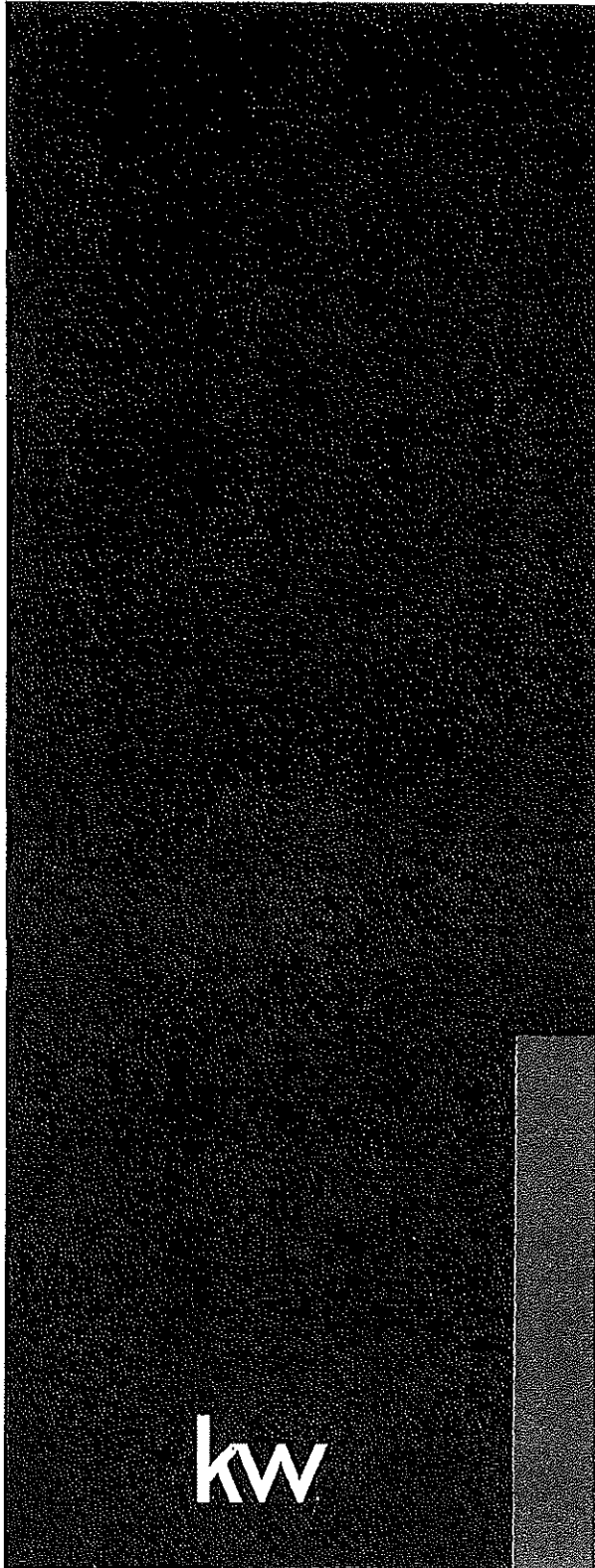


# IGNITE

ELEMENTALS 4:

SELLER APPOINTMENTS



# Notices

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**WARNING!** Real estate agents who violate The Telephone Consumer Protection Act (TCPA) and the National Do Not Call Registry face potentially catastrophic legal damages. Do NOT use or leave artificial or prerecorded messages, and check the National Registry and your Internal registry before you dial.

# Table of Contents

- Compliance: Do Not Call/Telephone Consumer Protection Act ..... 3
- NAR 2019 Profile on Buyers and Sellers ..... 4
- The Process to Listing ..... 5
- Aha's ..... 5
- Pre-Listing Goals ..... 6
- Aha's ..... 6
- Pre-Listing Packet..... 7
- Pre-Listing Script Practice ..... 8
- Aha's ..... 10
- Listing Presentation ..... 11
- Role Model: Present the Listing Presentation..... 12
- Role Model: Handle Pricing Objections ..... 12
- Role Model: Handle Pricing Objections..... 12
- Closing the Deal Script Practice ..... 13
- Recap and Create Your Success List..... 14

# Compliance: Do Not Call/Telephone Consumer Protection Act

## WARNING!

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The Telephone Consumer Protection Act regulates calls to cell phones and landlines, auto-dialed calls, prerecorded calls, faxes, and calls to numbers on the Do Not Call Registry. Class-action litigation for TCPA violations is rapidly increasing. Such claims present catastrophic exposure. Consult an attorney for guidance on the TCPA and DNC laws, including consent requirements, autodialer restrictions and prerecorded messages.

### ① Auto Dialers

The TCPA regulates calls and texts to a cellphone using an automatic telephone dialing system (autodialer)

### ① Prior Express Written Consent/ Written Consent

In certain cases, a caller must have prior express consent before making a call. In other cases, prior express written consent is required.

### ① Know the Federal and State Laws

In addition to federal laws, several states have laws governing telemarketing. Talk with your broker about any guidelines and Do Not Call lists your market center may have.

### ① Violations

Recipients of calls that violate the TCPA may recover up to \$1,500 for each violation. Use of an autodialer can rapidly accelerate potential damages.

## DO NOT CALL DO'S AND DON'TS

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Under federal law, sellers and telemarketers may not call individuals listed on the Federal Trade Commission's Do Not Call Registry. Failure to comply with DNC laws could result in substantial government fines and/or civil legal action against you. Consult an attorney regarding compliance with DNC laws.

### ① Subscribe to the Registry

The DNC registry is hosted on a dedicated website. Your Market Center should subscribe to the Registry and give you login credentials. Making ANY telemarketing calls without access to the Registry violates federal law.

### ① Check Before You Call

Before making a call, check to see if the number is on any of these lists: 1. the National Do Not Call Registry; 2. any state Do Not Call list; 3. your internal list. If the number is on any of these lists, delete it.

### ① Honor Consumers' Requests

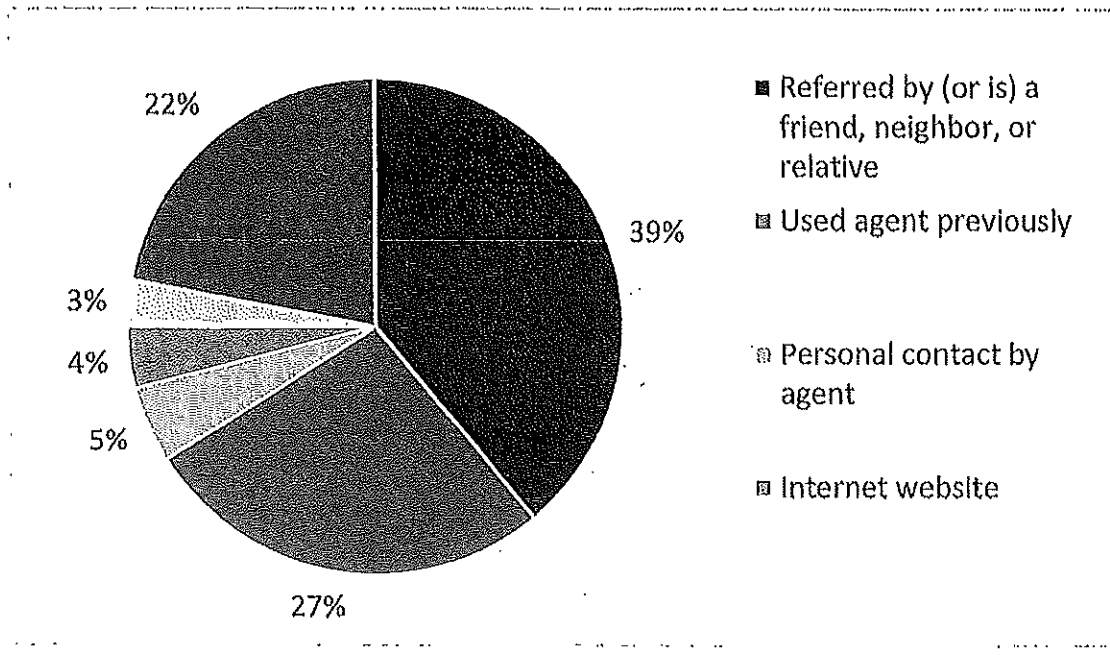
Never call a number on the Do Not Call Registry. And honor an individual's request to be added to your internal DNC list.

