authorization, Seller acknowledges that Broker and sales associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.

Seller  does **OR**  does not authorize Broker and sales associate to disclose such information to buyers or cooperating brokers.

**13. COMPLIANCE WITH FAIR HOUSING LAWS.** Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status, or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

**14. CONDOMINIUM ASSOCIATION.** Seller represents that Property  is **OR**  is not located within a development which is a Condominium or Cooperative. Condominiums or Cooperatives being offered for sale are subject to the receipt by buyers of the required disclosures, and Seller is responsible for payment of appropriate fees and for providing these disclosure documents to prospective buyers as prescribed in the Condominium Act, Section 55-79.39 et seq., and the Cooperative Act, Section 55-424, et seq., of the Code of Virginia.

Seller **OR**  Broker shall order the association disclosure documents at Seller's expense

at the time of listing **OR**  within 3 days following the date of contract ratification **OR**  \_\_\_\_\_.

The Condominium or Cooperative dues are \$ \_\_\_\_\_ per \_\_\_\_\_ (frequency of payment).

Special Assessment \$ \_\_\_\_\_ for \_\_\_\_\_

Condominium or Cooperative Association Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Seller represents that Seller  is **OR**  is not current on all condominium association dues and/or special assessments.

**15. PROPERTY OWNERS' ASSOCIATION.** Seller represents that Property  is **OR**  is not located within a development(s) which is subject to the Virginia Property Owners' Association Act, Sections 55-508 through 55-516 of the Code of Virginia. If Property is within such a development, Seller is responsible for payment of the appropriate fees and for providing these disclosure documents to the buyers.

Seller **OR**  Broker shall order the association disclosure documents at Seller's expense

at the time of listing **OR**  within 3 days following the date of contract ratification **OR**  \_\_\_\_\_.

The Property Owners' Association dues are \$ \_\_\_\_\_ per \_\_\_\_\_ (frequency of payment).

Special Assessment \$ \_\_\_\_\_ for \_\_\_\_\_

Property Owners' Association Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Seller represents that Seller  is **OR**  is not current on all property owners' association dues



and/or special assessments.

**16. CURRENT LIENS.** Seller represents to Broker that the below information is true and complete to the best of Seller's information, knowledge and belief and Seller understands that any loans identified below will be paid off at Settlement: (check all that are applicable)

- A.  Property is not encumbered by any mortgage or deed of trust (*if box is checked, skip to item G*).
- B.  Property is security for a first mortgage or deed of trust loan held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$ \_\_\_\_\_. This loan is a  Conventional OR  FHA or  VA or  \_\_\_\_\_.
- C.  Property is security for a second mortgage or deed of trust loan held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$ \_\_\_\_\_.
- D.  Property is security for a line of credit or home equity line of credit held by (Lender Name): \_\_\_\_\_ with an approximate balance of \$ \_\_\_\_\_.
- E.  Seller is current on all payments for the loans identified above.
- F.  Seller is not in default and has not received any notice(s) from the holder(s) of any loan identified above, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- G.  There are no liens secured against Property for federal, state, or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees or special assessments.
- H.  There are no judgments against Seller (including each owner for jointly held property). Seller has no knowledge of any matter that might result in a judgment that may potentially affect Property.
- I.  Seller has not filed for bankruptcy protection under federal law and is not contemplating doing so during the term of this Agreement.

In the event Property is encumbered by a loan, Seller further agrees that Seller shall promptly disclose the name and contact information for the lender and account number to the Settlement Agent identified in a contract for the sale of the Property. During the term of this Agreement, should any change occur with respect to answers A. through I. above, Seller shall immediately notify Broker and sales associate/listing agent, in writing, of such change.

**17. SELLER FINANCING.** Seller  does **OR**  does not agree to offer seller financing by providing a \_\_\_\_\_ deed of trust loan in the amount of \$ \_\_\_\_\_ with further terms to be negotiated.

**18. CLOSING COSTS.** Fees for the preparation of the deed of conveyance, that portion of the settlement agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees, Grantor's Tax, and any other proper charges assessed to Seller will be paid by Seller unless provided otherwise in the sales contract.

The "Seller's Estimated Cost of Settlement" form  is **OR**  is not attached. These estimates are for informational purposes only and will change based upon the terms and conditions of the purchase offer.

**Seller's Proceeds:** Seller acknowledges that Seller's proceeds may not be available at the time of settlement. The receipt of proceeds may be subject to the **Virginia Wet Settlement Act**, and may be subject to other laws, rules and regulations (e.g. Virginia estate statutes and the **Foreign Investment Real Property Tax Act - FIRPTA**).

**Seller is advised to seek legal and/or financial advice concerning these matters.**

**19. IRS/FIRPTA.** Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information upon request. In certain situations, the IRS requires a percentage (currently 10%) of the sales price to be withheld from Seller's proceeds if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates.

Seller is a U.S. citizen or a Lawful Permanent Resident as defined by the Immigration and Nationality Act (Green Card Holder).  Yes **OR**  No

**20. SELLER DUTIES.**

**A. Seller Representations and Warranties.**

Seller is aware that Seller may be responsible for failing to disclose information and/or misrepresenting the condition of Property. Seller warrants that:

- 1) Seller certifies the accuracy of the information provided to the Listing Broker.
- 2) Seller has capacity to convey good and marketable title to Property by general warranty deed and represents that Property is insurable by a licensed title insurance company with no additional risk premium.
- 3) Seller is not a party to a listing agreement with another broker for the sale, exchange or lease of Property.
- 4) No person or entity has the right to purchase, lease or acquire Property, by virtue of an option, right of first refusal or otherwise.
- 5) Seller  is **OR**  is not a licensed (active/inactive) real estate agent/broker.
- 6) Seller  has **OR**  has no knowledge of the existence, removal or abandonment of any underground storage tank on Property.
- 7) Property  is **OR**  is not tenant-occupied.
- 8) Seller  has **OR**  does not have a recording system in Property. In the event Seller has a recording system in Property which records audio, Seller understands that recording of audio may result in violation of state and/or federal wiretapping laws. Therefore, Seller hereby releases and holds harmless Broker, Broker's designated agents, sub-agents, sales associates and employees from any liability which may result from the recording of audio in Property.

**B. Access to Property.** Seller shall provide keys to Broker for access to Property to facilitate Broker's duties under this Agreement.

Seller shall allow Broker's unlicensed assistants in the Property to perform ministerial acts as defined by 18VAC135-20-165.

If Property is currently tenant-occupied, Seller shall provide Broker with any current lease documents and contact information for current tenant and shall use best efforts to obtain the full cooperation of current tenants, in connection with showings and inspections of the Property.

### C. Seller Assumption of Risk.

- 1) Seller retains full responsibility for Property, including all utilities, maintenance, physical security and liability until title to Property is transferred to buyer. Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Seller's own insurance company.

Broker is not responsible for the security of Property or for inspecting Property on any periodic basis. If Property is or becomes vacant during the Listing Period, Seller is advised to notify Seller's homeowner's insurance company and request a "Vacancy Clause" to cover Property.

- 2) In consideration of the use of Broker's services and facilities and of the facilities of any Multiple Listing Service, Seller and Seller's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Seller for vandalism, theft or damage of any nature whatsoever to Property or its contents that occurs during the Listing Period. Seller waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Property by any persons during the Listing Period.

## 21. MISCELLANEOUS PROVISIONS.

- A. Appropriate Professional Advice.** Broker can counsel on real estate matters, but if Seller desires legal advice, Seller is advised to seek legal counsel. Seller is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.
- B. Service Provider Referrals.** Broker or one of Broker's sales associates may refer a service provider to assist Seller in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Seller is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Seller. Seller is free to reject any referred service provider for any or no reason.
- C. Subsequent Offers After Contract Acceptance.** After a sales contract has been ratified on Property, Broker recommends Seller obtain the advice of legal counsel prior to acceptance of any subsequent offer.
- D. Governing Law.** The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.
- E. Binding Agreement.** This Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the sale of Property and will not be merged therein. This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

- 22. ATTORNEYS' FEES.** If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under this Agreement,

whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs. However, if the tribunal determines that one or more of the Parties is a "Substantially Prevailing Party," any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third-party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

**23. ADDITIONAL TERMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Date Seller Date Broker/Sales Manager

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\_\_\_\_\_/\_\_\_\_\_  
Date Seller

\*\*\*\*\*

**Sales Associate Contact Information**

Sale Agent (Listing Agent): \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Supervising Broker Contact Information**

Broker Name: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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**PRE-MARKETING (“COMING SOON”) ADDENDUM TO LISTING AGREEMENT**

The Addendum is made on \_\_\_\_\_ to a Listing Agreement (“Listing Agreement”) dated \_\_\_\_\_ between \_\_\_\_\_ (“Seller/Landlord”) and \_\_\_\_\_ (“Broker”) for Property described as \_\_\_\_\_.

“Pre-marketing” is an industry term for marketing a property before it is officially offered for sale or for lease. Because pre-marketing activities reach only a limited pool of potential buyers or tenants, a seller or landlord may not obtain the maximum price or optimal terms for the sale or lease of his/her property. A property that goes under contract before it is listed in the Multiple Listing Service (MLS), or before it becomes “active” in MLS, has not had the benefit of being fully exposed to the entire open market.

MLS rules require that properties be entered into the MLS system within three (3) business days of signing the listing agreement, unless the seller has given the listing broker written instructions to the contrary. Properties also must be listed in MLS prior to conducting any advertising, unless the seller has given the listing broker written instructions to the contrary.

Acknowledging the foregoing, the parties hereby agree that the Listing Agreement is modified so that Seller/Landlord authorizes Broker to engage in pre-marketing activities prior to the date that the Property is entered in MLS under “active” status:

**Check all pre-marketing activities Broker is authorized to conduct:**

**Property will be listed under “coming soon” status in MLS**

1. Property will be listed under “coming soon” status on \_\_\_\_\_.
2. The “expected on-market date” will be \_\_\_\_\_ (no later than 21 days from the date the listing is entered in MLS).

**OR**

**Property will NOT be listed under “coming soon” status in MLS**

Property will be listed for sale/ lease and in “active” status in MLS no later than \_\_\_\_\_.

- |   |   |
|---|---|
| <input type="checkbox"/> Place a “coming soon” sign on the Property   | <input type="checkbox"/> Show the Property to prospective buyers or tenants and/or their agents (NOT available if Property is listed in MLS under “coming soon” status) |
| <input type="checkbox"/> Notify agents with other firms that the Property is “coming soon”                              |   |
| <input type="checkbox"/> Place advertisements and conduct other pre-listing marketing activities at Broker’s discretion | <input type="checkbox"/> Other: _____   |

\_\_\_\_\_/\_\_\_\_\_  
Date Seller/Landlord

\_\_\_\_\_/\_\_\_\_\_  
Date Broker

\_\_\_\_\_/\_\_\_\_\_  
Date Seller/Landlord



## ASSISTANCE ANIMAL ADDENDUM

THIS ASSISTANCE ANIMAL ADDENDUM, is made on \_\_\_\_\_  
 (“Effective Date”) in accordance with a lease (“Lease”) between \_\_\_\_\_  
 \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_  
 \_\_\_\_\_ (“Tenant”) for the lease of Premises: \_\_\_\_\_

### 1. ASSISTANCE ANIMAL

- A. One or more Tenant(s) submitted a Request for Reasonable Accommodation dated \_\_\_\_\_, 20\_\_\_\_, to allow an assistance animal (which for purposes of this Agreement, shall be referred to as the “Animal”), in Tenant(s)’ dwelling unit, and Landlord has approved such request, subject to the terms and conditions of this Assistance Animal Addendum (the “Addendum”). If more than one Animal has been requested and approved, a separate form must be completed for each Animal.
- B. Animal is a:  Dog  Cat  Other (specify) \_\_\_\_\_  
 Age: \_\_\_\_\_ Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ Color: \_\_\_\_\_ Name: \_\_\_\_\_
- C. Tenant(s) will keep the above Animal properly licensed and inoculated as required by local and state law and must provide documentation to the leasing office. Animal must display a tag with the contact information of the owner.
- D. Animal must be kept on a leash when walked or exercised. Leaving Animal unattended on a porch or patio is strictly prohibited.
- E. Upon vacating Premises, Landlord will do an inspection of Premises and any damage attributable to Animal shall be charged to Tenant(s) accordingly.
- F. Tenant(s) shall ensure that Animal shall not bite, injure or harm any individual or other animal, and shall not disturb others or cause damage to Premises. If, in Landlord’s opinion, the Animal has injured or disturbed others, or has damaged property, Tenant(s) must permanently remove Animal within five (5) days of receiving written notice, and failure to do so shall constitute a violation of Lease, and may subject Tenant(s) to termination of Lease. Tenant(s) are responsible for any property damage, injury, or disturbances Animal may cause or inflict.
- G. Except for Animal described above, Tenant(s) shall not keep any other animal or offspring of Animal on or about Premises except as otherwise approved by Landlord in writing.
- H. Failure of Tenant(s) to comply with any of the terms of this Assistance Animal Addendum shall constitute a default under the Lease.

