

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 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 Agreement will be in writing and will 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. **AGREEMENT TERM AND LISTING TERM.**

A. Agreement Term. Agreement will run for the period commencing upon signature by all parties and expiring at 11:59 p.m. on _____ ("Agreement Term") (if left blank, Agreement automatically terminates 90 days after Agreement Date). If a sales contract for Property is ratified during Agreement Term which provides for a settlement date beyond Agreement Term, Agreement will be extended automatically until final disposition of the sales contract.

B. Listing Term. The Listing Term begins when Seller instructs Broker to allow any potential

buyer(s) to learn about Property. Listing Term shall go into effect on or before _____, with the expiration date coinciding with the expiration date of Agreement Term, or extending as provided for above. Listings shall be entered into the MLS within two (2) days of the start of Listing Term, or as MLS rules require. It is understood that Listing Term effective date may or may not coincide with Agreement Date.

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 or terms stated herein, nor does Broker guarantee any net amount Seller might realize from the sale of Property).

6. **LISTING BROKER COMPENSATION.**

LISTING BROKER COMPENSATION AND BUYER'S BROKER COMPENSATION ARE FULLY NEGOTIABLE AND ARE NOT FIXED, CONTROLLED, RECOMMENDED, OR SUGGESTED BY LAW OR ANY MULTIPLE LISTING SERVICE OR ASSOCIATION OF REALTORS®.

A. Listing Broker Compensation. Seller will pay Broker compensation of ☐ _____% of gross sales price, **OR** ☐ \$_____, **OR** ☐ _____% of gross sales price + \$_____ ("Broker Compensation") if, during the term of Agreement, anyone produces a buyer ready, willing, and able to buy Property.

Broker Compensation is also earned if, within _____ days after the expiration or termination of Agreement, a contract is ratified with a ready, willing, and able buyer to whom Property had been shown during the term of Agreement; provided, however, that Broker Compensation need not be paid if a contract is ratified on Property while Property is listed with another real estate company.

B. ☐ Additional Listing Broker Compensation for Unrepresented Buyer. If anyone produces a buyer ready, willing, and able to buy Property, and such buyer is not represented by a broker at the time of ratification of the sales contract, Seller will pay Broker the following (in addition to Broker Compensation): ☐ _____% of gross sales price, **OR** ☐ \$_____, **OR** ☐ _____% of gross sales price + \$_____.

C. Variable Rate Compensation. If applicable, Broker and Seller agree to variable rate compensation to be paid as follows: _____.

D. ☐ Listing Broker Service Fee. Seller will pay Broker an additional flat fee of \$_____ as Listing Broker Service Fee if, during the term of Agreement, anyone produces a buyer ready, willing, and able to buy Property.

E. Retainer Fee. Broker acknowledges receipt of a retainer fee in the amount of \$_____ which ☐ **will** **OR** ☐ **will not** be subtracted from Compensation. The retainer fee is non-refundable and is earned when paid.

F. Early Termination. In the event Seller wishes to terminate Agreement prior to the end of Agreement Term, Seller will deliver written notice to terminate the Agency Relationship between the Parties. The Parties will then execute a Release of Brokerage Representation Agreement to terminate the Brokerage Relationship between the Parties. Should termination be without good cause, Seller will pay Broker \$_____ as an early termination fee prior to executing

the Release of Brokerage Representation Agreement, in addition to any compensation otherwise due pursuant to Agreement.

7. OPTIONAL SELLER-PAID BUYER'S BROKER COMPENSATION.

A. Generally. Prospective buyers may retain a broker who represents their interests only ("Buyer's Broker"). Seller has the option to agree to pay some or all of the fees of Buyer's Broker in this transaction, which will be payable upon settlement ("Buyer's Broker Compensation"). **Seller has no obligation to pay Buyer's Broker Compensation.** Buyer's Broker Compensation is negotiable and will ultimately be determined by a ratified sales contract between Seller and the buyer.

B. Disclosure. Seller ☐ **authorizes** OR ☐ **does not authorize** Broker to disclose to prospective buyers and brokers representing buyers of Seller's willingness to negotiate with Buyer regarding Seller's payment of, in whole or in part, Buyer's Broker Compensation.