### ① Limited Exceptions

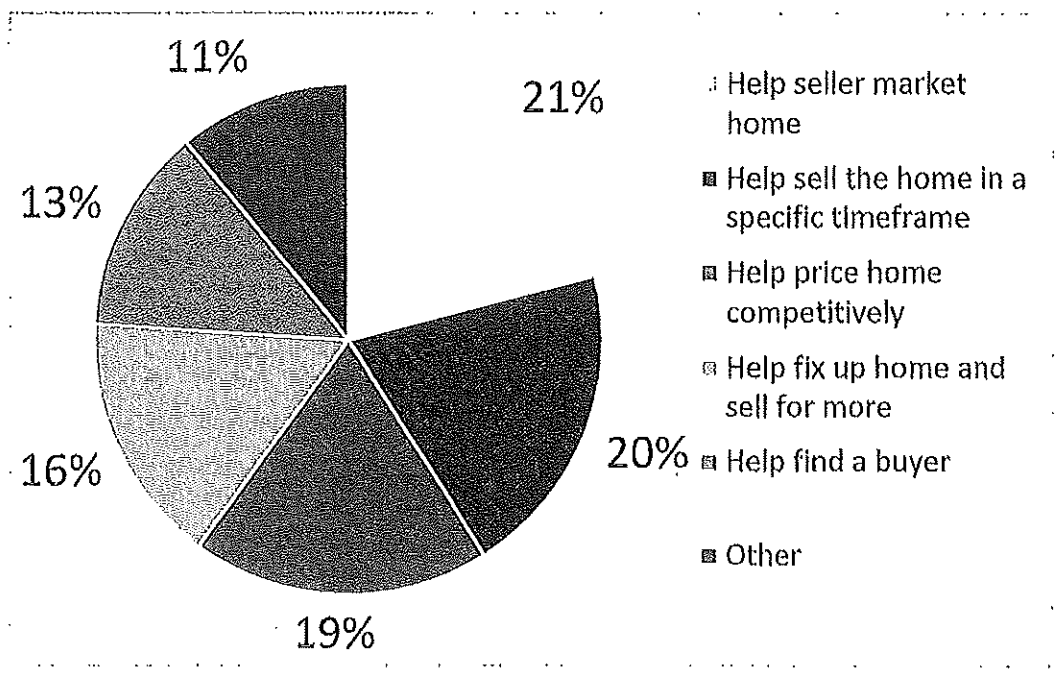
Federal law allows telemarketing calls to be made in very limited circumstances. Contact a lawyer prior to using an exception to ensure it applies.

# NAR 2019 Profile on Buyers and Sellers

## How Sellers Found Their Agent



## What Sellers Want





# Pre-Listing Goals

## 1. STATE YOUR VALUE

Tell the seller \_\_\_\_\_.

## 2. PRE-SELLING

Build seller \_\_\_\_\_ and answer \_\_\_\_\_.

## 3. SAVE TIME

Answer \_\_\_\_\_ up front before the appointment.

### Aha's

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# Pre-Listing Packet

1. What are reasons sellers over-estimate the value of their home? How can you provide them clarity?

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2. What parts of the Pre-Listing Packet help you set the seller's expectations about pricing? How does it help set seller expectations?

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3. How does the Pre-Listing Packet help you learn about your seller? How can you use the information gathered about the seller?

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4. Where does the Pre-Listing Packet allow you to sell your value proposition?

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# Pre-Listing Script Practice

With a partner, practice these scripts for overcoming common obstacles to writing offers.

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## Review the Pre-Listing Packet

### SCRIPT

Thank you so much for giving me the opportunity to get your home sold.

*Review the Pre-Listing Packet you left with the seller.*

*(Ask:)*

Did you have a chance to review the Guide to Selling Your Home I sent you?

*(If yes:)*

Great! And did you complete the questionnaire at the back? Do you have any questions about anything that was presented?

*(If no:)*

Well, let's review the packet quickly before we move on. There are some questions at the end for you to answer.

## Delivering a 10++ Experience

### SCRIPT

I'd like for you to have a great experience selling your home, and that begins with me being very clear on what your expectations are, so I would like to ask you about that. Okay?

*(Ask each question, allow plenty of time for them to answer, and write their answers in your packet. Allow equal time for both parties if the sellers are a couple.)*

Thank you for your honesty. Knowing how to deliver a 10++ Experience helps me serve you in the best possible way.

## Why Me?

### SCRIPT

Let me tell you a little bit about the team and company I work with— Market Center name —and why you've made a great decision to talk to me about selling your home.

*(Quickly cover the selling points about KW - #1 in the world, #1 training company, best mobile property search app, and accessing hundreds of real estate websites globally!)*

Any questions?

## Help Sellers See Their Listing Through the Eyes of Buyers

### SCRIPT

The location and condition of the home are the first things that attract buyers and their agents. You can't change the location, but you can change the condition of your home so that it's as appealing as possible.

Buyers are attracted or distracted immediately by the condition of the home. From the curb appeal to every room in the house, to the backyard, it all matters.

Buyers rank condition as one of the top three things they consider when choosing a home. Most want a move-in-ready, model-like home.

Buyers are trying to see themselves in any property they visit. They are trying to imagine a wonderful life inside your house. So, our goal is to help them by preparing the house so that nothing distracts them from being able to do this. This means a great curb appeal, a clean interior with as few repairs needed as possible—after all, daydreams don't often come with hammers—and as few reminders as possible that someone else is living here, and that includes not being here during showings.

Once we agree to work together, I'll advise you on how to properly prepare your home with staging to accomplish this. Does that sound good?

## Signing the Listing Agreement

### SCRIPT

We're in agreement about the price and it sounds like all your questions have been addressed.

*(Ask: options)*

- Based on everything we've discussed, I feel like we have the makings of a win-win relationship. Would you agree?
- Are we ready to move ahead on this?
- Is there anything we need to do before we get started?
- Would you like me to handle the sale of your home?
- Are you ready to decide to choose me to represent you in the sale of your home?

*(If yes: Hand the sellers your Listing Agreement and a nice pen and ask them to sign.)*

Thank you, I am looking forward to...

*(If no:)*

What is preventing you from moving forward? Do you have additional questions for me?



# Listing Presentation

In your group, write down how each of the following sections helps you communicate to the seller how you'll accomplish their goal(s).

**1. Your Property**

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**2. Your Neighborhood**

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**3. Comparable Properties**

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**4. Your Needs**

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## Role Model: Present the Listing Presentation

■ Notes:

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## Role Model: Handle Pricing Objections

■ Notes:

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## Role Model: Handle Pricing Objections

■ Notes:

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# Closing the Deal Script Practice

With a partner, practice these scripts for asking a seller to sign a listing agreement with you.

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## SCRIPT

After studying the comparables, taking into account the unique characteristics of your home and its setting, and using my knowledge of the averages in your neighborhood, I have prepared my recommendation.

Remember that my primary goal is to net you the most money possible. And I believe this pricing plan, matched with my Marketing Plan, will draw agents and buyers to your home and position it as a highly appealing and highly competitive property.

After looking at everything I've presented about condition and price, what are your thoughts? Do you agree with this price recommendation? Is this what you'd like to list your home for? Are you ready to make a decision to work with me?

*(If Yes:)*

Great, it sounds like we've got a price and are ready to put a sign in the yard. Let's do it and get this house sold!

■ Notes:

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# Recap and Create Your Success List

Turn Aha's to Achievement

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 <p>How has your <b>thinking</b> changed?</p>	
 <p>What do you <b>feel</b> differently about? What was meaningful for you today?</p>	
 <p>How will your behaviors be different going forward? What <b>actions</b> will you take?</p>	
 <p>What <b>tools</b>, models, or systems will you use? How will they make you accountable?</p>	







KELLERWILLIAMS.

# A GUIDE TO SELLING YOUR HOME

PREPARED FOR: CLIENT NAME 1 CLIENT NAME 2  
COMPLIMENTS OF: AGENT NAME 1 AGENT NAME 2

# A GUIDE TO SELLING YOUR HOME

## It's All About You

My real estate business is built around one guiding principle: It's all about you.

### I Will Help You By ...

1. Taking time to **understand your wants, needs, and expectations**; answering your questions; returning your phone calls and emails the same day; and **being honest** with you at all times.
2. Helping you obtain the **highest possible price** for your house in the shortest amount of time.
3. Advising you on **pricing and staging** once I have evaluated your home thoroughly against the market.
4. Implementing a **comprehensive marketing plan to expose your house** for buyers through as many channels as possible.
5. **Coordinating the home-showing process** with your family's needs in mind.
6. Presenting all offers, and **advising you** on the terms and contingencies contained within.
7. **Negotiating** on your behalf for the best offer.
8. Scheduling and coordinating completion of **contingencies and inspections**, and monitoring the **buyer's loan process**.
9. Coordinating and supervising the preparation of all **real estate closing documents**, and guiding your through the closing process.
10. During the entire listing, from start to finish, always **representing YOUR best interests**.

It's all about you!

# A GUIDE TO SELLING YOUR HOME

## Get Ready to List

What will it sell for?

The market tells us how much your home is worth. **I will advise you on pricing** after my thorough analysis of your property compared to the market, and with my recommendation, **you will make the final decision.**

## Five Factors Affecting the Value of Your Property

### 1. *Price – Based on Recent Sales*

Comparable homes in the area that have recently sold are how buyers and their agents will determine the fair market value for your home.

### 2. *Location*

Location is one of the most important factors in determining the value of your property.

### 3. *Condition*

The **condition of the property** affects the price and the speed of the sale.

- Prospective buyers often make purchases based on emotion, so first impressions are important.
- I'll advise you in optimizing the physical appearance of your home to maximize the buyer's perception of value.

### 4. *Competition*

Prospective buyers are going to compare your property—both the condition and the price—to other active listings in and around your neighborhood. In order to get buyers' attention away from your competition and focused on your home, we will be competitive by properly pricing and staging your home.