### 2. GUIDELINES

- A. Animal owners are responsible for the immediate removal and proper disposal of Animal waste on all portions of Premises, including without limitation common fenced areas in and around buildings.
- B. Animal shall not be permitted upon the common areas of Premises unless they are carried or leashed, or unless in an animal playground, if any. No Animal may be leashed to any stationary object on the common elements.
- C. Commercial breeding of animals within Premises is prohibited.
- D. Animal must have and display, as appropriate, evidence of all required registrations and inoculations.
- E. Animal shall not be left unattended outside Premises.
- F. No Animal owner shall inflict or cause cruelty in connection with Animal.

I(we) hereby acknowledge that I(we) have read and received a copy of this Assistance Animal Addendum and I (we) understand it is part of the Lease.

**LANDLORD (or duly authorized agent)**

\_\_\_\_\_/\_\_\_\_\_  
Name / Date

**TENANT(S):**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Name / Date / Name / Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Name / Date / Name / Date



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EDUCATIONAL VERSION

**ASSISTANCE ANIMAL APPROVAL NOTICE**

THIS ASSISTANCE ANIMAL APPROVAL NOTICE, is given on \_\_\_\_\_  
\_\_\_\_\_ (“Effective Date”) in accordance with a lease (“Lease”) between \_\_\_\_\_  
\_\_\_\_\_ (“Landlord”) to \_\_\_\_\_  
\_\_\_\_\_ (“Tenant”) for the lease of  
the Premises: \_\_\_\_\_  
\_\_\_\_\_.

1. **REQUEST FOR REASONABLE ACCOMMODATION:** Landlord has received Tenant’s Request for Reasonable Accommodation for an Assistance Animal dated \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_.
2. **APPROVAL:** The purpose of this Notice is to notify Tenant that Tenant’s request has been approved.
3. **CONDITIONS:** The following conditions apply to this approval:
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

Accordingly, please review and sign the attached Assistance Animal Addendum, and return it to Landlord or Agent no later than \_\_\_\_\_, 20\_\_\_\_, which is a requirement of this approval.

**LANDLORD (or duly authorized agent)**

\_\_\_\_\_/\_\_\_\_\_  
Name Date

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**ASSISTANCE ANIMAL DENIAL NOTICE**

THIS ASSISTANCE ANIMAL DENIAL NOTICE, is given on \_\_\_\_\_, 20\_\_\_\_  
(“Effective Date”) in accordance with a lease (“Lease”) between \_\_\_\_\_  
\_\_\_\_\_ (“Landlord”) and \_\_\_\_\_  
\_\_\_\_\_ (“Tenant/Applicant”) for the lease of Premises: \_\_\_\_\_

1. **REQUEST FOR REASONABLE ACCOMMODATION:** Landlord has received  
Tenant/Applicant’s Request for Reasonable Accommodation for an Assistance Animal dated  
\_\_\_\_\_, 20\_\_, to \_\_\_\_\_

2. **DENIAL:** The purpose of this Notice is to notify you that your request has been denied.

3. **REASON FOR DENIAL:** The following checked item(s) are the reason why this request is  
not being approved:

\_\_\_\_\_ Landlord has been unable to verify that Tenant/Applicant has a disability that  
substantially limits one or more major life activities.

\_\_\_\_\_ Landlord has been unable to verify that the request made reasonably relates to  
Tenant/Applicant’s disability.

\_\_\_\_\_ Landlord has been unable to confirm that Tenant/Applicant have a therapeutic  
relationship with your verifier.

\_\_\_\_\_ Landlord has been unable to verify that the assistance animal is required to either: a)  
work, provide assistance or perform services for the requester; or b) provide emotional support  
that alleviates one or more of the identified symptoms or effects of the requester’s disability.

\_\_\_\_\_ If approved, the request would pose an undue financial and administrative hardship on  
Landlord.

\_\_\_\_\_ If approved, the request would result in a fundamental alteration to Landlord’s  
operations.

**LANDLORD (or duly authorized agent)**

\_\_\_\_\_/\_\_\_\_\_  
Name Date



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**NOTICE - LEASE**

This Notice is given on \_\_\_\_\_, in accordance with a residential lease ("Lease") ratified on \_\_\_\_\_, between \_\_\_\_\_ ("Tenant") and \_\_\_\_\_ ("Landlord") for the lease of Premises: \_\_\_\_\_ . In reference to: \_\_\_\_\_

NOTICE GIVEN BY:     LANDLORD     TENANT

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

EDUCATIONAL VERSION



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### VERIFICATION OF DISABILITY

THIS VERIFICATION OF DISABILITY, is submitted on \_\_\_\_\_ (“Effective Date”) in accordance with a lease (“Lease”) ratified on \_\_\_\_\_ between \_\_\_\_\_ (“Landlord”) to \_\_\_\_\_ (“Tenant/Applicant”) for the lease of Premises: \_\_\_\_\_

Premises shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, and/or by the REALTOR® Code of Ethics.

**Instructions:** If the requester’s disability is not readily apparent, and/or if the disability-related need for the requested accommodation is not readily apparent, this form must be fully completed by Tenant and Verifier. Once completed, Tenant/Applicant must submit this form to Landlord with Tenant/Applicant’s Request for Reasonable Accommodation (Rules or Policy) and/or Reasonable Modification Addendum (Physical Structures).

**The following information to be completed by Tenant/Applicant:**

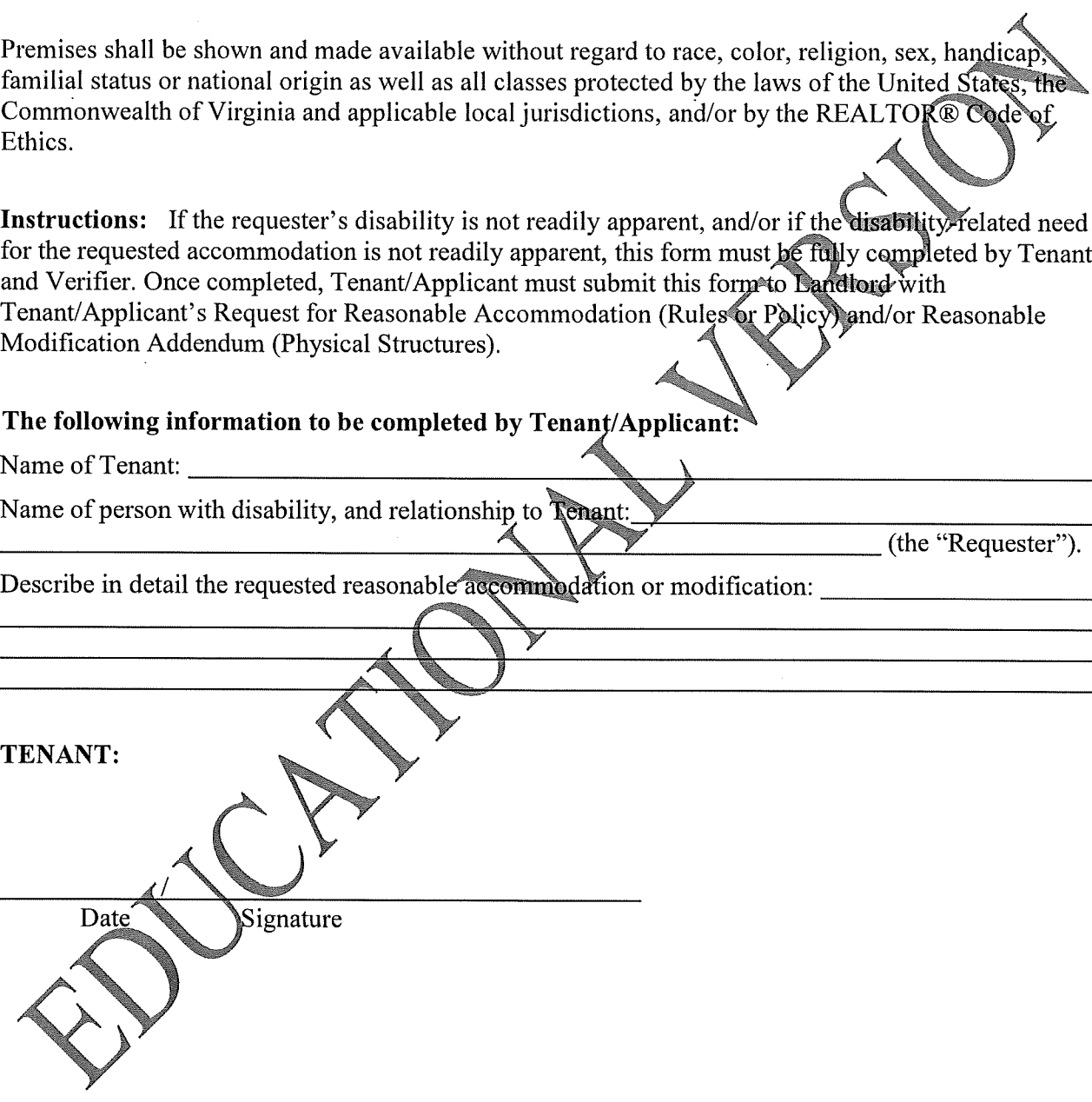
Name of Tenant: \_\_\_\_\_

Name of person with disability, and relationship to Tenant: \_\_\_\_\_ (the “Requester”).

Describe in detail the requested reasonable accommodation or modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Date Signature



**THIS IS A TWO PAGE FORM**

**BOTH PAGES MUST BE COMPLETED BY THE VERIFIER**

The remainder of this form must be completed by a Verifier who has a therapeutic relationship with the Requester, which requires the provision of medical care, program care, or personal care services in good faith, to the Requester\*, to verify the Requester's disability:

Verifier Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name or Practice Group: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Describe the nature of your therapeutic relationship with the Requester: \_\_\_\_\_

\_\_\_\_\_

Are you providing this Verification via on-line or telemedicine?  YES OR  NO

If you answered "Yes" to this question, you must be validly licensed in both your home state, as well in the state where you provided medical services to the Requester (usually VA), in accordance with applicable VA Board of Medicine guidance. Please complete the following:

State of License: \_\_\_\_\_ License Number: \_\_\_\_\_

State of License where Services Provided: \_\_\_\_\_ License Number: \_\_\_\_\_

*\*Please note that it is unlawful in Virginia to practice a profession or occupation without holding a valid license as required by applicable law, pursuant to Virginia Code Section 54.1-111.*

Does the Requester have a physical or mental impairment that substantially limits one or more major life activities, have a record of such an impairment, or is the Requester regarded as having such an impairment?  YES OR  NO

Fair housing guidance requires that the Requester be able to show the relationship between their disability and the disability-related need for the requested accommodation or modification. Please describe how the request described above is related to and will help ameliorate the effects of the Requester's disability: \_\_\_\_\_

\_\_\_\_\_

For reasonable accommodation requests for assistance animals, please complete the information below. If this request is for more than one assistance animal, please attach additional sheet(s) answering this question for each animal:

Name of requested animal: \_\_\_\_\_

Type/Breed of requested animal: \_\_\_\_\_

Will the animal work, provide assistance, or perform services for Requester?  YES OR  NO

Will the requested animal provide emotional support that alleviates one or more of the identified symptoms or effects of Requester's disability?  YES OR  NO

If "Yes" was answered to either question above, please provide specific details: \_\_\_\_\_

By my signature to this form below, I recognize and acknowledge that the information provided herein will be used and relied upon to evaluate the request for a reasonable accommodation or modification by Tenant's Landlord and/or designated representative(s).