C. Seller Approval of Optional Buyer's Broker Compensation. In the event Seller desires that Broker disclose and/or market, subject to applicable MLS rules and regulations, a specific amount or rate for Buyer's Broker Compensation, **Broker must obtain Seller's approval in writing in advance of any such disclosure or marketing, any agreement to pay, or payment, and must specify the amount or rate disclosed or marketed.**

8. 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, indoor and outdoor sprinkler systems, bathroom mirrors, 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; however, all related mounts, brackets and hardware **DO** convey. Smart home devices installed, hardwired or attached to personal property or fixtures conveyed pursuant to this paragraph, including but not limited to, smart switches, smart thermostats, smart doorbells, and security cameras ("Smart Devices") **DO** convey unless otherwise agreed to in writing. Electric vehicle charging stations **DO** convey. Solar panels installed on the Property **DO** convey (see attached Addendum). If more than one of an item conveys, the number of items is noted.

The items marked YES below are currently installed or offered and will convey:

Yes # Items	Yes # Items	Yes # Items
<input type="checkbox"/> ___ Alarm System	<input type="checkbox"/> ___ Freezer	<input type="checkbox"/> ___ Satellite Dish
<input type="checkbox"/> ___ Built-in Microwave	<input type="checkbox"/> ___ Furnace Humidifier	<input type="checkbox"/> ___ Storage Shed
<input type="checkbox"/> ___ Ceiling Fan	<input type="checkbox"/> ___ Garage Opener	<input type="checkbox"/> ___ Stove or Range
<input type="checkbox"/> ___ Central Vacuum	<input type="checkbox"/> ___ w/ remote	<input type="checkbox"/> ___ Wall Oven
<input type="checkbox"/> ___ Clothes Dryer	<input type="checkbox"/> ___ Gas Log	<input type="checkbox"/> ___ Water Treatment System
<input type="checkbox"/> ___ Clothes Washer	<input type="checkbox"/> ___ Hot Tub, Equip & Cover	<input type="checkbox"/> ___ Window A/C Unit
<input type="checkbox"/> ___ Cooktop	<input type="checkbox"/> ___ Intercom	<input type="checkbox"/> ___ Window Fan
<input type="checkbox"/> ___ Dishwasher	<input type="checkbox"/> ___ Playground Equip	<input type="checkbox"/> ___ Window Treatments
<input type="checkbox"/> ___ Disposer	<input type="checkbox"/> ___ Pool, Equip, & Cover	<input type="checkbox"/> ___ Wood Stove
<input type="checkbox"/> ___ Electronic Air Filter	<input type="checkbox"/> ___ Refrigerator	
<input type="checkbox"/> ___ Fireplace Screen/Door	<input type="checkbox"/> ___ w/ ice maker	

Other Conveyances (as-is, no additional value and for Seller convenience): _____

Does Not convey: _____

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: _____

- 9. HOMEOWNER WARRANTY.** Seller has the option to purchase a homeowner warranty, which can be in effect during the Agreement Term 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 _____

10. UTILITIES; MAJOR SYSTEMS. (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 #_____ of Bedrooms

Type of Septic System: ☐ Community ☐ Conventional ☐ Alternative ☐ Experimental

Section 32.1-164.1:1 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.

- 11. BROKER DUTIES.** Broker will perform, and Seller hereby authorizes Broker to perform, the following duties. In performing these duties, Broker will exercise ordinary care, comply with all applicable laws and regulations, and treat all parties honestly.

A. Broker will protect and promote the interests of Seller and will 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 will 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 will 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 will not be obligated to continue to market Property after Seller has accepted an offer.

D. Broker will 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 will 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 will 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 will show Property during reasonable hours to prospective buyers and will 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 with other real estate licensees and their prospective buyers are as follows: _____

Broker ☐ **will** OR ☐ **will not** install an electronic lockbox on Property to allow access and showings by persons who are authorized to access Property.

H. Broker ☐ **will** OR ☐ **will 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.

12. MARKETING/MLS/INTERNET ADVERTISING.

A. MLS Marketing. ☐ Seller **authorizes** OR ☐ Seller **does not authorize** Broker to market Property via the Multiple Listing Service ("MLS").

1. If Seller authorizes Broker to market Property in MLS, Broker will disseminate, via MLS, information regarding Property, including listing price(s), final sales price, all permissible terms, and all status updates during and after the expiration of Agreement. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.

2. If Seller does not authorize Broker to market Property via MLS, Broker will instead market Property as an Office Exclusive Listing unless and until Seller desires to market Property via MLS. "Office Exclusive Listing" means Seller instructs Broker to restrict marketing of Property only to Broker's network. For each Office Exclusive Listing, Seller will sign and deliver concurrently with Agreement an MLS-required form certifying that Seller does not authorize Broker to publicly market the listing via MLS or any syndicated websites. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.