### 5. *Timing*

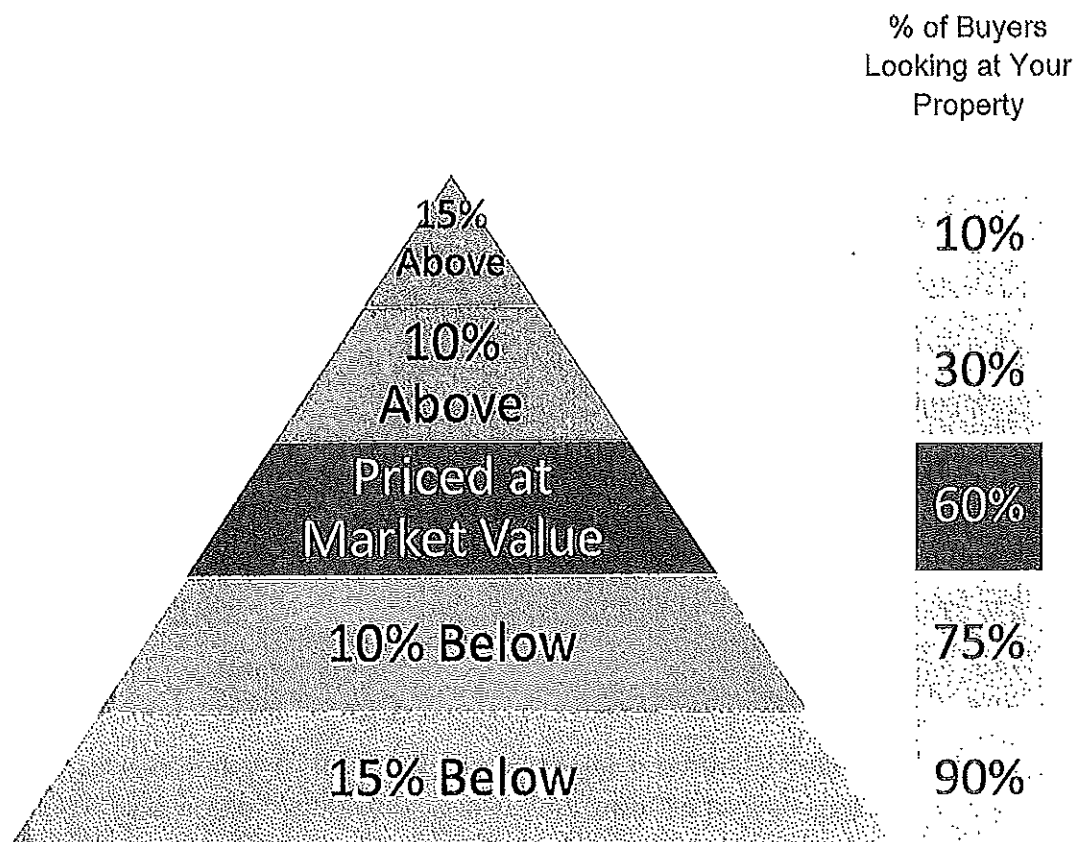
Property values are affected by the current real estate market. Because we can't manipulate the market, we'll collaborate on a pricing and marketing strategy that will take advantage of the first 30 days your property is listed. It's the window of opportunity when buyers and their agents discover your property and are most likely to visit and make offers.

Of these five factors, you can only change two: the **price** and the **condition**.

# A GUIDE TO SELLING YOUR HOME

## Get Ready to Sell – Price

- A **well-priced home** creates interest, attracts buyers, generates showings, and produces offers, all very quickly.
- An **underpriced home** will attract buyers and may sell quickly, yet may detract buyers who wonder "what's wrong with it?" as well as be overlooked by buyers looking in a slightly higher price range.
- An **overpriced home** will be evidenced by lack of interest, few showings, no offers, a longer time on the market, and possibly price cuts—which look bad from the buyer's prospective.



Even though it's true that a lower price will attract more viewings, it doesn't ensure a sale, and may not meet your financial goal.

# A GUIDE TO SELLING YOUR HOME

## Get Ready to Sell – Condition

You don't get a second chance to make a first impression.

- Most buyers make decisions about the property they see within the first 15 seconds of entering the home.
- Homes in great condition attract more interest and offers, and tend to sell for more than homes in less than great condition.

### Staging Makes the Difference

Decluttering and improving the general cleanliness and condition of the home is what we call "staging."

When a seller stages their home, one of two things happens:

1. The home becomes more valuable than other comparable properties in that price range.
2. More buyers become interested and make offers allowing you to sell faster and for more money.

### Stand Out From the Crowd

1. Start at the curb of your house, notice any maintenance or landscaping issues (chipped front door paint, poor outside lighting, dirty windows, overgrown bushes and hedges, cluttered walkway and driveway, etc.)
2. Inside the home, observe ... is it tidy, clean, and odor-free? Does the layout of furnishings allow for easy flow?
3. Throughout the house, make note of any areas that need painting or repair, and check flooring for wear and cleanliness.
4. Will the buyer be able to see themselves in the property, or will they be too reminded of your family? Make note of family photos and personal items that can be packed away.

# A GUIDE TO SELLING YOUR HOME

## Questions for You

*Your answers to these questions will guide me in how to best serve you.  
We'll discuss them when we meet.*

1. What is the most important thing you are looking for in your listing agent?

2. What prior real estate transaction experiences have you had?

3. How would you like to be communicated with?

Email      Phone      Text      Other (explain)

4. How frequently would you like an update on marketing?

Weekly      Twice a month      After each showing      Other (explain)

5. How frequently would you like an update on showings?

Weekly      Twice a month      After each showing      Other (explain)

6. Please list what you are most concerned about in the marketing and selling process (buyer qualifications, showing procedures, open house, possession, pricing, negotiations, and other issues).

# A GUIDE TO SELLING YOUR HOME

## About Me

Insert your value proposition.

This page is optional – either complete it and delete this text box, or remove it from packet.

### Expertise

Insert geographical areas of expertise, any specialty market segments, etc.

### Technology

Insert the ways you give your clients an edge through technology.

### Communication

Insert something on your accessibility and/or how you communicate with clients.

### Clients for Life

Insert any stats or percentages of business from repeat clients, referrals, etc.

### Awards/Recognition

Insert appropriate honors.

### Personal

Insert charitable affiliations, volunteer work, interests, hobbies, family info, etc.

### My Commitment to You

Insert your client commitment.

### What My Clients/Colleagues Say

Lorem ipsum, Dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorpersuscipit lobortis nisi ut aliquip ex ea commodo consequat.

Testimonial Name

City, State

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Testimonial Name

City, State

# Pre-listing Questionnaire

Seller (s) Name(s): \_\_\_\_\_

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

Street Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Appointment Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

*Do you have about 5 minutes so I can ask you some very important questions before I come out to meet you?*

1. How did you hear about me?
2. Where are you moving?
3. What's motivating you to move there?
4. How soon do you have to be there?
5. If we sell your home in the next 30 days, will that pose a problem for you? If "yes," what would the problem be?
6. What would happen if your home did not sell?
7. How much do you want to list your home for?
8. How much do you owe on the property?
9. I'll be sending you a packet of information. Will you take a few minutes to review it before we meet?
10. Do you have any questions before we meet?
11. Will all decision-makers be there when we meet?

*Just so you know, our meeting will take between \_\_\_\_\_ and \_\_\_\_\_ minutes, OK?*

*I look forward to meeting with you on \_\_\_\_\_ at \_\_\_\_\_.*



## Walk-Through Form

Date				Owner			
Street			City		State, Zip		
Sq Ft		Source:			Year Built		
# Bedrooms		# Baths		# Living Areas			
HOA Y / N		How Much \$		Yearly or Monthly		Mandatory Y / N	
Restrictions							

## Room Survey (Check all that apply)

Entry		Sq. ft.					
		Flooring: wood / C-tile / slate / marble / carpet / travertine / vinyl					
		Height: single story / 2 story					
Formal Living Room		Sq. ft.					
Plaque moldings		Windows: drapes / shades / plantations / wood blinds / aluminum blinds					
Chair moldings		Flooring: wood / C-tile / slate / marble / carpet / travertine / vinyl					
Access to kitchen		Formals		combined / separate			
Formal Dining Room		Sq. ft.					
Plaque moldings		Windows: drapes / shades / plantations / wood blinds / aluminum blinds					
Chair moldings		Flooring: wood / C-tile / slate / marble / carpet / travertine / vinyl					
Access to kitchen		Formals		combined / separate			
Family Room		Sq. ft.					

	Ceiling fan	Windows: drapes / shades / plantations / wood blinds / aluminum blinds			
	Wet bar	Flooring: wood / C-tile / slate / marble / carpet / travertine / vinyl			
	Surround sound	Height: single story / 2 story			
	Glass doors		Fireplace: wood burning / gas logs / gas lighter		
	Bookshelves		Door to Yard		Open to kitchen
					Built-ins
Bathroom		Sq. ft.			
	Full or ½ bath				
Kitchen		Sq. ft.			
	Gas or electric	Flooring: wood / C-tile / slate / marble / carpet / travertine / vinyl			

# Listing Appointment Checklist

Property Address: \_\_\_\_\_

Sellers #1 Name: \_\_\_\_\_ Best Phone#: \_\_\_\_\_ Text?: Y N

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

Work: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Social Media: Facebook Instagram Snapchat Twitter

Sellers #2 Name: \_\_\_\_\_ Best Phone#: \_\_\_\_\_ Text?: Y N

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

Work: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Social Media: Facebook Instagram Snapchat Twitter

Why are you selling? \_\_\_\_\_ When do you need to move by? \_\_\_\_\_

What will happen if that doesn't happen? \_\_\_\_\_

## Best Way To Show Home

How much notice \_\_\_\_\_ Kids naptime \_\_\_\_\_ Pets \_\_\_\_\_

Do you need help finding a rental or new home when we sell this house?