\_\_\_\_\_  
Verifier Signature

\_\_\_\_\_  
Date

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EDUCATIONAL VERSION

**REASONABLE MODIFICATION REQUEST/ADDENDUM  
(PHYSICAL STRUCTURES – TO BE PROVIDED BY LANDLORD UPON REQUEST)**

THIS REASONABLE MODIFICATION ADDENDUM, is submitted on \_\_\_\_\_, 20\_\_\_\_  
("Effective Date") in accordance with a lease ("Lease") between \_\_\_\_\_  
\_\_\_\_\_ ("Landlord") and \_\_\_\_\_  
\_\_\_\_\_ ("Tenant/Applicant") for the lease of Premises: \_\_\_\_\_  
\_\_\_\_\_.

Premises shall be made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, and/or by the REALTOR® Code of Ethics.

**Instructions:** Tenant/Applicant must complete this form to request permission to make structural modifications to dwelling units or any common areas, or to install assistive or other devices, at their own expense. Tenant/Applicant may not commence any modifications unless and until this request has been approved in writing by Landlord and/or designated representative(s).

**The following information to be completed by Tenant/Applicant:**

Name of Tenant/Applicant: \_\_\_\_\_

Name of person with disability, and relationship to Tenant/Applicant: \_\_\_\_\_  
\_\_\_\_\_ (the "Requester")

If the Requester's disability is not readily apparent, and/or if the disability-related need for the requested accommodation is not readily apparent, please attach a fully completed "Verification of Disability" form.

Describe in detail the requested reasonable modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please describe the disability-related need for the requested modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant/Applicant agrees to consult with Landlord and/or other designated representative(s), on the placement of devices if their installation may involve drilling holes or otherwise puncturing any wall, floor, or other surfaces at the site. If the modifications are to be performed by a third-party contractor, or require obtaining a building permit from the applicable locality, Tenant shall provide the Landlord with the following information, indicated by the checked items below:

- Name of the proposed contractor;
- A copy of the contractor's license from the Virginia Contractor's Board;
- A copy of an appropriate bond to secure the performance of the licensed contractor;

- An architect's or engineer's stamped certificate, or other appropriate evidence, that the proposed modifications would be in accordance with all applicable code requirements;
- A copy of the plans showing the proposed modifications;
- A copy of an insurance policy indemnifying the property owner from any and all liability for acts of negligence by the licensed contractor;
- A copy of the building permit issued by the locality, if necessary; and
- An estimate certified by the proposed contractor of the cost of removal of the proposed modification.

If Tenant is unable to provide any of the requested information above, Tenant provides the following written explanation: \_\_\_\_\_

**Restoration of the Premises  YES OR  NO**

Tenant/Applicant agrees to remove the modification(s) or device(s) and to restore Premises to its original condition on or before the last day of the leased term.

**Payments for Restoration of the Premises (Not applicable to HUD-financing housing)**

YES OR  NO

Tenant/Applicant agrees to make payments into an interest-bearing escrow account, to be used for restoration of Premises at the end of the lease term, in the amount of \$ \_\_\_\_\_ per month, due and payable on the first day of each month, for each of the months following the date of this agreement. Landlord agrees that the interest on the escrowed payments (if any) will accrue in the escrow account until the dwelling unit has been restored or management elects to waive the restoration requirement in compliance with applicable law. Landlord agrees that any portion of the payments and interest remaining after restoration costs are paid, or restoration is waived, will be returned or credited to Tenant/Applicant.

Tenant/Applicant agrees that the work necessary to carry out the installation(s) or modification(s) will be performed at Tenant's expense, in a safe, professional and workmanlike manner, and in accordance with applicable law.

Tenant/Applicant agrees to notify management upon completion of the modifications and give the Landlord and/or designative representative(s) access to inspect the work. If any deficiencies are identified in the modifications, Tenant/Applicant agrees to promptly cure same.

Landlord's signature below constitutes approval of the Request for Reasonable Modification. I(we) hereby acknowledge if approved by Landlord, that I(we) have read and received a copy of this Reasonable Modification Addendum and I (we) understand it is part of the Lease.

**TENANT/APPLICANT:**

\_\_\_\_\_  
Date                      Signature

**TENANT/APPLICANT:**

\_\_\_\_\_  
Date                      Signature

**LANDLORD (or duly authorized agent):**

\_\_\_\_\_  
Date                      Signature

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**REQUEST FOR REASONABLE ACCOMMODATION  
(RULE OR POLICY – TO BE PROVIDED BY LANDLORD UPON REQUEST)**

THIS REQUEST FOR REASONABLE ACCOMMODATION, is submitted on \_\_\_\_\_, 20\_\_\_\_  
("Effective Date") in accordance with a lease ("Lease") between \_\_\_\_\_  
\_\_\_\_\_ ("Landlord") and \_\_\_\_\_  
\_\_\_\_\_ ("Tenant/Applicant") for the lease of Premises: \_\_\_\_\_  
\_\_\_\_\_

Premises shall be made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, and/or by the REALTOR® Code of Ethics.

**Instructions:** Tenant /Applicant must complete this form to request a reasonable accommodation in a rule, policy, practice, or service of Landlord and/or designated representative(s).

**The following information to be completed by Tenant/Applicant:**

Name of Tenant/Applicant: \_\_\_\_\_

Name of person with disability, and relationship to Tenant/Applicant: \_\_\_\_\_  
\_\_\_\_\_ (the "Requester")

If the requester's disability is not readily apparent, and/or if the disability-related need for the requested accommodation is not readily apparent, please attach a complete "Verification of Disability" form.

1. Detailed description of requested reasonable accommodation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please describe the disability-related need for the requested accommodation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For reasonable accommodation requests for assistance animals, please complete the information below. If this request is for more than one assistance animal, please attach additional sheet(s) answering this question for each animal:

Name of requested animal: \_\_\_\_\_

Type/Breed of requested animal: \_\_\_\_\_

Will the animal work, provide assistance, or perform services for the requester?  YES OR  NO

Will the requested animal provide emotional support that alleviates one or more of the identified symptoms or effects of the person's disability?  YES OR  NO

If "Yes" was answered to either question above, please provide specific details: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Tenant acknowledges and understands that some requests may require an addendum to Lease be executed.

**TENANT/APPLICANT:**

\_\_\_\_\_  
Date Signature

**TENANT/APPLICANT:**

\_\_\_\_\_  
Date Signature

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**PROPERTY MANAGEMENT AGREEMENT**

<p><b>PARTIES</b></p>	<p>This Property Management Agreement (“Agreement”) is made on _____ (date) between _____ (“Landlord”) and _____ (“Agent”).</p>
<p><b>PREMISES</b></p>	<p>Street Address _____ Unit # _____                  City _____, Virginia Zip Code _____                  Property Owners’ or Condominium Association: _____                  County/Municipality _____                  TAX Map/ID # _____                  Parking Space # _____                  Storage Unit # _____                  Mailbox # _____</p>
<p><b>TERM</b></p>	<p>This Agreement shall run for the period commencing after signature by all parties and expiring at 5:00 p.m. on _____. This Agreement shall be automatically renewed from year to year unless/until terminated or Premises is sold.</p>
<p><b>NOTICES</b></p>	<p>All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below, or as later designated in writing.</p> <p><b><u>Landlord</u></b>                  Mailing Address: _____                  _____                  City, State, and Zip Code: _____                  Phone: (H) _____ (W) _____                  (Cell) _____                  Email: _____                  Fax: _____</p> <p><b><u>Broker (Firm)</u></b>                  Mailing Address: _____                  _____</p>

	City, State, and Zip Code: _____ _____ Phone: (W) _____ (Cell) _____ Email: _____ Fax: _____
<b>PROPERTY MANAGEMENT FORM</b>	The NVAR Property Management Information Form ("PMIF") is attached and made a part of this Agreement.
<b>VRLTA</b>	<input type="checkbox"/> Landlord owns one or two rental properties in the Commonwealth of Virginia <input type="checkbox"/> Landlord own three or more rental properties in the Commonwealth of Virginia (subject to the VRLTA) If not required, Landlord <input type="checkbox"/> wishes <b>OR</b> <input type="checkbox"/> does not wish Leases to be administered under the Virginia Residential Landlord Tenant Act.
<b>LANDLORD'S REPRESENTATIONS</b>	A. Landlord shall be responsible for obtaining and maintaining any rental licenses required by any governmental body. Landlord represents that Premises are in compliance with local zoning and building codes. B. Landlord will keep and maintain all utilities in Landlord's name during any periods of vacancy of Premises. C. Smoke detectors are installed and operating as required. D. Landlord will provide Agent with a list of known defects which may affect habitability.
<b>PROCURE LEASES</b>	<input checked="" type="checkbox"/> If this box is checked, Agent is to lease Premises, and the NVAR Exclusive Right to Lease form is attached to this Agreement. Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to negotiate, prepare and sign all leases, and to cancel or modify existing leases. The Agent shall sign all leases as Agent for the Landlord. No lease shall be in excess of _____ month(s) without written approval of the Landlord.
<b>RECEIVE RENTS</b>	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to receive all rents in accordance with the Leases and to keep records of the receipts and expenditures for Premises and to deposit all Landlord funds received by Agent in a separate escrow account in a federally insured institution.