B. Third Party Websites. ☐ Seller **authorizes** OR ☐ Seller **does not authorize** Broker marketing Property through MLS or other means to also make listing data available to third-party websites. Seller understands that the listing data may get disseminated to third-party websites through means other than 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. The parties agree and understand that third-party websites include: 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 MLS; 3) any other internet websites (such as syndicated websites) in accordance with applicable MLS rules and regulations; and/or 4) social and printed media.

C. In the event Seller has opted into marketing Property in the MLS in subparagraph A 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.

D. Coming Soon. ☐ Seller **authorizes OR** ☐ Seller **does not authorize** Broker to market Property under "Coming Soon" status in MLS. If Seller authorizes Broker to market Property under "Coming Soon" status in MLS, Broker will list Property under "Coming Soon" status in MLS within two (2) days of Listing Term, or as MLS rules require. Broker may engage in pre-marketing activities prior to the date that Property is marketed in MLS under "Active" status including, but not limited to: 1) placing a "Coming Soon" sign on Property; 2) notifying agents with other firms that Property is "Coming Soon"; and 3) placing advertisements and conduct other marketing activities at Broker's discretion. Broker will not show Property to prospective buyers or tenants and/or their agents while under "Coming Soon" status.

E. During the term of 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 MLS database accordingly.

13. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.

Seller representation occurs by virtue of Agreement with Seller's consent to use Broker's services and may also include any brokers representing buyers 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 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 will 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 will 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 MLS whether Seller consents to designated or dual representation.

14. CONFIDENTIAL INFORMATION. Broker will 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.

15. AUTHORIZATION TO DISCLOSE OTHER OFFERS. In response to inquiries from buyers or brokers representing buyers, 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 broker representing buyer.

Seller ☐ **does** **OR** ☐ **does not** authorize Broker and sales associate(s) to disclose such information to buyers or brokers representing buyers.

16. COMPLIANCE WITH FAIR HOUSING LAWS. Property will 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.

17. RELOCATION PROGRAM.

Seller is participating in any type of relocation program: ☐ **Yes** **OR** ☐ **No**. If "Yes", (a) the program is named: _____

Contact name: _____ Contact info: _____

and (b) terms of the program are: _____

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

- 18. CONDOMINIUM ASSOCIATION.** Seller represents that Property ☐ is **OR** ☐ is **not** located within a development which is a Condominium or Cooperative, subject to the Virginia Condominium Act, §55.1-1900, *et seq.* or the Virginia Real Estate Cooperative Act, §55.1-2100, *et seq.* 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 Virginia Resale Disclosure Act, §55.1-2307, *et seq.*, of the Code of Virginia.

☐ **Seller** **OR** ☐ **Broker** will 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.

- 19. 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, Section 55.1-1800, *et seq.*, of the Code of Virginia. If Property is within such a development, Seller is responsible for payment of the appropriate fees and for providing the resale certificate to the buyers in accordance with the Virginia Resale Disclosure Act, §55.1-2307, *et seq.*

☐ **Seller** **OR** ☐ **Broker** will 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.

- 20. 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 may receive, from Seller or otherwise, reports, surveys, plats, home inspection(s), appraisal(s), homeowner or other third-party warranty information or other similar document(s) concerning Property (“Property Report(s)”). **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, including any such facts contained in Property**

Reports. Broker will 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 may authorize Broker to deliver any Property Report(s) to prospective buyer(s). Seller will indemnify, save, and hold Broker harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any misrepresentation by Seller or authorized delivery of Property Reports.

21. 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.

22. 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 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 ☐ 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 Agreement.

In the event Property is encumbered by a loan, Seller further agrees that Seller will 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 Agreement, should any change occur with respect to answers A through I above, Seller will immediately notify Broker and sales associate/listing agent, in writing, of such change.

23. 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.

24. 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.

25. SELLER PROCEEDS. Seller acknowledges that Seller's proceeds may not be available at the time of settlement. The receipt of proceeds may be subject to Section 55.1-903 of the Code of Virginia, commonly referred to as the **Virginia Wet Settlement Act**, and may be subject to other laws, rules and regulations.

26. IRS/FIRPTA. Section 1445 of the Internal Revenue Service (IRS) Code may require a buyer or 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 a buyer or 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 as defined by FIRPTA.