Rental or Purchase \_\_\_\_\_ Where? \_\_\_\_\_ When? \_\_\_\_\_

## Financials

Approx Loan Balance \_\_\_\_\_ Monthly Pymt \_\_\_\_\_ Assumable \_\_\_\_\_

Heloc? \_\_\_\_\_ Balance? \_\_\_\_\_

## HOUSE DETAILS

Upgrades?

What/When? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Age of roof \_\_\_\_\_  
Age of windows \_\_\_\_\_

Age of A/C \_\_\_\_\_

Water Heater Elec Gas

Homeowners Association? Yes No

Monthly Dues \_\_\_\_\_

Association Name: \_\_\_\_\_

Condo Association? Yes No

Monthly Dues \_\_\_\_\_

Association Name: \_\_\_\_\_

Amenities \_\_\_\_\_

Renters allowed? Y N

Flood Insurance? Y N

Cost?: \_\_\_\_\_

**DO YOU WANT TO OFFER HOME WARRANTY TO BUYER? \$450 PD AT CLOSING Y N**

What do you love about this home?

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Do you need any vendor referrals?

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Do you know anyone that would be interested in buying your home?

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Who do you know that is looking to buy or sell in the next 60 days?

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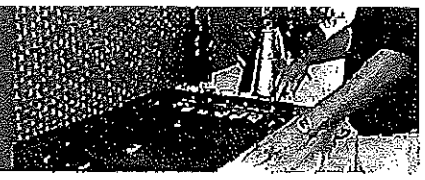
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# SELLER INSPECTION CHECKLIST

Prepare for your home inspection like a pro.



## GENERAL

- Turn all utilities on
- Clear access to electrical panel, crawl space, attic space, and garage walls
- Remove or put pets in a secure area

## EXTERIOR

- Ensure that water drains away from the house. Add downspout and splash blocks under gutters, if necessary
- Fix loose shingles and nail pops on the roof
- Clean gutters and downspouts to prevent overflowing
- Check wood trim joints for softness and caulk
- Replace or secure all loose bricks or wood on steps
- Check for fallen insulation or wood debris lying on the ground under a deck or in a crawl space
- Ensure hose faucets are not loose or leaking
- Have anti-siphon devices installed on the exterior hose faucet

## GARAGE

- Check automatic reverse on garage doors
- Check garage foundation walls for mud termite tubes
- Move stored items away from the garage walls so that the inspector can view the foundation
- Check for damaged drywall adjoining to ensure proper fire rating

By correcting minor and easy-to-address repair items before hand, you will put your best foot forward to sell your home!

## CONTACT US:

Burke Inspection Services dba

HouseMaster

757-549-3433

michelle.burke@housemaster.com

## INTERIOR

- Change all air filters prior to the inspection
- Check all windows for opening, closing, and locking
- Ensure that all windows stay up on their own
- Check all windows for possible broken thermal seals or cracks
- Check all outlet covers for loose, damaged, or missing covers
- Adjust doors that are rubbing or sticking when opening and closing
- Check all walls and doors for holes from door handles or door stops
- Ensure ceiling fans don't wobble on all three speeds
- Replace all burned out light bulbs
- Consider getting carpet cleaned and re-stretched if needed
- Fix any holes or nail pops in walls or ceiling

## KITCHEN + BATHROOM

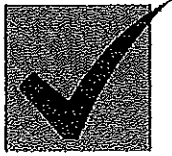
- Fill all sink basins, drain, and check for leaks
- Check disposal and dishwasher
- Ensure cabinets open and close properly, don't rub, and are secure
- Confirm that all burners and elements work on the stove and oven
- Check the counter and back splash for any needed caulking
- Check for loose tiles, cracked tiles, and missing grout
- Ensure the toilet and tanks are secure and crack-free
- Ensure supply lines and toilet shut offs flush properly
- Ensure faucets have proper hot and cold plumbing installation (*hot should be on the left, cold on the right*)
- Check all faucets for water pressure. If pressure is low, try cleaning out aerators/screens
- Confirm laundry connection does not leak
- Check water heater for leaks and corrosion
- Ensure breakers are not tripped or missing
- Check GFCI's and AFCI's to ensure that they respond



# SELLER INSPECTION CHECKLIST

TO USE IN PREPARATION FOR YOUR HOME INSPECTION FROM YOUR FREINDS AT  
SAFE HOUSE PROPERTY INSPECTIONS

**757-418-0944**



## GENERAL

More than likely the buyers will come to the inspection. Have the house clean. Don't leave dishes in the sink, pans in the oven or cars in the garage. Change all air filters prior to the inspection. Consider having something (water) for buyers to drink. Leave your phone number for Inspector in case they have any questions about the operation of your home.

- All utilities turned on.
- Please remove or put up pets.
- Access clear to electrical panel, crawl space, attic space and garage walls.

## EXTERIOR

- Make sure water drains away from the house. (downspout and splash blocks away from house)
- Fix any loose shingles or nail pops on the roof.
- Clean gutters and clear downspouts.
- Check wood trim joints for softness and caulk.
- Check any steps for loose bricks or wood.
- Check any handrail for looseness.
- If there is a deck, check for weathering wood.
- Check to make sure there is no wood or fallen insulation is on the ground under either.
- Make sure hose bibs aren't loose or leaking.
- Add anti-siphon attachment to hose bib if it doesn't have one.

## INTERIOR

- Check all windows for opening, closing and locking.
- Check all windows to ensure that they stay up on their own.
- Check all windows for possible broken seals/cracks.
- Check all outlet covers for loose or missing covers.
- Make sure all doors open and close without rubbing.
- Check walls & doors for punctures from door handle or from door stop.
- Check ceiling fans on all 3 speeds for wobbling.
- Check and replace all burned out light bulbs.
- Consider getting carpet cleaned and re-stretched if needed.
- Check for and fix any holes/nail pops in walls/ceiling.

## KITCHENS / BATHROOMS

- Fill all sink basins, drain, check for leaks.
- Check disposal and dishwasher.
- Check cabinets for looseness and rubbing.
- Check that all burners and elements work on stove and oven.
- Check counter and splash block for needed caulking.
- Check for loose tiles.
- Check the toilet for cracks or loose/rocking toilets.
- Check flush and supply and the toilet cuts off.
- Make sure hot and cold aren't reversed. (hot is on left)
- Check all faucets for water pressure. Try cleaning out aerators/screens.
- Check laundry connection for leaks.
- Check water heater (TPR valve two) for leaks.
- Check for tripped or missing breakers.

## GARAGE

- Check auto reverse on automobile door.
- Check garage walls for termite (mud) tubes.
- Clear items off garage walls.
- Make sure fire rating (drywall) is not compromised.



Real Estate Team

1100 Volvo Parkway Suite 200  
Chesapeake, VA | 23320 | PH: 757-361-0106



## Offer Summary

**Property Address:** 4012 Newport Avenue

**Offer Price:** \$275,000

**Earnest Money Deposit:** \$ 1000/held by Real Estate Group

**Financing:** VA Loan/Veteran's United      **Closing Date:** 12/03/2018

**Closing Costs:** Seller to pay 3% (\$8,250) towards buyer closing costs, pre-paids, and settlement expenses. Funds to be used at buyers discretion

**Property Condition:** no conditions noted  
*line 294*

**Termite/Molsture:** Inspection within 10 days of ratification  
Buyer to schedule-Seller to pay not to exceed \$100

**Inspections/Repairs/  
Treatment Cap:** 1%-Seller is obligated for 1% of purchase price (\$2700)  
to make repairs arising from 1) appraisal required  
repairs 2) wood destroying insect, moisture & termite  
repairs or 3) drinking water/septic repairs-- CAP DOES NOT APPLY  
TO REPAIRS THAT MAY BE REQUESTED AFTER HOME INSPECTION

**Survey:** Buyer desires survey --  
*line 250*

**Home Inspection:** Buyer to have inspection within 10 days of ratified contract.  
(PICA) Buyer to schedule and pay for. Seller to have all utilities on.

**Contingencies:** No contingencies noted  
*line 444*

**Other Provisions:** None noted  
*line 613*

**Items to Convey:** Electric range, microwave, refrigerator, washer, dryer, disposal,  
*line 455* sump pump, all smoke detectors, all ceilings fans, fireplace  
equip/tools & logs, trash container, & recycle bin

**Walk Thru:** Buyer to complete walk thru inspection prior to  
Settlement to determine the property is in the same  
Condition as of the date of agreement and all  
Appliances, heating, cooling, plumbing, and electrical  
Systems are in working order. SELLER MUST KEEP  
UTILITIES ON UNTIL AFTER SETTLEMENT.