RECEIVE OTHER CHARGES	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to receive from Tenant all or any of the following: a late or additional rent administrative charge, return check charge, application fee, lease administration charge. Agent need not account for such charges and/or compensation to the Landlord.
SECURITY DEPOSIT	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to retain the Tenant's Security Deposit in escrow for the duration of the Lease and any extensions and to refund the Deposit in accordance with the terms of the Lease.
RECORD STATEMENTS	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to keep accurate records of the receipts, expenditures and charges for Premises and furnish Landlord with a statement.
REMIT NET RENT	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to promptly remit to Landlord the balance of all sums due Landlord under the terms of this Agreement, as provided in the PMIF.
REPAIRS/MAINTENANCE OF PREMISES AND HIRING OF CONTRACTORS	<p>Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to:</p> <ul style="list-style-type: none"> <li>A. Arrange all ordinary repairs, replacements, and alterations necessary to preserve Premises to comply with Lease requirements, governmental regulations or insurance requirements.</li> <li>B. Purchase supplies and to pay all bills as provide in the PMIF.</li> <li>C. Arrange for utility services and other services to and for Premises, as provided in the PMIF.</li> </ul> <p>Unless otherwise agreed to in writing by the parties, all repairs arranged by Agent are to be performed by a contractor licensed to do the type of work required.</p> <p>Any repairs to Premises which would disturb painted surfaces shall be performed by a certified lead-based paint renovator if Premises was constructed prior to 1978, if required by law. Any cost in excess of \$ _____ must be approved by the Landlord in advance except in an emergency. An Emergency exists if, in the exercise of the Agent's professional judgment, the use and enjoyment of Premises is substantially diminished or repairs are necessary for the safety and/or preservation of Premises to avoid the suspension of any</p>

	essential services to Premises, to avoid danger to life or property, or to comply with any law or ordinance.
INSPECTIONS	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to conduct an inspection of Premises and complete such forms as necessary to comply with the Lease.
TAX FORMS	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to submit required forms to the IRS and the Virginia Department of Taxation, when required and, if applicable, with the SS# or Tax ID# _____ showing the total income.
APPROPRIATE PROFESSIONAL ADVICE	Agent can counsel on real estate matters, but if Landlord desires legal advice, Landlord is advised to seek legal counsel. Landlord is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.
DESIGNATED PROXIES	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to be designated by Landlord as HOA/Condo Association proxies, Landlord will provide the HOA/Condo Association written designation of Agent as the lot owner's authorized representative with respect to any lease, as provided for by HOA/Condo Association Declaration or Virginia law.
EXPENSE REIMBURSEMENT	Agent shall be reimbursed for actual costs of materials or services expended on behalf of Landlord. Such services shall include, but not be limited to: long distance telephone or copying charges, postage, key duplication, faxing, mileage, duplicate/reprinting statements, and advertising.
MAINTENANCE ACCOUNT	Landlord will maintain on deposit with the Agent, a minimum balance of \$ _____ in a contingency reserve account. Agent is not required to advance funds on the Landlord's behalf. If the balance in the Landlord's reserve account falls below the amount required, the Landlord shall remit funds to replenish the account. Agent may retain the rents received under a lease for any expenditures made by the Agent for the benefit of the Landlord and not reimbursed to Agent by Landlord. If the Agent advances any funds to pay any expenses for the Landlord, such advance shall be considered a loan subject to repayment with interest at <u>six (6) percent</u> per annum. The Landlord shall reimburse the Agent, including interest. The Agent may deduct such amounts from funds due the Landlord.

	Landlord will pay any attorneys' fees expended to collect unpaid sums and interest due agent.				
SERVICE PROVIDER REFERRALS	Agent or one of Agent's associates may refer a service provider to assist Landlord in this Agreement. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Landlord is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Landlord. Landlord is free to reject any referred service provider for any or no reason.				
TERMINATE TENANCIES AND LEGAL PROCEDURES	Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to terminate tenancies, institute and prosecute actions to evict Tenants, recover possession of Premises; sue for and recover rent; settle, compromise and release such actions or suits, or reinstate such tenancies using guidelines provided by the Landlord or after personal consultation with the Landlord.				
MANAGEMENT SERVICES FEE	As Compensation for the management services specifically listed above, Landlord will pay Agent a fee of \$ _____ per month or _____ % of the monthly rent commencing on _____. This fee shall be deducted from the Landlord's account or payable by the Landlord by the _____ day of the month.				
OTHER SERVICES AND FEES	For other services described below, Landlord agrees to compensate Agent as follows:				
	SERVICE	\$ FEE	% OF MONTH RENT	% OF TOTAL EXP.	OTHER
	Preparing Premises for sale or for rent or for the re-occupancy of Landlord				
	Managing during vacancy				
	Managing a furnished rental				

	Appearing in court				
	Insurance or warranty claim coordination				
	Attending HOA/Condo meetings				
	Obtaining multiple bids				
	Acting as an Attorney in Fact				
	Lease renewal or extension				
	Making scheduled payments on trust, mortgage, Condo/HOA as shown on PMIF from Landlord's account.				
INDEMNIFICATION AND RELEASE	<p>A. Landlord shall name Agent as additional insured, keep Agent as additional insured for the duration of the term of this Agreement and provide Agent of proof of same. Coverage for code enforcement, water damage, flood or sewer backup, and rent replacement are also suggested. Landlord will provide vandalism coverage for any Premises vacant more than 30 days.</p> <p>B. Landlord shall indemnify and hold harmless Agent from all costs, expenses, suits, liabilities, damages and claims of every type, unless the Agent is adjudicated to have been negligent. Landlord shall indemnify and hold harmless Agent from all claims arising from bankruptcy or foreclosure against Landlord. The Landlord shall pay all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, collection fees, litigation expenses and reasonable attorney's fees for suits initiated or defended on his behalf.</p> <p>C. Landlord shall pay all expenses incurred by Agent in any proceeding or suit involving an alleged violation by the</p>				



	<p>Agent or Landlord of any constitutional provision, statute, law, or regulation arising out of or relating to this Agreement or any lease entered into hereunder, unless the Agent is adjudicated to have personally, and not in a representative capacity violated the law, statute or provision. Agent is not required to employ counsel to represent Landlord in any such proceeding or suit.</p>
<p><b>BANKRUPTCY OF DEPOSITORY</b></p>	<p>Agent shall not be held liable in the event of a bankruptcy or failure of the depository.</p>
<p><b>NON-RESIDENT LANDLORD</b></p>	<p>Landlord <input type="checkbox"/> is <b>OR</b> <input type="checkbox"/> is not a nonresident alien. Landlord <input type="checkbox"/> is <b>OR</b> <input type="checkbox"/> is not a resident of Virginia. Landlord is responsible for filing the appropriate forms with the Internal Revenue Service (IRS) and for non-residential property owners with the Virginia Department of Taxation.</p>
<p><b>NON-RESIDENT LANDLORD REGISTERED AGENT</b></p>	<p>Landlord <input type="checkbox"/> is <b>OR</b> <input type="checkbox"/> is not a resident of Virginia. Any individual nonresident of Virginia who owns and leases residential real Property consisting of more than four units in Virginia shall have an Agent who is resident and maintains a business office within the Commonwealth of Virginia. The Landlord designates as the Resident Agent:          Name: _____          Address: _____          _____ VA, _____          Phone: ( ) _____ Email: _____</p>
<p><b>ENTITY CONTACT PERSON</b></p>	<p>If Landlord is a partnership, trust, corporation or other entity, or if Landlord consists of two or more individuals, the Landlord agrees that the following designated individual shall have the authority to act on behalf of the entity for all purposes of this Agreement and that notice by Agent to this individual shall constitute notice to Landlord:          Name: _____          Address: _____          _____ VA, _____          Phone: ( ) _____ Email: _____</p>
<p><b>SALE OF PREMISES</b></p>	<p>In the event of a sale of Premises to Tenant or any other person, nothing prevents Landlord and Agent from entering into an appropriate brokerage agreement.</p>

MORTGAGE DEFAULT AND FORECLOSURES	In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting Premises (if Premises is a single-family residence), Agent shall deliver such notice to the tenant, unless such notice was delivered by tenant to agent in accordance with Virginia Code Section 55-225.10. Landlord and Agent agree that foreclosure of Premises shall be deemed a breach of this agreement by Landlord. <b>Agent shall not be responsible for the default or any consequence in the terms of any trust or mortgage or payment. In case the disbursements are in excess of the receipts, the Landlord agrees to pay such excess promptly. The Agent is not obligated to advance its own funds on behalf of the Landlord.</b>
WIRE FRAUD	Please be aware that there are numerous e-mail phishing scams that involve fraudulent requests to wire funds in conjunction with a real estate transaction. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, even if that electronic communication appears to be from a representative of Agent, do not respond. Such requests, even if they may otherwise appear to be from Agent, could be part of a scheme to defraud you by misdirecting the transfer of sale proceeds or using your identity to commit a crime. If you should receive wiring instructions via electronic means that appear to be from a legitimate source involved in your real estate transaction, you should verify - using contact information other than that provided in the communication - that the instructions were sent by an actual representative of the requesting company. Conversely, if you have provided wiring instructions to a third party, it is important to confirm with the representative of said company that the wire instructions are not to be substituted without your verified written consent. Please remember that when wiring funds, never rely exclusively on an e-mail, fax or text communication.
WATER AND SEWER LIENS	In the event Agent receives Notice of unpaid water and sewer fees by a former tenant that may result in a lien against Premises, Agent shall deliver such Notice to Landlord.
DEFECTIVE DRYWALL	Agent <input type="checkbox"/> does <b>OR</b> <input type="checkbox"/> does not have actual knowledge of the existence of defective drywall in Premises.
LEAD-BASED PAINT	Landlord represents that Premises <input type="checkbox"/> was <b>OR</b> <input type="checkbox"/> was not constructed before 1978. If Premises was constructed before 1978, then, unless exempt under 42 U.S.C. 4852d, Premises is considered "target housing" under the statute and Landlord has completed and provided to Agent the form "Rental: Disclosure

	and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” or equivalent form.
RADON	Landlord <input type="checkbox"/> has <b>OR</b> <input type="checkbox"/> has not had Premises inspected for the presence of radon and receiving a report (“Radon Report”) from the test, by a radon professional certified by the National Radon Safety Board (“NRSB”), or the National Radon Proficiency Program (“NRPP”) (“Radon Professional”) using U.S. Environmental Protection Agency (“EPA”) approved testing methods.
METHAMPHETAMINE REMEDIATION	Agent shall have no obligation for remediation with respect to Premises relating to the cleanup of a methamphetamine laboratory. If it is discovered that Premises was or is being used as a methamphetamine laboratory, Landlord is solely responsible to engage a qualified contractor for remediation and cleanup of any contamination. Agent shall have no obligation to lease Premises until proof from a qualified contractor is delivered to Agent certifying Premises has been remediated as required by law. Landlord shall indemnify and hold harmless Agent from all costs, expenses, suits, liabilities, damages and claims of every type by reason of Landlord’s failure to perform the requirements set forth in this Paragraph.
MOLD REMEDIATION	Except as expressly provided in this Agreement, Agent shall have no maintenance obligations with respect to Premises relating to the accumulation of moisture or the presence of mold or other fungus. Agent will notify Landlord in writing of any mold condition in Premises of which Agent has actual knowledge; provided, however, that Agent will have no obligation to inspect for such condition except as set forth herein. It is expressly agreed that Agent will hire a contractor to address any mold or moisture condition in Premises. Landlord shall indemnify and hold harmless Agent from all costs, expenses, suits, liabilities, damages and claims of every type by reason of Landlord’s failure to perform the requirements set forth in this Paragraph, unless Agent has assumed in this Agreement the obligation to perform such maintenance.
EARLY TERMINATION	A. This Agreement may be terminated by either party with _____ days Notice. In the event Landlord terminates this Agreement during the original term or any subsequent renewal period, or in the event of a foreclosure or sale, Agent shall be entitled to an early termination fee equal to _____ % of all gross rents due under the remaining Lease term as of the effective date of termination. Agent shall forward Tenant’s security deposit to Landlord and

	<p>Notice of mailing to Tenant. As of delivery of the notice, Agent shall have no further obligation or liability concerning the security deposit. Landlord's reserve account shall be distributed within _____ days after termination, less any outstanding invoices or obligations and the early termination fee, along with an accounting of funds. Should there be any outstanding obligations against the Landlord's account or a deficit in that account, any amounts received by Agent shall be applied first to satisfy those obligations and then disbursed to Landlord. Landlord waives all protest and defenses against Agent for these disbursements. Landlord agrees to remit immediately to Agent all monies due Agent in accordance with this Agreement.</p> <p><b>B.</b> Landlord must give _____ days Notice with documentation in accordance with the terms of the Lease to terminate this Agreement in order to occupy Premises. This Agreement terminates with the departure of the Tenant and return of the deposit, unless the Agent is requested to prepare Premises for the return of the Landlord for an agreed upon fee. Should Tenant fail to depart after receiving proper Notice, this Agreement terminates on the final day of the Notice period.</p> <p><b>C.</b> All representations of the Parties to this Agreement shall survive Termination of the Agreement. This Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors, and permitted assigns.</p>
<p>FAIR HOUSING</p>	<p>Landlord agrees that Agent shall manage Premises in accordance with all applicable Fair Housing Laws and Regulations and shall not discriminate against anyone because of race, color, religion, sex, national origin, age, familial status, sexual orientation or handicap as currently defined by law.</p>
<p>CONFIDENTIALITY</p>	<p>Agent shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client which were obtained by Agent during the management relationship, unless the Landlord consents in writing to the release of such information or as otherwise provided by law. The obligation of Agent to preserve confidential information continues after termination of the brokerage relationship. Information concerning material adverse facts about Premises is not considered confidential information.</p>

ATTORNEYS' FEES	In the event of any dispute, litigation or arbitration arising out of or relating to this Agreement, including non-payment of fees or amounts owed to Agent by Landlord, the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, incurred by the prevailing party.
APPLICABLE LAW	The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the Commonwealth of Virginia. If any part of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.
HEADINGS	The headings in this Agreement are for convenience and reference only, and shall not be used to define, limit or expand the meaning of any paragraph or provision.