Seller ☐ is **OR** ☐ is **not** a "Foreign Person" as defined by FIRPTA.

27. SELLER DUTIES AND RESPONSIBILITIES.

A. Seller Duties. Seller will: (a) work exclusively with Broker during the term of Agreement; (b) pay Broker, directly or indirectly, the compensation set forth above; (c) timely comply with the reasonable requests of Broker to supply any pertinent financial or personal data needed to fulfill the terms of Agreement; (d) cooperate with Broker and facilitate Broker's duties, including, but not limited to, marketing the property, reviewing offers, and showing the property; and (e) comply with local, state, and federal law(s) pertaining to this transaction.

B. 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 an audio and/or video recording system ("Surveillance System") on Property. In the event there is a Surveillance System on Property, Seller understands that use of such Surveillance System may result in violation of state and/or federal law if consent to record is not given in accordance with the law. 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 listening/recording of audio and/or video on Property.

C. Access to Property. Seller will provide keys to Broker for access to Property to facilitate Broker's duties under Agreement. Seller will allow Broker's unlicensed assistants in Property to perform ministerial acts as defined by 18VAC135-20-165.

If Property is currently tenant-occupied, Seller will provide Broker with any current lease documents and contact information for current tenant and will use best efforts to obtain the full cooperation of current tenants, in connection with showings and inspections of Property.

D. 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 Agreement Term, 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 Agreement Term. 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 Agreement Term.

28. SELLER DEFAULT.

A. Seller Default. In the event of Seller breach as set forth herein, such shall constitute Seller default and will serve as good cause for Broker to terminate Agreement. Upon such breach, Broker may, at Broker's option, provide Seller a Notice to Terminate Brokerage Representation Agreement. Upon Delivery of Notice, the Agency Relationship between the Parties will cease. Both parties will subsequently and immediately execute a Release of Brokerage Representation to terminate the Brokerage Relationship between the Parties and all respective rights and obligations of the Parties arising under Agreement will terminate, exclusive of Broker's duties in this Paragraph. If the Seller refuses to execute the Release when requested to do so in writing and a court finds that Seller should have executed the Release, Seller will pay the expenses, including, without limitation, reasonable attorney's fees and costs, incurred by Broker in any litigation regarding this matter.

B. Broker Duties Upon Termination. In the event Broker terminates Agreement prior to the expiration of Agreement, Broker will promptly deliver to Seller copies of all contracts and other instruments entered into on behalf of Seller, remove Property from any listing services, and return to the Seller any keys to Property, if applicable. Broker may retain copies of such contracts and instruments for Broker's records.

29. MISCELLANEOUS PROVISIONS.

A. Appropriate Professional Advice. Seller 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, solar panel expert, or other professional service provider. Broker can counsel on real estate matters, but if Seller desires legal advice, Seller is advised to seek legal counsel. Seller is advised to seek appropriate professional advice concerning the Property condition, financing, tax, title insurance, property insurance and legal matters.

B. Service Provider Referrals. Broker or 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 the Commonwealth of Virginia will govern the validity, interpretation, and enforcement of Agreement, without regard to the application of conflict of laws.

F. Binding Agreement. 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. 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.

G. Severability. In the event any provision in Agreement is determined to be unenforceable, the remaining terms and provisions of Agreement shall not in any way be affected, impaired, or invalidated thereby.

30. ATTORNEYS' FEES. If any Party breaches Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party will 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 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 Agreement, then all such breaching Parties will 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 will 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 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.

31. DEFINITIONS.

- A. “Agency Relationship” means the relationship in which a real estate licensee acts for or represents a person as an agent by such person’s express authority in a real estate transaction.
- B. “Brokerage Relationship” means the contractual relationship between a client and a real estate licensee based on the terms, provisions, conditions, duties, and responsibilities of Agreement.

32. ADDITIONS. The following forms, if ratified an attached, are made a part of Agreement. This list is not all inclusive of addenda that may need to be attached.

- ☐ Short Sale Addendum
- ☐ Solar Panel Addendum
- ☐ Addendum – Optional Buyer’s Broker Compensation
- ☐ Other (specify): _____

33. ADDITIONAL TERMS. _____

_____/_____
Date Seller

_____/_____
Date Broker

_____/_____
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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USEFUL INFORMATION ABOUT REAL ESTATE TRANSACTIONS

REALTORS® are real estate licensees who, as members of the National Association of REALTORS® as well as the state and local Associations of REALTORS®, have pledged to the public and to each other that they will adhere to a strict code of ethics and high standards of professionalism, integrity and competence. REALTORS® are providing you with this information in order to assist you in making informed decisions when purchasing, selling or optioning real estate.