# Listing Processing Checklist

Address \_\_\_\_\_  
 Agent Name \_\_\_\_\_

## Forms Review and Order of Submission



	1	MLS Printout (Agent Full)
	2	Standard Listing Agreement (SLA)
	3	Property Data Input and Features (PT1)
	4	Standard Agent Exclusive Right to Sell Brokerage Agreement (SAER)
	5	CDIF - Consumer Disclosure Information Form
	6	DPOR - Residential Property Disclosure Statement
	7	AICUZ - Military Air/Noise Disclosure (REQUIRED IF PROPERTY IS LOCATED IN NORFOLK, CHESAPEAKE, VIRGINIA BEACH, OR HAMPTON)
	8	Lead base Paint Disclosure (LEAD-1) (IF BUILT PRIOR TO 1978)
	9	Title Alliance Affiliate Disclosure (ABA) (ONLY REQUIRED IF SELLER CLOSES WITH TAG)
	10	KWCVC Advertising Agreement Disclosure (REQUIRED)
	11	Condo/POA Association Addendum (IF APPLICABLE)
	12	Short Sale Addendum to Standard Listing Agreement (ONLY IF SHORT SALE)
	13	Additional Document(s):

### ALERT: NA or Missing Forms Notes

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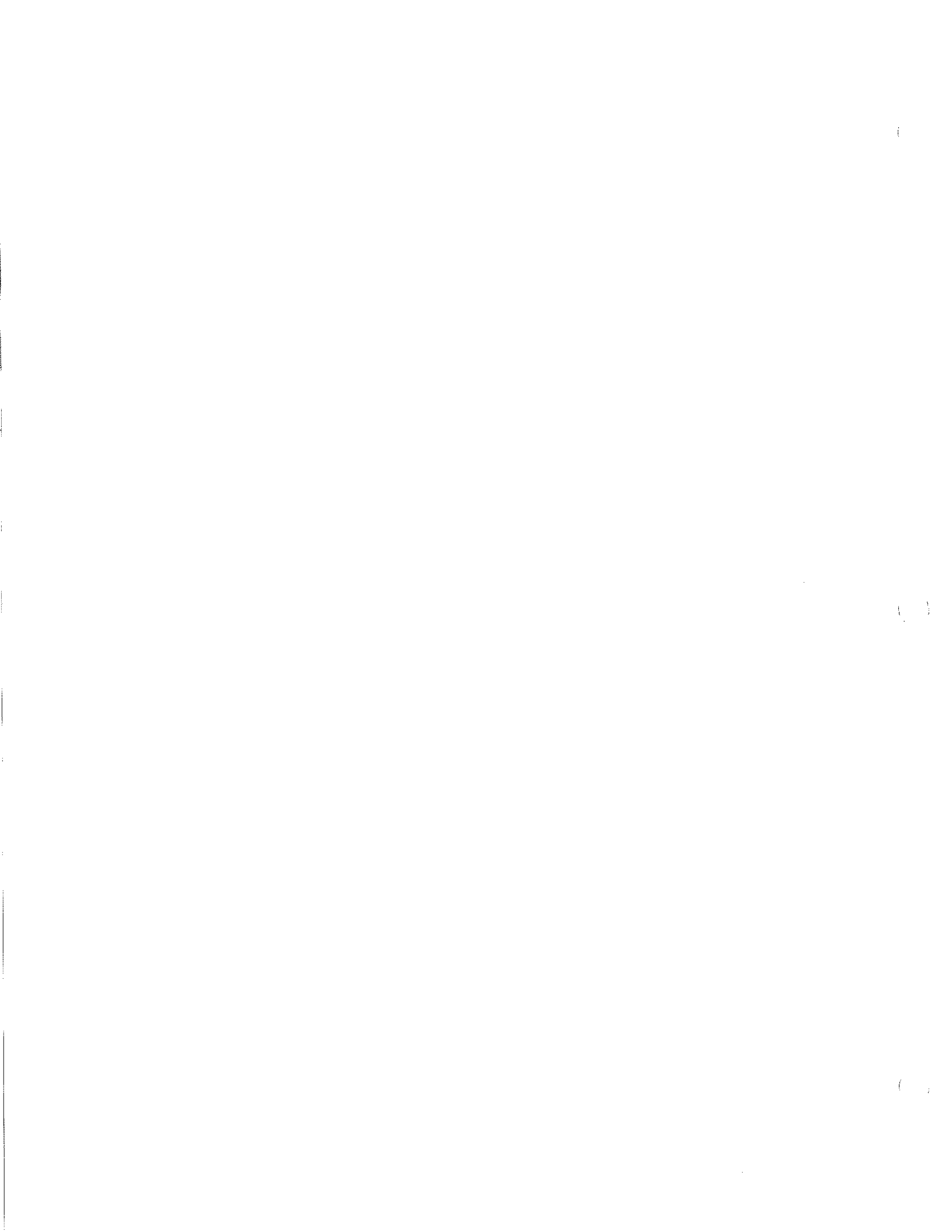
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1 REAL ESTATE INFORMATION NETWORK INC.  
2 STANDARD LISTING AGREEMENT



3 THE STANDARD LISTING AGREEMENT ("Agreement") is entered into by and between the undersigned seller(s) ("Seller") and  
4 the undersigned listing firm ("Listing Firm"). Seller and Listing Firm agree that the following described property ("Property") shall  
5 be sold upon the terms and conditions more particularly set forth below.

6 1. **PROPERTY:** Seller (Type or Print) \_\_\_\_\_  
7 Property located in the City/County of \_\_\_\_\_ Virginia,  
8 commonly known as \_\_\_\_\_ (Street Address), and  
9 otherwise known as \_\_\_\_\_  
10 \_\_\_\_\_ (Legal Description).

11 Seller covenants and agrees to complete and sign the appropriate listing Data Input Form in conjunction with this Agreement  
12 and such forms will become an integral part of this Agreement.

13 2. **TERM:** Seller grants to Listing Firm the exclusive and irrevocable right to sell the Property from \_\_\_\_\_  
14 (Date), until 12:00 Midnight on \_\_\_\_\_ (the "Listing Period"). Listing Firm has up to two (2)  
15 days from the beginning of the Listing Period, excluding weekends and Federal holidays, to process paperwork and input  
16 the listing into the Real Estate Information Network Inc. ("REIN") system. **The Property will not be available for marketing  
17 and showing until the beginning of the Listing Period.**

18 3. **SALES PRICE:** Seller agrees to sell the Property for \$ \_\_\_\_\_ or such other price and upon such other terms as  
19 Seller may subsequently agree. Buyers often request that a Seller pay a portion of the closing costs or other costs incurred  
20 by a Buyer in connection with the acquisition and financing of a Property. For purposes of this Agreement, such costs are  
21 referred to as "Seller Contributions" and shall include, except as provided below, all allowable costs and expenses which a  
22 Seller may pay on a Buyer's behalf under applicable underwriting guidelines of Buyer's lender. Seller's Contributions shall  
23 expressly exclude any costs or expenses associated with the repair of the Property, whether negotiated between Buyer and  
24 Seller or otherwise required under the terms of the agreement of sale. Seller authorizes Listing Firm to disclose Seller's  
25 willingness to pay Seller's Contributions and agrees to pay Seller's Contributions in an amount not to exceed  
26 \$negotiable \_\_\_\_\_.

27 4. **SELLER AUTHORIZATION:** Listing Firm shall be bound by the rules and regulations of REIN with respect to the sale of  
28 the Property.

29 (A) **Listing Data & Photos:** Seller, Listing Agent and Listing Firm hereby transfer and assign to REIN all rights of ownership  
30 and copyright to all information, including photographs and sketches, submitted to REIN regarding the Property. Seller,  
31 Listing Agent and Listing Firm represent and warrant that they are the owners of such information and agree to  
32 indemnify and hold REIN harmless for any claim brought against REIN arising out of REIN's use of such information.  
33 Seller, Listing Agent and Listing Firm waive any claims that REIN's use of the information is unlawful because REIN  
34 did not properly obtain rights to use such information. Seller authorizes Listing Agent and Listing Firm to submit  
35 information concerning the Property to REIN or any other multiple listing service for publication and Seller, Listing Agent  
36 and Listing Firm shall allow such information to be used by REIN or any other entity for any lawful purpose as deemed  
37 appropriate by REIN or another entity. Seller, Listing Agent and Listing Firm hereby acknowledge, agree and authorize  
38 that information regarding the Property, including offers of cooperation and compensation, shall be made available to  
39 all REIN Members, for their authorized use, including distribution in any form to REIN Members' customers and clients.

40 (B) **Advertising:** Seller authorizes Listing Firm to advertise the sale of the Property with any and all advertising and  
41 marketing media, including the Internet, solely at the discretion of Listing Firm. Unless otherwise agreed to in writing,  
42 Listing Firm shall have no duty to continue to market the Property subsequent to Seller entering into a purchase  
43 agreement. Seller acknowledges that while they have an exclusive listing with a REIN member firm, Seller is restricted  
44 from advertising the Property below the listed price during the term of the listing. Seller's failure to comply with the  
45 above will result in the listing being removed from the REIN system. Unless otherwise noted below, Seller, Listing Agent  
46 and Listing Firm acknowledge that information regarding the Property, including the address for mapping purposes,  
47 may be made available to the general public via the Internet, through REIN Members' websites or other means.