**LANDLORD:**

**AGENT:**

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

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**PROPERTY MANAGEMENT INFORMATION FORM**  
(To be used with the Property Management Agreement)

LANDLORD(s): \_\_\_\_\_  
Social Security No. \_\_\_\_\_ Social Security No. \_\_\_\_\_  
State of Legal Residence: \_\_\_\_\_  
Rental Property Address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
Forwarding Address: \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
Fax Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Local Contact for Emergency: \_\_\_\_\_ Phone \_\_\_\_\_  
Agent (company name): \_\_\_\_\_ Phone \_\_\_\_\_  
When does Landlord expect to return and live in this property? \_\_\_\_\_

**Premises are in:**  Condominium  Cooperative  Property Owners Association:  
Project Subdivision \_\_\_\_\_, Unit No. \_\_\_\_\_, Building No. \_\_\_\_\_  
 County  City of \_\_\_\_\_, Virginia.  
Number of Assigned Parking Spaces \_\_\_\_\_, Parking Space No. (s) \_\_\_\_\_  
Storage Bin No. \_\_\_\_\_, Mail Box No. \_\_\_\_\_, No. of Keys Provided \_\_\_\_\_

**LEASING INFORMATION:**

Term Available Maximum: \_\_\_\_\_ Minimum: \_\_\_\_\_  
Monthly Rent Desired: Maximum: \_\_\_\_\_ Minimum: \_\_\_\_\_  
Will you accept a:  Dog  Cat  Other; Number of Pets: \_\_\_ Weight of Pet: \_\_\_\_\_  
Collect Deposit:  Yes  No

**DISBURSEMENT OF FUNDS (check if applicable):**

- Is Agent to make Deed of Trust (mortgage) payments?:  Yes  No
- When is Agent to begin making payments? \_\_\_\_\_
- Landlord must notify mortgage company in writing if Agent is to handle payments and supply payments books, cards, and envelopes (if applicable).
- Landlord must have funds available in the account in order to make payments.

First Deed of Trust: PITI \_\_\_\_\_  
PI Only \_\_\_\_\_  
Lender: \_\_\_\_\_ Phone \_\_\_\_\_  
Address: \_\_\_\_\_  
Amount of Payment \$ \_\_\_\_\_ Loan No. \_\_\_\_\_ Due \_\_\_\_\_

Second Deed of Trust: PITI \_\_\_\_\_  
PI Only \_\_\_\_\_  
Lender: \_\_\_\_\_ Phone \_\_\_\_\_  
Address: \_\_\_\_\_  
Amount of Payment \$ \_\_\_\_\_ Loan No. \_\_\_\_\_ Due \_\_\_\_\_

- Property Taxes \_\_\_\_\_ Due \_\_\_\_\_
- Insurance \_\_\_\_\_ Due \_\_\_\_\_
- Deposit rent balances in Bank: \_\_\_\_\_  
Phone \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No. \_\_\_\_\_  Checking  Savings
- Account in the Name of: \_\_\_\_\_
- Accumulate in my Account: \_\_\_\_\_
- Special Instructions: \_\_\_\_\_

**ASSOCIATION MEMBERSHIP AND DUES:**

- Is Agent to make Association Membership/Dues payments?:  Yes  No
- When is Agent to begin making payments? \_\_\_\_\_
- Landlord must notify all applicable associations in writing of management agreement.
- Landlord must have funds available in the account in order to make payments.

Swimming Pool: \_\_\_\_\_ Phone \_\_\_\_\_  
Address: \_\_\_\_\_  
Tenant to pay:  Yes  No Membership No.: \_\_\_\_\_  
Fees include: \_\_\_\_\_

Homeowners' Association: \_\_\_\_\_ Phone \_\_\_\_\_  
Address: \_\_\_\_\_  
Agent to pay:  Yes  No Payment Schedule: \_\_\_\_\_  
Fees include: \_\_\_\_\_

Condominium Association: \_\_\_\_\_ Phone \_\_\_\_\_  
Address: \_\_\_\_\_  
Agent to Pay:  Yes  No Payment Schedule: \_\_\_\_\_  
Fees Include: \_\_\_\_\_

Resident Manager: \_\_\_\_\_  
Elevator Fee: \_\_\_\_\_ Move In/Out Restrictions/ Fees: \_\_\_\_\_  
Maintenance/Office/Repair Contact: \_\_\_\_\_ Phone \_\_\_\_\_

**CONDOMINIUM/COOPERATIVE/HOMEOWNER ASSOCIATION LANDLORD:**

Please attach a copy of your Association Bylaws/Rules and Regulation to this form.

**INSURANCE COVERAGE:** (Homeowner's policy must be converted or amended to \_\_\_\_\_.) If not submitted herewith, a copy of the Insurance policy must be forwarded to Agent for retention in file.

Damage/Comprehensive:

Insurance Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expires \_\_\_\_\_

Personal Liability:

Insurance Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expires \_\_\_\_\_

**UTILITIES:**

Electric Company: \_\_\_\_\_ Phone \_\_\_\_\_

Gas Company: \_\_\_\_\_ Phone \_\_\_\_\_

Is gas meter inside or outside Premises? \_\_\_\_\_

Water and Sewer Company: \_\_\_\_\_

Location of Main Cut Off Valves: \_\_\_\_\_

Telephone Company: \_\_\_\_\_ Phone \_\_\_\_\_

Type of Phone Jacks: \_\_\_\_\_

Locations of Phone Jacks: \_\_\_\_\_

Cable TV Company: \_\_\_\_\_ Phone \_\_\_\_\_

Location of Cable Outlets: \_\_\_\_\_

Trash Company: \_\_\_\_\_ Phone \_\_\_\_\_

Pick Up Day: \_\_\_\_\_

Fuel Oil Company: \_\_\_\_\_ Phone \_\_\_\_\_

Size of Tank: \_\_\_\_\_

Septic Tank Company: \_\_\_\_\_ Phone \_\_\_\_\_

Attach copy of septic tank, septic field and distribution box locations.

Date last pumped: \_\_\_\_\_

Well and Pump Service: \_\_\_\_\_ Phone \_\_\_\_\_

**HEATING AND AIR CONDITIONING:**

Type of Heating:  Hot Air  Hot Water

Fuel:  Gas  Oil  Electric

Furnace: Make \_\_\_\_\_ Model No. \_\_\_\_\_  Gas  Oil  Electric

Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_

Heat Pump: Make \_\_\_\_\_ Model No. \_\_\_\_\_

Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_

Central Air: Make \_\_\_\_\_ Model No. \_\_\_\_\_  Gas  Electric

Air Conditioners: No. of Units \_\_\_\_\_ Make(s) \_\_\_\_\_ Model No. \_\_\_\_\_

Hot Water Heater: Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_

Age \_\_\_\_\_ Capacity \_\_\_\_\_  Gas  Oil  Electric

Electronic Air Filter: Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_

Humidifier: Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_

Smoke Detector Locations: \_\_\_\_\_

**APPLIANCES:** Provide all instructions/care booklets available.

Refrigerator:

Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_

Age \_\_\_\_\_ Color \_\_\_\_\_

Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_



Stove:

Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_  
Age \_\_\_\_\_ Color \_\_\_\_\_  Gas  Electric  
Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_

Disposal:

Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_  
Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_

Dishwasher:

Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_  
Age \_\_\_\_\_ Color \_\_\_\_\_  Portable  Built-in  
Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_

Exhaust Fan:

Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_

Hood:

Age \_\_\_\_\_ Self-Vented \_\_\_\_\_ Externally Vented \_\_\_\_\_

Washer:

Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_  
Age \_\_\_\_\_ Color \_\_\_\_\_  
Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_

Dryer:

Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_  
Age \_\_\_\_\_ Color \_\_\_\_\_  
Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_

Microwave:

Make \_\_\_\_\_ Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_  
Age \_\_\_\_\_ Color \_\_\_\_\_  
Service Contract Co. \_\_\_\_\_ Expires \_\_\_\_\_ Phone \_\_\_\_\_

Should any of the above appliances need to be replaced, what color or make would be acceptable?

\_\_\_\_\_

**OTHER APPLIANCES OR EQUIPMENT:** Please furnish pertinent information below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER SERVICE CONTRACT OR WARRANTIES** (attach copies if available):

Termite \_\_\_\_\_ Company \_\_\_\_\_ Expires \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Lawn \_\_\_\_\_ Company \_\_\_\_\_ Expires \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Item \_\_\_\_\_ Company \_\_\_\_\_ Expires \_\_\_\_\_  
 Phone \_\_\_\_\_

Agent will call Landlord's contractors whenever possible, but in no event shall Agent be held liable should Agent fail to do so.

**OTHER INFORMATION**

- Sketch of septic tank, septic field and distribution box attached.
- Mortgage payment documents received.
- Condominium/Cooperative/Homeowners Association payment documents received.
- Condominium/Cooperative/Homeowners Association Bylaws/Rules and Regulations received.
- Insurance Policies received.
- Appliance instruction/care booklets received.
- Service Contracts/Warranties received.

**LANDLORD:**

**AGENT:**

\_\_\_\_\_  
 /  
 Date Signature

\_\_\_\_\_  
 /  
 Date Signature

\_\_\_\_\_  
 /  
 Date Signature

\_\_\_\_\_  
 /  
 Date Signature

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LEASE - VRLTA

THIS LEASE IS SUBJECT TO THE VIRGINIA RESIDENTIAL LANDLORD & TENANT ACT (VRLTA) WHICH IS INCORPORATED BY REFERENCE.

This RESIDENTIAL LEASE ("Lease") is made on \_\_\_\_\_ ("Effective Date") by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") who acknowledge by their signatures below that in this real estate leasing transaction, \_\_\_\_\_ ("Listing Company") represents Landlord, and \_\_\_\_\_ ("Leasing Company") represents  Landlord OR  Tenant. (If the brokerage firm is acting as a dual representative for both Landlord and Tenant, with or without designated representatives, then the appropriate disclosure form is attached and made a part of Lease.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord, the dwelling unit and all improvements, to include all fixtures, appliances, equipment and systems (the "Premises") described as follows:

Street Address: \_\_\_\_\_
Subdivision \_\_\_\_\_, County/City \_\_\_\_\_
Parking Space # \_\_\_\_\_, and if applicable, Mailbox # \_\_\_\_\_
If a Condominium: Unit # \_\_\_\_\_ Condominium: \_\_\_\_\_ Storage Bin # \_\_\_\_\_

2. LEASE TERM. The term ("Lease Term") will begin at noon on \_\_\_\_\_ ("Commencement Date") and end at 5 p.m. on \_\_\_\_\_. Tenant shall vacate at the end of Lease Term unless Tenant and Landlord have agreed in writing to extend or renew Lease. Parties shall notify each other not less than 60 days prior to the end of the initial Lease Term if they wish to negotiate Lease extension or renewal. Any such lease negotiation shall be completed not less than 30 days prior to the end of the initial Lease Term or Tenant shall be required to vacate at the end of the Lease Term.