SERVICES Regardless of whom they represent, REALTORS® can provide a variety of information and assistance to all parties in a real estate transaction. For example, REALTORS® can assist customers by performing ministerial acts such as supplying information about available properties and sources of financing, describing and showing properties, assisting in preparing and submitting purchase offers or counteroffers, or providing information about settlement procedures. REALTORS® acting as standard agents are required by Virginia law and by their Code of Ethics to treat all parties honestly and not knowingly give them false information, promptly present all written offers and counteroffers, disclose any adverse material facts actually known to them concerning the physical condition of a property, and offer properties without regard to race, color, religion, sex, handicap, familial status, elderliness, sexual orientation, national origin, or gender identity as well as any other classes protected by Virginia and applicable local jurisdiction.

LEGAL REQUIREMENTS Virginia law requires that in order to be enforceable, all contracts for real property must be in writing. There is a recommended contract form that can be shown to you and that may be modified in any way to accommodate the needs of the parties. You have the opportunity to consult legal counsel concerning the contract as well as any other questions you may have about the various laws concerning real estate transfers that are referenced in the suggested contract form.

FINANCING Mortgage rates and associated charges vary with financial institutions and the marketplace. Purchasers have the opportunity to select the lender and to negotiate terms and conditions of the loan. Such terms may be subject to seller's approval and lender's requirements. Borrowers also will be required to obtain a lender's title insurance policy. Purchasers may wish to obtain owner's title insurance coverage and may consult an attorney concerning this choice.

INSURANCE The lender may require purchasers to buy a hazard insurance policy from the insurance company of their choice, subject to the lender's approval. Purchaser should be aware that many factors affect the availability and cost of hazard insurance on the premises. Depending on the insurance company, these factors may include past insurance claims filed on the premises, past insurance claims filed by purchaser, and purchaser's credit history. In addition, flood insurance may be required on the property. Purchaser should contact an insurance agent at the earliest opportunity to arrange for hazard insurance and, if necessary, flood insurance on the property.

PURCHASER AND SELLER DUTIES UNDER FIRPTA Section 1445 of the Internal Revenue Service (IRS) Code (the Foreign Investment in Real Property Tax Act or "FIRPTA") may impose a duty on a purchaser to withhold a percentage (minimum 10%) of the gross sales price when the seller is a "foreign person" for purposes of U.S. income taxation and when the property is located within the United States. A foreign person includes, but is not limited to, nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, and foreign estates.

The seller should inform the purchaser and settlement agent of possible withholding under FIRPTA prior to settlement date. The settlement agent may require the seller and the purchaser to execute certain IRS forms, which may include the seller's and the purchaser's tax identification number (social security number), and submit the required withholding on behalf of the purchaser. Both the seller and the purchaser should seek competent legal, tax, and/or financial advice concerning these matters in advance of the settlement date.

MASTER PLANS Prior to execution of a contract, purchasers may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land use and proposed or actual parks, roads, or other facilities. These can be found at the planning offices of various jurisdictions and at some local libraries.

PROPERTY CONDITION AND ENVIRONMENTAL MATTERS Various inspection services and home warranty insurance programs are available, and purchasers have the option to include in their offer to purchase a contingency that allows them to employ one or more experts of their choice at their expense to inspect the property and provide them with an analysis of its condition. Purchasers normally may also conduct a pre-settlement or pre-occupancy "walk-through" inspection of the property, but this inspection may be limited by the terms of the contract. REALTORS® do not have the expertise to advise concerning various conditions including but not limited to: major systems or structures; soil conditions; flood hazard areas; mold or air quality; possible restrictions on the use of the property due to restrictive covenants, zoning, subdivision or environmental laws, easements or other documents; airport or aircraft noise; planned land uses, roads or highways; including but not limited to construction materials and/or hazardous materials such as flame retardant treated plywood (FRT), radon, urea formaldehyde insulation (UFFI), polybutylene pipes, asbestos, synthetic stucco/EIFS, underground storage tanks, defective drywall or lead-based paint. Information about these issues may be obtained from appropriate governmental agencies such as the United States Environmental Protection Agency (EPA), the Virginia Department of Health, or local planning offices or health departments.