48 \_\_\_\_\_  
49 \_\_\_\_\_  
50 (C) **Cooperation:** Seller agrees that all REIN members and licensed real estate brokers or their agents may show the  
51 Property and that Seller shall offer cooperation whether the Buyer is assisted by a selling subagent, Buyer broker agent  
52 or other licensee acting on behalf of Buyer (collectively the "Selling Firm"). Seller agrees to make the Property available  
53 for showing at all reasonable hours and to refer to Listing Firm all inquiries relative to the sale of the Property. Seller  
54 shall use good faith efforts to cooperate with Listing Firm in the sale of the Property, promptly reply to Listings Firm's  
55 requests and inquiries and otherwise facilitate Listing Firm's efforts to sell the Property. The parties shall comply with  
56 all local, state and federal laws, rules and regulations in connection with the listing and sale of the Property, including,  
57 but not limited to, the U.S. Fair Housing Act. Seller expressly agrees that as consideration for the agreement of REIN  
58 to enter the information concerning the Property in its database, REIN and its members shall be entitled to rely on

59 statements and authorizations made by Seller in this Agreement and shall be deemed to be third party beneficiaries of  
60 this Agreement.

61 (D) **Signage:** Only "For Sale" signs of Listing Firm may be placed on a property listed in REIN. Seller authorizes Listing  
62 Firm to place "For Sale" signs on the Property and to remove all other signs. Seller acknowledges that while they have  
63 an exclusive listing with a REIN member firm, Seller is restricted from placing their own "For Sale" signs on the Property  
64 during the term of the listing. Seller's failure to comply with the above will result in the listing being removed from the  
65 REIN system.

66 5. **OFFER TO PURCHASE:** If an acceptable offer to purchase is made in accordance with the provisions of this Agreement,  
67 Seller shall execute the REIN Standard Purchase Agreement, or any other purchase agreement if mutually agreeable to all  
68 parties, and be bound by the terms and conditions thereof. Seller  **AUTHORIZES** /  **DOES NOT AUTHORIZE (mark**  
69 **as applicable)** Listing Firm to divulge to other agents, if asked, the existence of other offers. In the event Seller is presented  
70 with multiple offers in accordance with the provisions of this Agreement, Seller shall have the option to accept any one (1)  
71 of these offers without liability for failing to accept any of the other offers. Seller understands that the terms of the Standard  
72 Purchase Agreement obligates Seller to pay a negotiated amount for repairs required by an appraisal, the wood destroying  
73 insect infestation and moisture inspection report, a well/septic system report and walk through inspection. Seller shall pay  
74 (i) all expenses of deed preparation, the grantor's tax on the deed and all expenses, if any, for removal of title defects and  
75 (ii) any Seller Contributions as agreed to in a purchase agreement including those fees charged by lender for the specified  
76 financing which, by law, Buyer is not permitted to pay.

77 6. **DEFAULT:** Should Seller refuse to execute such purchase agreement, default in the performance of such purchase  
78 agreement, default under the terms and conditions of this Agreement or intentionally interferes with Listing Firm's efforts to  
79 sell the Property, Listing Firm shall have the right to terminate this Agreement and pursue any and all rights available at law  
80 as a result of such default. Seller shall be liable to Listing Firm and Selling Firm for the Brokerage Fee, as defined in the  
81 attached Brokerage Agreement, as if the sale of the Property had been consummated, and for any expenses, including  
82 reasonable attorney's fees, incurred by Listing Firm and/or Selling Firm in connection with this Agreement, the sale of the  
83 Property, or with the enforcement hereof.

84 7. **LOCKBOX:** Seller  **DOES** /  **DOES NOT (Check One)** authorize Listing Firm to use the SUPRA Keybox or other REIN  
85 authorized keybox ("Keybox") for the marketing of the Property. Seller acknowledges that the Keybox is not designed or  
86 intended as a security service. Seller agrees that SUPRA, REIN, Listing Firm, any member firm of REIN or other authorized  
87 agents shall not be liable for the unauthorized use of the Keybox and/or unauthorized entry to the Property. Seller agrees  
88 that Seller will not hold REIN or any of the member firms responsible or liable for damage or theft to the Property or Seller's  
89 personal property located on the Property during the term of this Agreement.

90 8. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS:**

91 (A) **Virginia Residential Property Disclosure Act:** Seller has been informed of Seller's rights and obligations under the  
92 Residential Property Disclosure Act [Code of Virginia of 1954, as amended ("Code"), §55.1-700, et seq.], which requires  
93 sellers of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish  
94 to the Buyer a Residential Property Disclosure Statement. Certain transfers of residential property are excluded from  
95 this requirement (see §55.1-702).

96 (B) **Lead Paint:** Residences built prior to 1978 may contain lead-based paint and/or lead-based paint hazards which could  
97 affect the health of the residents. Seller represents and certifies that Property  **WAS** /  **WAS NOT (Check One)**  
98 built prior to 1978. Seller acknowledges that Seller has been informed of Seller's obligations under the Residential  
99 Lead-Based Paint Hazard Reduction Act of 1992. If the Property was built prior to 1978, by execution below, Seller  
100 represents that Seller has completed and delivered to Listing Firm a REIN form entitled "Disclosure of Information on  
101 Lead-Based Paint and/or Lead-Based Paint Hazards" or a VPAR form entitled "Disclosure of Information and  
102 Acknowledgment of Lead-Based Paint and Lead-Based Paint Hazards."

103 (C) **Condo (Resale / New Construction / Conversions):**

104  **N/A**

105  **Condo Resale:** Seller represents that the Property is a resale condominium unit which is governed by the Virginia  
106 Condominium Act (Code § 55.1-1900, et seq.). If the Property is located within such a development, this Act requires  
107 the unit owners' association to provide Seller within fourteen (14) days of a written request and payment of the  
108 appropriate fee a resale certificate ("Condominium Resale Disclosure Package"), which Seller shall obtain and provide  
109 to Buyer. This Act requires Seller to furnish certain financial and other disclosures to Buyer. Cost of the preparation of  
110 the Condominium Resale Disclosure Package shall be paid by Seller. Seller  **DOES** /  **DOES NOT** authorize Listing  
111 Firm agent to request the Condominium Resale Disclosure Package on behalf of Seller and to receive the Condominium  
112 Resale Disclosure Package from the association as Seller's authorized agent.

113  **Condo New Construction / Conversion:** Seller represents that the Property is or will be a condominium unit which is  
114 governed by the Virginia Condominium Act (Code § 55.1-1900, et seq.) whether as a result of either a new construction  
115 or a conversion to a condominium. Seller understands and agrees that Seller will be required to provide a copy of the  
116 Public Offering Statement to Listing Firm, once such Public Offering Statement has been approved by the Virginia Real

117 Estate Board. Seller shall be responsible for the costs and expenses of obtaining such Public Offering Statement and  
118 delivering the Public Offering Statement to Listing Firm.

119  **IS** a sale of a condominium unit in a condominium consisting of 3 or fewer units and as such is exempt from the  
120 requirements in the Condo Act relating to a resale certificate and/or a public offering statement. Prior to executing this  
121 Agreement, Buyer is advised to address all concerns relating to the Property being a condominium unit, including  
122 without limitation and by way of explanation, issues related to hazard and liability insurance, current and proposed  
123 maintenance and repairs, common expenses, restrictions and agreements contained in the documents creating the  
124 condominium and similar items.

125 **(D) Property Owners' Association:**

126  **N/A**

127 Seller represents that the Property is in a community which is subject to the disclosure requirements of the Property  
128 Owners' Association Act (Code § 55.1-1800, et seq.). If the Property is located within such a development, this Act  
129 requires the development's property owners' association to provide Seller, within fourteen (14) days of a written request  
130 and payment of the appropriate fee, the association disclosure packet ("Disclosure Packet") which Seller shall obtain  
131 and provide to Buyer. Pursuant to this Act, Buyer's obligations under the purchase agreement are not binding until  
132 Buyer has had the opportunity to review the information provided by the property owners' association. Cost of the  
133 preparation of the Disclosure Packet shall be paid by Seller. Seller  **DOES** /  **DOES NOT** authorize Listing Firm  
134 agent to request the Disclosure Packet on behalf of Seller and to receive the Disclosure Packet from the association  
135 as Seller's authorized agent.

136 **(E) Co-op Resale:**

137  **N/A**

138 Seller represents that the Property is a cooperative unit which is governed by the Virginia Real Estate Cooperative Act  
139 (Code § 55.1-2100, et seq.). If the Property is subject to the Virginia Real Estate Cooperative Act, the Seller is required  
140 to provide to Buyer, prior to a) execution of any contract for sale of a cooperative interest or b) closing of the cooperative  
141 interest, a copy of the declaration, bylaws, and rules or regulations of the cooperative and a certificate detailing certain  
142 additional information set forth in the Cooperative Act ("Cooperative Interest Disclosure Package"). Cost of the  
143 preparation of the Cooperative Interest Disclosure Package shall be paid by Seller. This Act requires Seller to furnish  
144 certain financial and other disclosures to the Buyer. Some cooperative bylaws require Board of Director approval of all  
145 cooperative sales. Seller should investigate to determine whether board approval is required. Seller  **DOES** /  
146  **DOES NOT** authorize Listing Firm agent to request the Cooperative Interest Disclosure Package on behalf of Seller  
147 and to receive the Cooperative Interest Disclosure Package from the cooperative as Seller's authorized agent.