3. EARLY TERMINATION OF OCCUPANCY. Tenant shall not be released from liability for Rent and other charges due under Lease for the full Lease Term unless Landlord agrees in writing to release Tenant from such liability. If Tenant vacates Premises prior to the end of Lease Term, Tenant shall still be responsible for what would have been the Rent for the balance of the Lease Term, including any physical damages to Premises and such other remedies as may be appropriate under Lease and Virginia Law.

4. RENT. The total rent for the initial Lease Term shall be \$\_\_\_\_\_ payable in monthly installments. The first full month's rent for \_\_\_\_\_ (month) in the amount of \$\_\_\_\_\_ shall be paid prior to occupancy and is payable in certified funds, cashier's check or money order. Monthly installments of \$\_\_\_\_\_ are due in advance on the first day of each month beginning on \_\_\_\_\_, without notification, demand or deductions.

If Lease begins on a day other than the first day of the month, the rent shall be prorated with \$\_\_\_\_\_ due on \_\_\_\_\_ (date) for the period of \_\_\_\_\_ through \_\_\_\_\_. Only one rent check or electronic payment will be accepted per Premises each month (collectively, "Rent").

Landlord is authorized to accept prepaid Rent to be held and processed in accordance with the provisions of the VRLTA. As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit. Rent includes but is not limited to rent, late charges, administrative fees, non-refundable pet fees, utilities, condominium or homeowners' association fees or assessments, or other charges as may be specified in writing by Landlord, including prepaid Rent paid more than one (1) month in advance of the Rent due date.

**5. LATE PAYMENT, RETURNED CHECKS, FAILED ELECTRONIC FUNDS**

**TRANSFER.** Installments of Rent not received by Landlord on or before the due date are late and constitute a default under Lease. Tenant agrees to pay a late fee of 10% of the total monthly rent for any Rent payment received by the Landlord after the 5th day of the month ("Late Fee"). For any check returned for insufficient funds or otherwise, or failed electronic funds transfer, Tenant also agrees to pay Landlord in addition to the Late Fee: (a) the face amount of the dishonored payment; (b) the amount charged by the bank for such dishonored payment; (c) an administrative fee of \$50; (d) interest from the date of the check or transfer; (e) a civil recovery not to exceed \$250; **AND** (f) all other amounts recoverable by the Landlord pursuant to this Lease or by law.

Late payments of Rent and dishonored payments constitute a default under this Lease and can be cause to recover Rent and possession of Premises. Landlord has the right to require that all payments be made by money order, cashier's check, certified check or electronic funds. All such payments shall be payable to  Landlord **OR**  Managing Agent.

**6. FAILURE TO PAY RENT.** Tenant's failure to pay any installment of Rent when due constitutes a default under Lease. If Tenant does not pay Rent within five (5) days after the Landlord has given a default Notice to Tenant, Landlord may terminate Lease and proceed to obtain possession of Premises in accordance with the law and seek such damages and other remedies as may be appropriate under Lease and the VRLTA.

**7. MANAGEMENT.** \_\_\_\_\_ ("Managing Agent"),  
Office Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_, is  
authorized to manage Premises and collect Rent on behalf of Landlord and shall exercise all rights of Landlord under Lease.

If Premises are not professionally managed, all references to Managing Agent are hereby deleted in their entirety and Rent is payable to Landlord at the following designated address:

\_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Listing Company is acting only as rental agent and has no liability or responsibility for property management, for the escrow funds deposited under Lease after such funds are transferred to Landlord, or for the obligations and agreements to be performed by Landlord or Tenant under Lease.

**8. APPOINTMENT OF REGISTERED AGENT BY NONRESIDENT LANDLORD.**

Any individual nonresident of Virginia who owns and leases residential or commercial real property consisting of four or more units within a county, city or town in Virginia shall have and continuously maintain an agent who is a resident and maintains a business office in Virginia. Landlord designates:

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_, as

the registered agent.

**9. TRUTHFULNESS OF REPRESENTATIONS IN THE RENTAL APPLICATION.**

Tenant warrants that the statements made on the Rental Application (“Application”), which are made a part of Lease, are true and accurate representations, and acknowledges that such representations have been relied upon by Landlord. If any material facts in Application are untrue or inaccurate or incomplete, Landlord shall have the right to: (a) immediately terminate Lease; (b) hold Tenant liable for any and all damages to persons, property or Premises; (c) exercise all legal and equitable rights and remedies; and (d) recover reasonable attorney’s fees, court costs, and all costs incurred to reclaim Premises and to rent Premises to another tenant.

**10. USES.** Tenant will use Premises solely as a **single-family residence** for only those persons listed on Application and those children born, adopted, or placed under the legal care of Tenant hereafter. No portion of Premises shall be sublet (on a short-term basis or otherwise) or assigned without the prior written consent of Landlord. Occasional visits by guests, not to exceed two (2) weeks during any consecutive 12-month period, are permitted without the prior written consent of Landlord. Tenant shall not use nor allow Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances, and rules and regulations of Landlord and the Association (as hereinafter defined). Lease may be terminated at the option of Landlord in case of any nuisance, excessive noise, disturbance, or conduct that, in the opinion of Landlord, is offensive to any other tenant or occupant of the building or neighborhood. Tenant expressly agrees not to allow controlled substances or illegal drugs of any type or paraphernalia used in connection with such substances on Premises, whether known by Tenant or not. Landlord has the right to terminate Lease where an immediate threat exists that materially affects the health or safety of either Landlord or other tenants. The sale or disposition of dangerous drugs or drug paraphernalia on Premises shall be considered such an immediate threat, whether or not there has been a criminal conviction for such conduct. Any criminal activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety shall also be considered such an immediate threat. Landlord may give Tenant Notice of termination requiring Tenant to vacate Premises within 72 hours of the date of such Notice. Tenant shall vacate and surrender possession of Premises to Landlord within such 72-hour period.

**11. PETS.** Tenant and/or Tenant’s guests  may keep pets on Premises (see attached Pet Addendum) **OR**  may not keep pets on Premises without the prior written consent of Landlord. Consent may be revoked if Tenant does not obey all Association requirements, Landlord’s rules and regulations, and local laws. Tenant assumes all liability and responsibility for any and all damages caused by pet(s) and shall restrain or secure pets when access is needed.

**12. SMOKING.** Tenant and/or Tenant’s guests  may **OR**  may not smoke, use electronic cigarettes or “vape” on or in Premises without the prior written consent of Landlord. Consent may be revoked if Tenant does not obey all Association requirements, Landlord’s rules and regulations, and local laws. Tenant assumes all liability and responsibility for any and all damages caused by smoke/smoking.

**13. HOMEOWNERS’, CONDOMINIUM ASSOCIATION, OR CO-OP.** Premises are subject to a  Homeowners’ Association  Condominium Association  Cooperative. Tenant must obey the rules and regulations of the \_\_\_\_\_ Association (“Association”) which  have been **OR**  will be provided to Tenant. Tenant’s failure to comply with the requirements and/or rules and regulations of Association shall

constitute a breach of Lease. Tenant shall pay all costs incurred to cure such a breach. Lease grants Tenant the right to use the allowable common areas and facilities of Association for Lease Term, provided that Tenant pays any additional user fees. Landlord agrees to complete the necessary forms for Tenant to obtain or use Association recreation facilities and services. Tenant likewise agrees to complete and sign any forms required by the Association.

Tenant agrees to pay all applicable move-in and move-out fees and elevator fees. Tenant acknowledges that an elevator may require to be reserved during Tenant’s move-in and move-out. Tenant will call Association at phone number \_\_\_\_\_ to schedule the move. Moving days and hours may be restricted. Tenant will comply with all maintenance requirements of Association and provide access for contractor inspections. Tenant agrees to register cars, bicycles, and pets with Association, as required.

**14. VEHICLE PARKING.** No motor vehicle, trailer, or motorcycle shall be parked on Premises without current license plates and jurisdictional stickers. All such vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, along the street, or as required by Association rules or by local law.

**15. UTILITIES AND SERVICES.** Tenant must make any required deposits and pay for the following utilities and services:  water  sewer  gas  electricity  trash removal  lawn service  security system  other \_\_\_\_\_ during Lease Term. Landlord certifies to Tenant that any fuel tank(s) are or will be full at the beginning of Lease Term. Tenant agrees to purchase utility service from \_\_\_\_\_, as selected by Landlord.

Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing (“RUBs”), as provided in the VRLTA, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will bill Tenant for an appropriate pro rata share of such utility costs, which bill shall be due and payable as additional Rent at the first of the next month.

Prior to the release of Security Deposit, Tenant shall provide to Landlord proof of payment of final utility bills.

**16. LANDLORD MAINTENANCE.** Except as otherwise noted, Landlord shall maintain Premises in compliance with the Uniform Statewide Building Code and shall be responsible for repairs not due to the fault or negligence of Tenant.

**17. FIXTURES AND APPLIANCES.** Landlord shall provide as part of Premises any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, installed wall-to-wall carpeting, smoke alarms, and such other items as are listed below.

**Appliances:** \_\_\_\_\_

Those items listed below in “as-is” condition are provided in as-is, where-is condition with any existing faults and need not be repaired, replaced, or maintained by Landlord.

**“As-is” Appliances:** \_\_\_\_\_

**18. SMOKE AND CARBON MONOXIDE ALARMS.** Landlord certifies to Tenant that smoke alarm(s) have been installed in accordance with the law. Tenant shall check smoke alarm(s) periodically during the tenancy, replace batteries as needed and report any malfunctions in the smoke alarm(s) to Landlord in writing. Within five (5) days of receipt of

written Notice from Tenant that a smoke alarm is defective or needs repair, Landlord, at Landlord's expense, shall provide for the service, repair or replacement of such smoke alarm.

Tenant has the right to request Landlord to install carbon monoxide alarm(s) at Tenant's sole cost and expense in accordance with the law. Tenant, however, shall not remove or tamper with a properly functioning carbon monoxide alarm(s) or smoke alarm(s) installed by Landlord, including removing any working batteries, so as to render the carbon monoxide alarm(s) or smoke alarm(s) inoperative and shall maintain the carbon monoxide alarm(s) and smoke alarm(s) in accordance with the Uniform Statewide Building Code. Landlord is not responsible in any way for the installation or use of a carbon monoxide alarm(s) or smoke alarm(s) installed by Tenant, and Tenant agrees to indemnify and hold Landlord harmless from any and all claims or losses arising from the installation or use of the carbon monoxide alarm(s) or smoke alarm(s).

**19. SECURITY DEPOSIT.** Prior to the beginning of Lease Term, Tenant shall deposit the sum of \$\_\_\_\_\_ ("Security Deposit") to be held by \_\_\_\_\_.

**A. Disposition.** Landlord may apply Security Deposit to the payment of accrued Rent and the amount of any damages caused by Tenant, including but not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, and actual damages for breach of Lease including attorneys' fees and costs. Landlord has the right to apply Security Deposit to non-Rent items first, and then to any unpaid Rent.

Within 45 days after the termination of the tenancy and Tenant's vacating Premises, Landlord shall (i) provide an itemized statement of estimated deductions to be charged against Security Deposit and (ii) return Security Deposit to Tenant, less any deductions provided that Tenant has complied with all the terms and condition of Lease and with the VRLTA.

If the damages to Premises exceed the amount of Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a 45-day period. If such notice is given, Landlord shall have an additional 15-day period to provide an itemization of the damages and the cost of repair.

There shall be no interest due and payable on security deposits held under this Lease and in accordance with the VRLTA.