HOME ENERGY EFFICIENCY INFORMATION Purchasers may wish to consider the energy efficiency of any new or existing home prior to the conclusion of the sale. Hiring an energy audit professional certified by the Residential Energy Services Network (www.RESNET.us) or the Building Performance Institute (www.BPI.org) to perform an energy audit can be an invaluable step toward helping prospective purchasers understand the energy efficiency level of the home they are considering buying. Energy and water consumption patterns in the home can also add to understanding the efficiency levels of home systems, although personal behaviors must also be considered when evaluating this data.

RESPONSIBILITY Each party to a real estate transaction should carefully read all documents to be sure that the terms accurately express the understanding of the parties as to their intentions and the agreements they have reached. REALTORS® can counsel on real estate matters, but if legal or tax advice is desired, you should consult an attorney or a financial professional. If you have any questions about the roles and responsibilities of REALTORS® or about any other material presented here, please do not hesitate to ask for more information. You should also exercise whatever due diligence you deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2 - 387 et. seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange at <http://sex-offender.vsp.virginia.gov/sor/>.

TYPES OF REAL ESTATE REPRESENTATION In an individual real estate transaction, if a brokerage firm (“Broker”) has a contractual obligation to represent a buyer or a seller (“Client”), then the Broker shall promote the interest of the Client by exercising ordinary care and by:

- (a) performing the terms of their contractual agreement;
- (b) conducting marketing activities on behalf of the Client as provided in their brokerage agreement;
- (c) assisting the Client in drafting and negotiating offers and counteroffers, amendments, addenda, and in establishing strategies to accomplish the Client’s goals;
- (d) obtaining a transaction at a price and terms acceptable to the Client;
- (e) presenting in a timely manner all written offer or counteroffers to and from the Client;
- (f) disclosing to the Client all material facts related to the property or concerning the transaction of which they have actual knowledge; and
- (g) accounting for, in a timely manner, all money and property received in which the Client has or may have an interest.

Unless otherwise provided by law or the Client consents in writing to the release of information, the Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Client, if that information is received from the Client during the brokerage relationship.

In satisfying these duties, the Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective buyers and sellers honestly and not knowingly give false information, and the Broker representing a buyer shall disclose whether or not the buyer’s intent is to occupy the property as a principal residence. In addition, the Broker may show the same property to different buyer clients, represent sellers as well as buyers, or provide assistance to a seller or a buyer who is not a client by performing ministerial acts that are not inconsistent with the Broker’s duties to the Client.

Seller representation occurs when sellers contract to use the services of their own Broker (known as a seller representative) to act on their behalf. Sellers may engage a Broker who provides standard services (§54.1-2131) or limited services (§54.1-2138.1). Your REALTOR® can provide you with more information about those options.

Buyer representation occurs when buyers contract to use the services of their own Broker (known as a buyer representative) to act on their behalf. Purchasers may engage a Broker who provides standard services (§54.1-2132) or limited services (§54.1-2138.1). Your REALTOR® can provide you with more information about those options.

Dual representation occurs when a buyer and seller in one transaction are represented by the same Broker and the same sales associate. When the parties agree to dual representation, the ability of the Broker and the sales associate to represent either party fully and exclusively is limited. The confidentiality of all information of all clients shall be maintained as above.

Designated representation occurs when a buyer and seller in one transaction are represented by different sales associates 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. Except for disclosure of confidential information to the Broker, each designated representative is bound by the confidentiality requirements as above. The Broker remains a dual representative.

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

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INFORMATION FOR MAKING AN OFFER (OPTIONAL)

This form does not constitute a disclosure or offer and SHALL NOT become part of any Residential Sales Contract. This information is provided for the sole purpose of assisting Cooperating agent(s) in preparing offers. Seller makes no representations or warranties regarding the accuracy of the information contained in this Information Sheet.

SELLER'S INFORMATION

Seller Name(s): _____

Preferred Delivery: ☐ Mailing Address OR ☐ Fax OR ☐ Email (check all that apply): _____

FIRPTA: Seller ☐ IS OR ☐ IS NOT a "Foreign Person," as defined by the Foreign Investment in Real Property Tax Act (FIRPTA).

1031 Exchange: Seller is selling Property as part of a 1031 Exchange: ☐ Yes OR ☐ No

Real Estate Licensed/Related Parties: ☐ Seller is ☐ an active OR ☐ inactive licensed real estate agent in ☐ Virginia and/or ☐ Other _____. ☐ Listing Broker/Agent is related to Seller.