148 **(F) Sewage / Septic:** Residences with onsite sewage systems / septic tanks may previously have been granted an  
149 operating permit waiver which shall become null and void at the time of transfer or sale of the Property. Seller is required  
150 to disclose the existence of such a waiver to potential Buyers. Seller also represents and warrants that (Check  
151 appropriate box):

152  **The Property is not served by an onsite septic system.**

153  **The Property is served by an onsite septic system that is not subject to a waiver.**

154  **The Property is served by an onsite septic system that has been granted a waiver which is not transferrable to  
155 Buyer. Seller will provide Buyer the Disclosure Regarding Validity of Septic System Operating Permit as  
156 required by §32.1-164.1:1 of the Code of Virginia, a copy of which is attached to this Agreement. A copy of the  
157 Onsite Sewage (Septic) Addendum is attached and shall become a part of this Agreement.**

158  **Other (enter the applicable exemption for transfer subject to waiver pursuant to §32.1-164.1:1.C of the Code of  
159 Virginia; \_\_\_\_\_)**

160 **(G) CDIF and CH7:** Seller acknowledges receipt of the REIN Consumer Disclosure Information Form and Summary Of  
161 Rights And Obligations Of Sellers And Purchasers Under The Virginia Residential Property Disclosure Act Form which  
162 is incorporated by reference and made an integral part of this Agreement.

163 **(H) Warranty Release and Indemnification:** Seller represents and warrants the accuracy of all information provided by  
164 Seller to Listing Firm concerning the Property (including, without limitation, all information which may have been given  
165 or may be given in the future, and expressly including the statements made in the Listing Data Input Form made in  
166 conjunction with this Agreement). Seller agrees to indemnify and hold Listing Firm harmless against any and all  
167 damage, liability or expense of any kind or nature whatsoever arising from the inaccuracy of any such information,  
168 statements, representations and warranties Seller authorizes Listing Firm to release, advertise and disseminate all  
169 such information provided by Seller including pictures, images of the Property and likenesses through the internet and  
170 other media. Seller authorizes Listing Firm to provide financial information related to the sale of the Property, including  
171 information related to settlement expenses (but not personal financial information) to real estate appraisers and REIN.

172 **(I) Wood Destroying Insect Infestation Inspection Report:** The Wood Destroying Insect Infestation Inspection Report  
173 (NPMA-33) requires Seller to disclose to Buyer all known property history information regarding wood destroying insect  
174 infestation, damage from infestation and treatment history. Seller may be required to sign the NPMA-33.

175 (J) **General Warranty Deed:** Except as otherwise provided, Seller covenants to convey the Property to the prospective  
176 Buyer(s) by General Warranty Deed free of all encumbrances, tenancies, and liens for taxes or other matters of any  
177 type (except for taxes which are not yet due and payable which will be prorated as of closing), subject however, to any  
178 restrictive covenants and easements of record as of the date of this Agreement. \_\_\_\_\_  
179 \_\_\_\_\_  
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181 (K) **Seller Representations:** (i) Seller represents that Seller has the right to transfer the Property without obtaining the  
182 consent or approval of any other party, including without limitation, judgment creditors, lienholders, other lenders or any  
183 court, including a bankruptcy court or court having jurisdiction with respect to the distribution of marital property. In the  
184 event Seller receives written notice of commencement of foreclosure proceeding involving the Property during the  
185 Listing Period, Seller (a) shall promptly notify Listing Firm and (b) authorizes Listing Firm to disclose such foreclosure  
186 to prospective purchasers. In the event of notice from Seller that the foreclosure proceedings have commenced against  
187 the Property, Listing Firm shall have the right to terminate this Agreement.

188 (ii) Seller represents that Seller has or will have sufficient cash or other liquid funds to make any payments required in  
189 order to pay all brokerage fees due and transfer the Property without any liens attaching to the Property.

190 EXCEPTIONS (Check only if applicable):

191 (i)  Seller represents that the sale is a "short sale" in which event the REIN Short Sale Addendum to Standard  
192 Listing Agreement or other Addenda is attached to and incorporated into this Agreement.

193 (ii)  Seller represents that the sale of the Property will require approval of a third party other than the approval(s)  
194 necessitated by a "short sale" and Seller makes the following statement regarding other third party approvals: (i.e.  
195 co-op approval, bankruptcy, or other court approval, etc.). \_\_\_\_\_  
196 \_\_\_\_\_  
197 \_\_\_\_\_

198 If at any time during the term of this Agreement, the transfer of the Property requires obtaining consent or  
199 approval of any other party, including without limitation, judgment creditors, lienholders, other lenders or any  
200 court, including a bankruptcy court or court having jurisdiction with respect to the distribution of marital  
201 property, Seller authorizes Listing Agent (a) to disclose such requirement in the REIN system as required by  
202 REIN Rules and (b) to contact Seller's lender or VA (if applicable) to facilitate sale pursuant to the purchase  
203 agreement. Further, if Seller becomes aware of circumstances which make either of the exceptions referenced  
204 in (i) or (ii) above applicable subsequent to signing this Agreement, Seller shall promptly notify Listing Agent  
205 of such change in circumstances and Seller authorizes Listing Agent to make the disclosures and contacts as  
206 described in the preceding sentence. Seller's disclosure of a change in circumstances as provided in the  
207 previous sentence shall not excuse Seller's breach of the representations set forth in this Agreement or  
208 paragraph 7.C. of the Purchase Agreement or constitute a defense that Seller has not breached the  
209 representations set forth in this Agreement or paragraph 7.C. of the Purchase Agreement.

210 (L) **PENDING BUILDING OR ZONING VIOLATIONS:** Seller  HAS or  DOES NOT HAVE actual knowledge that the  
211 Property has pending enforcement actions pursuant to the Uniform Statewide Building Code. Section 55.1-706  
212 of the Code of Virginia states that if the Seller of a residential dwelling unit has actual knowledge of any pending  
213 enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living  
214 conditions of the Property of which the Seller has been notified in writing by the locality, or any pending violation of the  
215 local zoning ordinance that the violator has not abated or remedied under the zoning ordinance, within a time period  
216 set out in the written notice of violation from the locality or established by the court of competent jurisdiction, the Seller  
217 shall provide to a prospective Purchaser a written disclosure that so states. Such disclosure shall be provided to the  
218 Purchaser on a form provided by the Real Estate Board on its website and otherwise in accordance with this chapter.

219 (M) **PROPERTY PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE:** Seller  HAS or  DOES NOT  
220 HAVE actual knowledge that the Property (1) was previously used to manufacture methamphetamine and (2)  
221 has not been cleaned up in accordance with state guidelines. If Seller has such knowledge, Seller shall provide a  
222 written disclosure to Buyer in accordance with Section 55.1-708 of the Code of Virginia. Pursuant to Section 32.1-11.7  
223 of the Code of Virginia, the Virginia Board of Health established Guidelines for Cleanup of Residential Property Used  
224 to Manufacture Methamphetamine.

225 (N) **FIRPTA:** Except as noted below, Seller represents and warrants that Seller is not a nonresident alien, foreign estate,  
226 foreign trust, foreign partnership or foreign corporation as those terms are defined in the Internal Revenue Code and  
227 applicable United States Treasury Regulations, including Internal Revenue Code Sections 1445 and 1446:

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230 (O) **AUDIO and VIDEO RECORDING:** Seller acknowledges that the unauthorized recording or transmitting of audio or  
231 video may result in the violation of state and/or federal wiretapping laws. Seller agrees to indemnify and hold Agent,  
232 Listing Firm/Selling Firm and REIN harmless from and against any and all damage, liability or expense of any kind or  
233 nature whatsoever arising from any recording or transmitting in the Property caused by Seller. In addition, Seller

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acknowledges that showing the Property to prospective purchasers, including showing the property at events open to the public (an "Open House"), may present increased risk of property damage or theft both during the showing or Open House and afterwards and that prospective purchasers may engage in photography and/or videography of the Property. Consequently, Seller is advised to remove any items of a personal nature from the Property in preparation for sale. Seller agrees to hold Agent, Listing Firm/Selling Firm and REIN harmless, nor shall they be liable whatsoever, for any property damage or theft occurring as a result of any showing or Open House or any photography or videography of the Property.

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9. **MISCELLANEOUS:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. This Agreement, and the forms submitted in connection with this Agreement, constitutes the entire agreement between the parties and no evidence of any prior or other agreements may vary its terms. Any modifications to this Agreement must be made in writing. The terms and provisions of this Agreement shall survive the execution of any purchase agreement for the sale, exchange or other transfer of the Property, except as otherwise agreed to in such purchase agreement. This Agreement shall be binding upon the undersigned, their heirs, executors, administrators and assigns. Except as provided in paragraph 12 with respect to digital signatures, this Agreement and any documents executed as exhibits, addenda, modifications or amendments may be executed by facsimile or other forms of electronic signature counterparts and each facsimile or other forms of electronic signature counterpart shall be binding as if signed originals.