**B.** Tenant shall pay the costs of repairs, replacements, or other damages that exceed Security Deposit.

**C. Forwarding Address.** Tenant shall provide Landlord written notice prior to vacating Premises of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of Security Deposit prior to the end of the 45-day period. If Tenant fails to give notice of a forwarding address, Landlord will send Security Deposit statement to the last known address of Tenant, but will retain Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, upon the expiration of one year from the date of the end of the 45-day time period, the balance of such Security Deposit shall escheat to the Commonwealth of Virginia, in accordance with the VRLTA. Upon payment to the Commonwealth, Landlord shall have no further liability to any Tenant relative to the Security Deposit.

**D.** Landlord shall provide notification to Tenant of the name, address, and telephone number of the new Managing Agent or new Landlord in the event of a change in rental management or the sale, transfer, or assignment of Landlord's interest in Premises or in

Lease. In the event of a sale, transfer, or assignment of Landlord's interest in Premises or Lease, Landlord shall transfer Security Deposit and be released from all liability in connection with Lease. Tenant shall request the return of Security Deposit from the new Managing Agent or Landlord.

- E. If during Lease Term, including any extension or holdover, any part of Security Deposit is used by Landlord in accordance with the terms of Lease or applicable law, Landlord shall provide notification to Tenant of such use and shall provide an itemized list of charges within 30 days. Tenant shall immediately deposit with Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during Lease Term.

**20. MOVE-IN INSPECTION.** Within five (5) days after the beginning of Lease Term, Landlord shall submit a written report to Tenant itemizing the condition of Premises at occupancy, including the identification of any visible evidence of mold. This report is for information only and does not constitute an agreement to decorate, alter, repair, or improve Premises. Any request for repairs must be submitted separately in writing to Landlord. This report shall be deemed correct unless Tenant submits additional items in writing to Landlord within five (5) days after receipt of the report. If Tenant does not object to any item on Landlord's move-in inspection report, then Tenant thereby agrees that the Landlord's move-in inspection report is deemed to be correct, including, but not limited to, that there is no visible evidence of mold in Premises. If Landlord's move-in inspection report states that there is visible evidence of mold in Premises, Tenant has the option to not take possession and terminate the tenancy or to remain in possession of Premises. If Tenant requests to take possession, or elects to remain in possession of Premises, notwithstanding the presence of visible evidence of mold, Landlord shall promptly remediate the mold condition no later than five (5) business days thereafter and re-inspect Premises to confirm there is no visible evidence of mold in Premises. A new move-in inspection report reflecting that there is no visible evidence of mold in Premises shall be submitted to Tenant.

**21. TENANT OBLIGATIONS. Throughout Lease Term, Tenant must keep Landlord informed of Tenant's telephone number(s) and e-mail address(es).** Tenant shall not destroy, deface, damage, impair, or remove any part of Premises, nor permit any person to do so. Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental, or negligent acts or omissions of Tenant, Tenant's authorized occupants, guests or invitees, or pet(s). Tenant shall be responsible for:

- A. Maintaining Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.
- B. Using and operating all appliances, equipment, and systems in a safe and reasonable manner. Tenant shall not overload any system. Tenant must drain any outside water spigots each fall. In the event Premises' plumbing is frozen or obstructed due to the negligence of Tenant, Tenant's family or guests, Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (i.e. drywall, paint, carpets, etc.), which amounts shall constitute additional Rent due hereunder.
- C. Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every two (2) months.
- D. Clearing of all drains and toilets and maintaining caulking around tubs and showers; maintenance of all carpeting and flooring in a clean and good condition; replacement and payment for glass and screen breakage.



- E. Maintaining Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. Tenant shall promptly notify Landlord in writing of any moisture accumulation or visible evidence of mold. Tenant does hereby release Landlord and Managing Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold Landlord and Managing Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys' fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.
- F. Cutting, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- G. Promptly reporting in writing to Landlord any defect, damage, or breakage. Failure to report shall make Tenant liable for the repair of any additional damage. This provision does not require Landlord to repair or correct such defects, breakage, malfunction, or damage.
- H. Paying the cost of any unnecessary service call and any costs incurred as a result of Tenant failing to keep appointments with service persons that require access in order to make scheduled repairs. Any request for repair is understood to mean that Tenant has given permission to enter Premises to make the repair.
- I. Making any repairs, alterations, or additions required by any governmental authority, the Association, insurance company, or the Managing Agent due to Tenant's use.
- J. Controlling and eliminating household pests including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Tenant shall be responsible for the costs of the elimination of all such pests and vermin during occupancy and upon vacating Premises.
- K. Providing notification to Landlord if Tenant intends to be absent from Premises for more than 14 days. If Tenant fails to notify Landlord, Landlord may consider Premises abandoned.
- L. Not placing or displaying any sign, advertisement, or notice on any part of Premises.
- M. Not creating or permitting any lien upon Premises or Tenant's interest in Lease. Lease shall not be recorded by Tenant.
- N. Providing a copy of the court order to Landlord if a Tenant is granted possession of Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant, and provide a key to any locks that are changed and/or security codes to any devices installed on Premises.

Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law, including the VRLTA.

- 22. HOLDOVER TENANT.** Should Tenant remain in possession of Premises at the expiration or termination of the Lease Term or Lease Extension without Landlord's consent Tenant will become a holdover Tenant and shall be liable for any and all actual damages sustained by Landlord as a result of Tenant's holding over, including, without limitation: holdover rent equal to 100% of the per diem of the monthly Rent for each day the Tenant remains in possession of Premises after the termination date; costs payable to a new tenant for moving, storage, meals, lodging, mileage (if applicable); damages sustained by Landlord from lost opportunity to rent or convey Premises to third party; and reasonable attorneys' fees and court costs.

In addition, Landlord shall have the right to receive from Tenant, as liquidated damages, rent for the period of Tenant's holding over in an amount equal to one 150% of the per diem of

the monthly Rent (or 100 % of the per diem of the monthly Rent for any HUD property), for each day Tenant remains in possession of Premises after the termination date.

**23. LANDLORD CONSENT REQUIRED.** Tenant is required to submit a written request for any alteration of Premises. The request must include plans to restore Premises to the original condition prior to the Tenant's alterations. Tenant must obtain Landlord's written consent for any of the following:

- A. Remodeling, making any structural change, alteration, addition, or decoration, including without limitation, wallpapering and painting or otherwise disturbing any painted surfaces.
- B. Installing, attaching, removing, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts, or kerosene heaters.
- C. Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanger nails, which are permitted).
- D. Affixing any object containing an adhesive backing to any surface or attaching plant hooks to the ceiling.
- E. Re-keying locks, installing additional locks or security systems. Tenant must provide Landlord, and Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems.
- F. Installing iron safes, water beds, aquariums over 20 gallons, or any extra-heavy objects as reasonably determined by Landlord.

**24. INSURANCE REQUIREMENTS.** Throughout Lease Term, Tenant shall maintain an insurance policy which provides for liability coverage and protects Tenant's personal property, at Tenant's sole cost and expense. Tenant shall provide Landlord with a certificate of such insurance prior to occupying Premises. Tenant shall not do anything nor permit anything to be done on or about Premises that may increase the cost of or cause the cancellation of any fire or other insurance policy covering Premises. All of Tenant's personal property located or stored at Premises shall be at Tenant's sole risk. Tenant shall indemnify and hold harmless Landlord from any loss or damage to such personal property. Landlord and/or Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon Premises.

If Tenant fails to provide a certificate of insurance, Landlord may obtain a policy covering Tenant's personal property and liability coverage. The cost shall be added either to the monthly Rent or paid by Tenant as invoiced by Landlord.

**25. COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS, SEVERABILITY, AND STATUTORY REQUIREMENTS.**

- A. Tenant shall pay all costs, expenses, fees, and charges incurred by Landlord in enforcing, by legal action or otherwise, any of the provisions of Lease, including the payment of reasonable attorneys' fees, and Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of Lease.
- B. If Tenant fails to perform any of the provisions of Lease (other than failure to pay Rent when due), or upon abandonment of Premises, Landlord shall give written Notice to Tenant specifying the particular non-compliance and Landlord may terminate Lease not less than 30 days after Tenant's receipt of such notice unless Tenant remedies the non-compliance within 21 days in a manner acceptable to Landlord. In addition to any costs of enforcement, Landlord shall be entitled to possession of Premises, a money judgment for Rent, damages including physical damages to Premises and actual damages for what would have been the Rent for the balance of the Lease Term, subject to Landlord's duty

to mitigate damages and re-rent Premises, and such other remedies as may be appropriate under Lease and Virginia Law. If Landlord does not pursue Lease termination when non-compliance is noted or accepts additional Rent payments, such actions do not constitute a waiver or acceptance of the non-compliance. Landlord reserves the right to take future action against non-compliance.

- C. Acceptance of Rent with Reservation.** If Tenant is in default under this Lease, Landlord may accept all Rent with reservation upon providing Tenant written notice of such acceptance in a termination notice, or within five (5) business days of receipt of Rent, and such acceptance of Rent with knowledge of a material non-compliance by the Tenant will not constitute a waiver of Landlord's right to terminate the Lease. If Landlord has given Tenant written notice that the Rent has been accepted with reservation, Landlord may accept full payment of all Rent, damages and other fees and still be entitled to receive an order of possession terminating the Lease as provided in Section 55-248.34:1 of the VRLTA. Provided Landlord accepts Rent with reservation in accordance herewith and Section 55-248.34:1 of the VRLTA, any payment of Rent received after judgment and possession has been granted to Landlord against Tenant, but prior to eviction, will be accepted with reservation and will be applied to the judgment amount, including the late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of Rent with reservation in no way creates a new landlord/tenant relationship with Tenant.
- D. Redemption Right.** In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all: (i) Rent due and owing as of the court date as set forth in Lease; (ii) other charges and fees set forth in Lease; (iii) late charges specified in the Lease; (iv) reasonable attorneys' fees as set forth in the Lease or as provided by law; and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. Tenant may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of Lease or any renewal thereof.
- E. Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement.** If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord shall deliver written notice to Tenant specifying the breach and stating that Landlord will enter Premises and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant for the work, and such amounts are due as rent on the next rent due date, or if this Lease is terminated, immediate payment is due.
- 26. ACCESS TO PREMISES.** Landlord or their designated representative(s), upon reasonable notification to Tenant and at reasonable times, may enter Premises in order to do any of the following: (a) inspect Premises; (b) make necessary or agreed upon repairs, decorations, alterations, or improvements; and (c) supply necessary or agreed services. Whenever possible Landlord shall arrange for contracted workers to coordinate with Tenant the time and date when workers may enter Premises in order to accomplish repairs or services. It then shall be Tenant's responsibility to ensure that these workers have access to Premises at a time and date convenient to both Tenant and workers during the regular business hours of the firm doing the work. If Tenant refuses to allow or prevents access, Tenant shall bear any additional expense, such as after-hours or overtime fees, incurred by Landlord. Refusal of Tenant to allow access is a breach of the Lease. Landlord may take legal action to compel access or may terminate Lease. In either case, Landlord may recover actual damages sustained and reasonable attorneys' fees. **In case of an emergency**, where it is impractical for Landlord to give reasonable notification to Tenant of Landlord's intent to enter Premises,

or in case Premises have been vacated, abandoned, or surrendered by Tenant, Premises may be entered by Landlord or a designated representative(s) without notification and without the consent of Tenant.