PROPERTY INFORMATION

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 _____

Mailbox Number: _____

Storage Unit Number(s): _____

Property Subject to:

☐ Condominium Association ☐ Cooperative Association ☐ Property Owners Association

Association Name: _____ Phone #: _____

Management Company: _____ Phone #: _____

Lead-Based Paint: Residential dwellings at Property ☐ were OR ☐ were not constructed before 1978.

Other: _____

UTILITIES INFORMATION

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: _____

Other: _____

Utility Companies/Name:

Electric: _____ Gas/Oil: _____

Water: _____ Trash: _____ Pick-up Day(s): _____

CONVEYANCES

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 Logs	<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: Leased #: _____ Owned #: _____

Leased Items: _____

LISTING BROKER INFORMATION

Listing Brokerage's Name and Address: _____

Brokerage Phone #: _____	Bright MLS Broker Code: _____
VA Firm License #: _____	Agent Name: _____
Agent Email: _____	Agent Phone #: _____
MLS Agent ID #: _____	VA Agent License #: _____
Team Name: _____	Team Business Entity License #: _____

OTHER INFORMATION

Seller Preferred Settlement Timing: _____

Seller Requests Post-Settlement Occupancy: ☐ Yes OR ☐ No _____

Other Settlement Preferences/Requests: _____

Seller Preferred Septic Inspector (if applicable): _____

Other: _____

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RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

REQUIRED NOTICE FOR BUYER TO EXERCISE NECESSARY DUE DILIGENCE

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 § 55.1-702). Information below found in § 55.1-703:

- 1. CONDITION:** The owner(s) of the residential real property 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, or any conveyances of mineral rights, 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, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis, as defined in § 54.1-1144, 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. LOT LINES:** The owner(s) makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property
- 3. 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.
- 4. HISTORIC DISTRICT ORDINANCES(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.
- 5. 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.

6. **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.
7. **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.
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) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or for the Virginia Department of Conservation and Recreation's Flood Risk Information System, and (iv) determining 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.

- 13. MARINE CLAYS:** The owner(s) makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), 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 consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
- 14. RADON GAS:** The owner(s) makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, 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.
- 15. DEFECTIVE DRYWALL:** The owner(s) makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, 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. For purposes of this disclosure, "defective drywall" means the same as that term is defined in § 36-156.1.
- 16. LEAD PIPES:** The owner(s) makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free," 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.
- 17. IMPOUNDING STRUCTURES OR DAMS:** The owner(s) makes no representations with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

ADDITIONAL WRITTEN DISCLOSURE REQUIREMENTS

SELLERS AND BUYERS MAY NEED TO COMPLETE ONE OR MORE OF THE FOLLOWING WRITTEN DISCLOSURES

NOTE: This information is provided as a resource and does not constitute legal advice. The applicable Virginia Code sections should be consulted before taking any action based on this information, which is intended solely to provide an abridged overview of disclosure requirements and may not be applicable to all transactions.

The entire *Code of Virginia* is accessible online and searchable at <http://law.lis.virginia.gov/vacode>. You should retain the services of an attorney if you need legal advice or representation.

FIRST SALE OF A DWELLING: § 55.1-702.B contains other disclosure requirements for transfers involving the first sale of a dwelling because the first sale of a dwelling is exempt from the disclosure requirements listed above. The builder of a new dwelling shall disclose in writing to the purchaser thereof all known material defects which would constitute a violation of any applicable building code.

PLANNING DISTRICT 15: In addition, for property that is located wholly or partially in any locality comprising Planning District 15, the builder or owner (if the builder is not the owner of the property) shall disclose in writing any knowledge of (i) whether mining operations have previously been conducted on the property or (ii) the presence of any abandoned mines, shafts, or pits. If no defects are known by the builder to exist, no written disclosure is required by this subsection.

SECTION 55.1-704 contains a disclosure requirement for properties in any locality in which there is a ***military air installation***.

SECTION 55.1-706 contains a disclosure requirement for properties with ***pending building code or zoning ordinance violations***.

SECTION 55.1-706.1 contains a disclosure requirement for properties with ***lis pendens filed***.

SECTION 55.1-708 contains a disclosure requirement for ***properties previously used to manufacture methamphetamine***.

SECTION 55.1-708.1 contains a disclosure requirement for properties with ***privately owned stormwater management facilities***.

SECTION 32.1-164.1:1 contains a disclosure requirement regarding the validity of ***septic system operating permits***.

See also the *Virginia Condominium Act* (§ 55.1-1900 et seq.), the *Virginia Real Estate Cooperative Act* (§ 55.1-2100 et seq.), and the *Virginia Property Owners' Association Act* (§ 55.1-1800 et seq.).

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/
LEGAL DESCRIPTION:

‘ ‘

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:

https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Owner

Owner

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser Suresh Sapkota

Purchaser

Date

Date

FEDERAL LEADBASED PAINT DISCLOSURE LAW AND REGULATIONS:
INFORMATION FOR OWNERS OF RESIDENTIAL PROPERTY

Note: 42 U.S.C 4852d exempts from the disclosure requirements for lead-based paint certain transfers of residential property constructed before 1978. The exceptions are: property leased for 100 days or less with no possibility of renewal or extension; re-lease or renewal of a lease for the same property to the same tenant, where the landlord previously complied with the law's disclosures and has no new information about lead-based paint; housing for the elderly or disabled; foreclosure sales; property where there is no separate bedroom; and property that has been certified as lead-paint free under the law. All other residential properties constructed before 1978 are "target housing" subject to the law and regulations, and their owners must be informed of the following.

§35.88 Disclosure requirements for sellers and lessors.

(a) The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to §35.82. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities. (1) The seller or lessor shall provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled Protect Your Family From Lead in Your Home (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in that State by EPA. (2) The seller or lessor shall disclose to the purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) The seller or lessor shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (4) The seller or lessor shall provide the purchaser or lessee with any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

(b) If any of the disclosure activities identified in paragraph (a) of this section occurs after the purchaser or lessee has provided an offer to purchase or lease the housing, the seller or lessor shall complete the required disclosure activities prior to accepting the purchaser's or lessee's offer and allow the purchaser or lessee an opportunity to review the information and possibly amend the offer.

§35.90 Opportunity to conduct an evaluation.

(a) Before a purchaser is obligated under any contract to purchase target housing, the seller shall permit the purchaser a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(b) Notwithstanding paragraph (a) of this section, a purchaser may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

§35.92 Certification and acknowledgment of disclosure.

(a) Seller requirements. Each contract to sell target housing shall include an attachment containing the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement consisting of the following language:

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.

(2) A statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) A list of any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate. (4) A statement by the purchaser affirming receipt of the information set out in such paragraphs (a)(2) and (a)(3) of this section and the lead hazard information pamphlet required under section 15 U.S.C. 2696. (5) A statement by the purchaser that he/she has either: (i) Received the opportunity to conduct the risk assessment or inspection required by §35.90(a); or (ii) Waived the opportunity. (6)When any agent is involved in the transaction to sell target housing on behalf of the seller, a statement that: (i) The agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d; and (ii)The agent is aware of his/her duty to ensure compliance with the requirements of this subpart. (7) The signatures of the sellers, agents, and purchasers, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

(b)Lessor requirements. Each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement with the following language:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

(2) A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate. (4) A statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this section and the lead hazard information pamphlet required under 15 U.S.C. 2696. (5)When any agent is involved in the transaction to lease target housing on behalf of the lessor, a statement that : (i) The agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d; and (ii) The agent is aware of his/her duty to ensure compliance with the requirements of this subpart. (6) The signatures of the lessors, agents, and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature.

(c) Retention of certification and acknowledgment information. (1) The seller, and any agent, shall retain a copy of the completed attachment required under paragraph (a) of this section for no less than 3 years from the completion date of the sale. The lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (b) of this section for no less than 3 years from the commencement of the leasing period. (2) This recordkeeping requirement is not intended to place any limitations on civil suits under the Act, or to otherwise affect a lessee's or purchaser's rights under the civil penalty provisions of 42 U.S.C. 4852d(b)(3).

(d) The seller, lessor, or agent shall not be responsible for the failure of a purchaser's or lessee's legal representative (where such representative receives all compensation from the purchaser or lessee) to transmit disclosure materials to the purchaser or lessee, provided that all required parties have completed and signed the necessary certification and acknowledgment language required under paragraphs (a) and (b) of this section.

RECEIVED: Signature Date Signature Date

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:

/

Date Signature

/

Date Signature

/

Date Signature of Listing Associate

PURCHASER:

/

Date Signature

/

Date Signature

/

Date Signature of Selling Associate



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