In addition, Landlord or a designated representative(s) may place a "For Sale" or "For Rent" sign upon Premises and an electronic lockbox. Upon reasonable notification to Tenant and at reasonable times, Landlord or a designated representative(s) may show Premises to prospective buyers 90 days prior to the end of Lease Term or show Premises to prospective tenants 60 days prior to the end of Lease Term. Landlord or a designated representative(s) may show Premises to prospective buyers at any time within Lease Term by appointment only with Tenant's consent. Buyer agents and tenant agents are authorized to show Premises under this section. Tenant shall remove or secure any animal(s) on Premises when Premises is to be shown or when repairs are scheduled. If Tenant without reasonable justification, refuses to permit Landlord or agents to show Premises for sale or lease, Landlord may recover damages, costs and reasonable attorneys' fees.

**27. TRANSFER OF LANDLORD.**  (Check if applicable) Landlord resides outside of the Washington metropolitan area at the time that Lease is entered into. It is hereby agreed that if Landlord is transferred back to the Washington metropolitan area by Landlord's employer or is discharged from active duty with the Armed Forces of the United States or with the National Guard, and if Landlord desires to move back into Premises, Landlord shall have the right to terminate Lease by giving Tenant at least two months' notice in writing. In such case, Tenant shall vacate Premises to Landlord on or before the Lease termination date specified in Landlord's written notice.

**28. TRANSFER OF TENANT.**

**A. Transfer pursuant to the Servicemembers Civil Relief Act ("SCRA").** Under the SCRA, as amended and under Virginia law, a tenant who is a member of the United States Armed Forces or of the National Guard serving full-time duty, or a Civil Service technician with a National Guard Unit ("Military Tenant") has the right to terminate Lease if such Military Tenant: (i) receives orders to depart 35 miles or more (radius) from Premises either for a permanent change of station or for temporary duty for more than 3 months; (ii) is discharged or released from active duty or from full-time duty or technician status; (ii) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters; or (iv) after entry into military service.

A Military Tenant may terminate the Lease by serving Landlord with written Notice of termination stating the date when termination will be effective. The date of termination shall not be less than 30 days after the first date on which the next rental payment is due after the date on which the written Notice is delivered. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Military Tenant shall attach to Notice of termination a copy of the orders, official notification of orders, or a signed letter from the commanding officer confirming the orders.

**B. Transfer of all other Tenants.**  (Check if applicable) Tenants who are not military or subject to the SCRA have the right to terminate Lease if transferred 50 miles or more (radius) from Premises by the employer stated on Application. The termination shall be effective on the last day of the second calendar month following the month in which Landlord receives the Notice of termination. Tenant shall provide a copy of Tenant's

transfer letter and/or orders, the final month's rent and the following termination or cancellation fee: (i) one (1) month's rent if Tenant has completed fewer than six (6) months of the tenancy as of the effective date of termination, **OR** (ii) One-half (½) of one (1) month's rent if Tenant has completed 6 months or more of the tenancy as of the effective date of termination.

- 29. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of Premises to Tenant on the commencement date of Lease, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent by Tenant for such portion of the Term during which Premises are not delivered to Tenant. If Landlord cannot deliver possession of Premises or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the commencement date of Lease, then Lease may be terminated by either Landlord or Tenant by giving Notice to the other as provided herein.
- 30. BANKRUPTCY.** Subject to the requirements of the applicable federal bankruptcy law, in the event Tenant files bankruptcy, then Lease, at the option of Landlord, shall terminate upon one month's written notice.
- 31. CONDEMNATION.** In the event that Premises is taken in whole or in part by governmental condemnation, this Lease shall terminate as of the date possession shall be taken by the condemning authority. Tenant waives all claims against Landlord or any condemning authority due to the complete or partial taking of Premises, and shall not be entitled to receive any part of any award that Landlord may receive.
- 32. DEATH OF A TENANT OR LANDLORD.**
- A. Sole (or all) Tenant's death: Lease is automatically terminated and Rent is due to Landlord through the end of the following month. Landlord, within 30 days after Tenant's death (or within 30 days of Landlord's actual knowledge of Tenant's death, if later) shall give Tenant's estate or personal representative written Notice terminating Lease and stating Tenant's death as the reason for termination.
  - B. Death of one (but not all) Tenants: Lease may be terminated by any party (Landlord, remaining Tenant(s), or the deceased Tenant's estate), by giving 60 days written Notice (90 days written Notice if Lease Term is more than 1 year) and a copy of the death certificate to the other party. Notwithstanding the foregoing, a surviving Tenant or a deceased Tenant's estate may terminate Lease as soon as 30 days after giving written Notice and the required death certificate. This right to terminate Lease must be exercised by any party within 30 days after Tenant's death.
  - C. Authorized occupants, or guests or invitees, are not allowed to occupy the dwelling unit after the death of the sole remaining tenant and shall vacate the dwelling unit prior to the end of the 30-day period.
  - D. Death of Landlord (whether one or more): Lease may be terminated by the remaining Landlord or Estate of Landlord, by giving written notice at least two months in advance (written notice at least three months in advance if Lease Term is more than 1 year). Such written notice of termination shall include a copy of the death certificate to Tenant. This right to terminate Lease must be exercised within one month after Landlord's death.
- 33. FIRE OR CASUALTY DAMAGE.** In the event Premises are damaged by fire or casualty Tenant must promptly Notify Landlord. If Landlord determines that the damage does not render Premises substantially impaired or in need of repairs requiring Tenant to vacate Premises, Landlord shall repair the damage within a reasonable period of time after Notice

from Tenant. Tenant must continue to pay Rent during the period of the repairs. If Landlord determines that Premises are uninhabitable, Lease shall automatically terminate. If Landlord reasonably believes that the fire or casualty was caused by Tenant, or Tenant's authorized occupants, guests, or invitees, employees or pets, Tenant shall be liable for: (i) Rent through Lease Term; (ii) any damages to persons, property or Premises; (iii) attorney's fees and costs of any court action; and (iv) such other and further remedies as are available to Landlord and Managing Agent under Virginia law.

- 34. SALE TO TENANT.** Parties are notified that there may be a commission due under a separate brokerage agreement if Tenant should purchase Premises. This paragraph does not give Tenant an option or right to purchase Premises.
- 35. MOVE-OUT INSPECTION.** Tenant has the right to be present at the inspection. Landlord, within five (5) days of receipt of Notice of the Tenant's intent to vacate Premises, shall make a reasonable effort to advise Tenant in writing of the right to be present at Landlord's move-out inspection of Premises, which will take place within 72 hours after Tenant's departure. Tenant shall advise Landlord in writing of the intent to be present at the inspection. If Tenant fails to make such a request, Landlord will proceed to do the move-out inspection without Tenant being present. The move-out inspection is made to determine if the Security Deposit will be returned to Tenant, whether deductions will be made from the Security Deposit, and whether Tenant may be liable for damages exceeding the amount of Security Deposit. Prior to the inspection, Tenant shall:
- A. Have carpets, gutters, and chimney(s) cleaned by a professional company acceptable to Landlord and provide copies of all paid receipts.
  - B. Have Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
  - C. Eliminate all household pests and vermin from the interior of Premises.
  - D. Install clean air filters on furnace and air conditioning units. Provide evidence from the company selected by Landlord that the fuel tank(s) are refilled, if present.
  - E. Ensure that Premises, including kitchen, baths, and all appliances, floors, walls and windows, are thoroughly cleaned, that grass is cut, and trash is removed.
  - F. Have all light bulbs, carbon monoxide alarm(s) and smoke alarm(s) in working order.
  - G. Return all keys, garage door openers, passes, and documents provided.
- 36. SUBORDINATION.** Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting Premises or the building in which Premises are located and any modifications, renewals, extensions, or replacements to such mortgages or deeds of trust. Although the subordination provision of this section shall be deemed automatic, Tenant shall, within five (5) days after the request, execute any documents requested by Landlord to confirm such subordination. If Tenant fails to do so, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute the documents on behalf of Tenant.
- 37. NOTICE.** All notices shall be in accordance with the VRLTA. Any Notice ("Notice" or "notice" or "notify") provided for or permitted in Lease to be given by one party to the other shall be in writing and shall be delivered  by U.S. mail, **OR**  by hand delivery, **OR**  by electronic delivery, with the sender retaining sufficient proof that such notice was given. Any notice will be given to Tenant at the address of Premises, or the e-mail address provided in the Rental Application. Tenant is required to give notice to Landlord of any change in Tenant's e-mail address.

- 38. LEAD-BASED PAINT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure may be harmful to young children and pregnant women. Premises  were not **OR**  were built before 1978. If built before 1978, Tenant hereby acknowledges the receipt of the **Lead-Based Paint Disclosure** and **EPA information book “Protect Your Family from Lead in Your Home”** which are attached.
- 39. MISCELLANEOUS.** The conditions contained in Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors, and permitted assigns, respectively. The captions and headings are for convenience of reference only. Lease contains the final and entire agreement of the parties and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in Lease. Any provision of Lease may be modified, waived, or discharged only in writing signed by the party against which enforcement of such modification, waiver, or discharge is sought. Wherever the context requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender. If as a result of Tenant’s noncompliance with, or a breach of Lease or the law Landlord employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay Landlord’s reasonable attorney’s fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.
- 40. COUNTERPARTS.** Lease may be executed in any number of copies or by facsimile, or email, each of which shall be considered an original but all of which together shall be the same Lease.
- 41. ATTACHMENTS.** The following are attached and made a part of Lease:
- Assistance Animal Addendum       Lead-Based Paint Disclosure
  - Pet Addendum                               Other: \_\_\_\_\_
  - EPA booklet “Protect Your Family from Lead in Your Home”
- 42. NOTICE REGARDING DIPLOMATS.** If Tenant is the head of a diplomatic mission or a member of the diplomatic staff of a mission, or a family member of a diplomatic staff of a mission, or administrative and technical staff or their family, Tenant may be entitled to the diplomatic immunity accorded to such persons under the Vienna Convention on Diplomatic Relations, **unless** the diplomatic immunity accorded by law has been waived in writing by an authorized representative of the sending government. If Tenant is entitled to diplomatic immunity, this Lease may be unenforceable. Tenant represents to Landlord that he/she is  **OR**  is not such a person entitled to diplomatic immunity.
- 43. WAIVER OF RIGHT TO TRIAL BY JURY.** Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of or in any way related to Lease.
- 44. DISCRIMINATION.** Landlord and Managing Agent shall not discriminate against Tenant in the provision of services or in any other manner on the basis of race, color, creed, religion, sex, national origin, familial status, elderliness, handicap, or any other legally protected status. Landlord and Managing Agent shall abide by all applicable Fair Housing Laws and ADA Regulations.

**45. STATUTORY NOTICE TO TENANT.** Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

**46. REAL ESTATE LICENSED PARTIES** The parties acknowledge that \_\_\_\_\_ is an  active **OR**  inactive licensed real estate agent in  Virginia and/or  Other \_\_\_\_\_ and is either the  Tenant **OR**  Landlord **OR**  is related to one of the parties in this transaction.

**47. ADDITIONAL TERMS.** \_\_\_\_\_  
\_\_\_\_\_  
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**TENANTS SIGNING LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.**

**LANDLORD:**

**TENANT:**

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

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Date Signature



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**For information purposes only:**

Listing Brokerage's Name and Address:

Cooperating Brokerage's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Brokerage Phone #: \_\_\_\_\_

Brokerage Phone #: \_\_\_\_\_

Bright MLS Broker Code: \_\_\_\_\_

Bright MLS Broker Code: \_\_\_\_\_

VA Firm License #: \_\_\_\_\_

VA Firm License #: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent Phone #: \_\_\_\_\_

Agent Phone #: \_\_\_\_\_

MRIS Agent ID # \_\_\_\_\_

MRIS Agent ID # \_\_\_\_\_

VA Agent License #: \_\_\_\_\_

VA Agent License #: \_\_\_\_\_

Team Name: \_\_\_\_\_

Team Name: \_\_\_\_\_

Team Business Entity License #: \_\_\_\_\_

Team Business Entity License #: \_\_\_\_\_

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