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10. **BROKERAGE AGREEMENT:** The Brokerage Agreement is attached to and shall become part of this Agreement.

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11. **OTHER PROVISIONS:**

**Seller to maintain lawn and keep utilities activated during listing agreement.**

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12. **EXPRESS AGREEMENT TO CONDUCT TRANSACTION USING DIGITAL SIGNATURES:** IN ACCORDANCE WITH THE UNIFORM ELECTRONIC TRANSACTIONS ACT (§ 59.1-479 ET SEQ. OF THE CODE OF VIRGINIA), SELLER CHOOSES TO ACCEPT DIGITAL SIGNATURES AS ORIGINALS DURING THE COURSE OF THIS TRANSACTION AND UNDERSTANDS THAT AGREEING TO ACCEPT DIGITAL SIGNATURES FROM THE OTHER PARTY DOES NOT COMMIT SELLER TO USING DIGITAL SIGNATURES EXCLUSIVELY. SELLER ACKNOWLEDGES AGREEMENT TO ACCEPT DIGITAL SIGNATURES UNLESS OTHERWISE AGREED TO IN WRITING.

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13. **NOTICES:** Notices given pursuant to this Agreement shall be in writing and shall be given by any one (1) of the following: (a) hand delivery; (b) United States mail, postage prepaid, provided that 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 that 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. Addresses for such notices follow the signatures of the parties below.

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THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, SOURCE OF FUNDS, SEXUAL ORIENTATION, GENDER IDENTITY, STATUS AS A VETERAN, ELDERLINESS, NATIONAL ORIGIN, OR ANY PROTECTED CLASS UNDER FEDERAL, STATE OR LOCAL LAW OF BUYER.

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SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

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By: **KW Coastal Virginia Chesapeake**  
(Listing Firm)

By: \_\_\_\_\_  
(Seller) (Date)

281  
282

By: \_\_\_\_\_  
(Listing Agent) (Date)

By: \_\_\_\_\_  
(Seller) (Date)

283  
284

**Mechelle Richards**  
Supervising Broker

\_\_\_\_\_  
Seller Address

285  
286

**1100 Volvo Pkwy. #200 Chesapeake VA 23320**  
Supervising Broker Address

\_\_\_\_\_  
Seller Telephone

287  
288

**757-361-0106**  
Supervising Broker Telephone

\_\_\_\_\_  
Seller Fax#

289  
290

**757-410-5864**  
Supervising Broker Fax #

\_\_\_\_\_  
Seller email address

291  
292

**mrichards312@gmail.com**  
Supervising Broker email address



# REAL ESTATE INFORMATION NETWORK INC. RESIDENTIAL PROPERTY (PT1/DE OR PT2/AT) - Data Input



PROPERTY ADDRESS \_\_\_\_\_ MLS # \_\_\_\_\_

AGENT NAME \_\_\_\_\_ # \_\_\_\_\_ INPUT DATE \_\_\_\_\_

\* Denotes a REQUIRED field.  
! Denotes field that will auto fill upon Input and can not be overridden

## AGENT

(6)  (20)  (12)  
 \*List Agent REIN ID # | List Office I.D. | List Agent Other Ph. # & Description | Fax # Office or Agent Number

(6)  (6)  (6)  
 2nd List Agent REIN ID # | 2nd List Agent Name | 2nd List Agent Phone #

(80)  
Listing Display Email Address (Leave blank if you want to use your REIN primary email)

(6)  Y  N  
 \*Selling Broker Fee | \*Spec. Comm.

\*Lock Box Type  
 CBAR Lockbox  
 HUD Key  
 None  
 Other Approved Lockbox  
 REIN Lockbox  
 VA Key  
 VPAR Lockbox  
 Williamsburg

Y  N  
Vacant

(100)  
\*Showing Instructions

Agent Remarks (Up to 500 characters)

## LOCATION

(6)  (2)  (21)  (2)  (4)  
 \*Street Number | Dir Prefix | \*Street Name | \*Street Type | Dir Suffix | Unit Number

(2)  (3)  (20)  (20)  (20)  (4)  
 \*State | \*Area | \*County/City | \*City | \*Zip Code | Zip Code +4

(20)  (20)  (3)  (20)  
 \*Property Identification Number | \*Subdivision Name go to www.REINMLS.com for list | I Division | Neighborhood Name

(40)  
\*Legal Description

\*Senior High School | \*Middle School | \*Elementary School

(18)  
Other Public Schools

\*Crash      \*Noise  
 APZ 1       -65  
 APZ 2       65-70  
 Clear       70-75  
 None       75+  
                   N/A

**PROPERTY INFORMATION**

**\*Property Sub Type**

- Attached
- Detached

[ ] (10)  
\*List Price

[ ]  
\*List Date (MM/DD/YY)

[ ]  
\*Expire Date (MM/DD/YY)

**\*List Type**

- Auction
- Bank
- Building Package
- Building Soon
- FSBO Sale
- HUD Sale
- Independent Contractor EA
- Independent Contractor ER
- Limited Service EA
- Limited Service ER
- Standard Agency EA
- Standard Agency ER
- VA Sale

**\*Ownership**

- Business Only
- Co-Op
- Condo
- Leasehold
- Simple
- Timeshare

[ ] (8)  
Zoning

[ ] (6)  
\*Appx. Sq. Ft. of Liv. Area

[ ] (2)  
\*#Bedrooms

[ ] (2)  
\*#Full Baths

[ ] (2)  
\*#Half Baths

[ ] (3)  
\*#Stories

[ ] (2)  
\*#Fireplaces

[ ] (6)  
Garage Sqft

[ ] (4)  
\*Appx. Year Built

[ ] [ ] [ ] [ ]  
\*New Const.

[ ] [ ] [ ] [ ]  
\*Master Model

[ ]  
Model Name

[ ] [ ] [ ] [ ]  
\*First Floor Bedroom and First Floor Full Bath

[ ]  
#Bedrooms w/en suite

[ ] (35)  
\*Owner's Name

[ ] (35)  
Owner's Name 2

[ ] (12)  
Owner's Phone

[ ] (4)  
Appx. Lot Frontage

[ ] (4)  
Appx. Lot Depth

[ ] (7)  
Appx. # Acres

[ ] (20)  
Appx. Lot Dimensions

[ ]  
\*Assoc. Legal Name

[ ]  
\*Assoc. Mgmt. Co.

**\*Type Sewer**

- Call
- City/County
- None
- Other
- Septic
- Septic on Waiver

**\*Type Water**

- Call
- City/County
- None
- Other
- Private
- Well

**\*Water Heater**

- Electric
- Gas
- None
- Oil
- Other
- Solar

[ ] (2)  
Condo Level

**\*DISCLOSURES**

- 55+ Community (ACTIV)
- Additional Attachment(s) (ADD)
- Assisted Living (ASLIV)
- Bank Repossessed (REO)
- Board Approval (BDAP)
- Call LA for other Disclosure / Restrictions (CALL)
- Contract Owner (CON)
- Court Approval (COURT)
- Deed Restrictions (DEDRS)
- Defective Drywall (DRY)
- DPOR Disclosure Statement (DPOR)

- Environmental Restrictions (ENVRs)
- ESIGN-NO (NOESN)
- Estate (EST)
- Excluded Party Call LA (EXCL)
- Exempt Disclosure/Disclaimer (EXMPT)
- FIRPTA (FIRPTA)
- Government Owned (GOVT)
- Historical District (HIST)
- Meth Lab Disc Req (METH)
- None (NONE)
- Occupancy Permit (OP)

- Owner Agent (O/A)
- Pending Building or Zoning Violations (ZONE)
- Pet on Premises (PET)
- Property Owners Assoc (POA)
- Related to Seller (REL)
- Relocation (RELO)
- Resale Certif Req (RSLC)
- 62+ Community (SEN)
- Short/Comp Sale (COMP)
- Special Tax Rate (TAX)
- Special Warranty Deed (SPDED)

# FEATURES

## OTHER ROOMS

As applicable

- 1st Floor BR
- 1st Floor PBR
- Assigned Storage
- Attic
- Balcony
- Breakfast Area
- Converted Garage
- Fin Rm Over Garage
- Foyer
- Garage Apartment
- In-Law Suite
- Library
- Loft
- PBR with Bath
- None
- Office/Study
- Pantry
- Porch
- Porch (Screened)
- Rec Room
- Spare Room
- Sun Room
- UnfinRm OverGarage
- Utility Closet
- Utility Room
- Workshop

## \*POOL

Up to 2

- No Pool
- Pool-Above Ground
- Pool-In Ground
- Solar Pool Equipment

## \*PARKING

Up to 4

- Garage Alt 1 Car
- Garage Alt 2 Car
- Garage Alt 3+ Car
- Garage Det 1 Car
- Garage Det 2 Car
- Garage Det 3+ Car
- Oversized Gar
- Parking Garage
- Unit Garage
- 1 Space
- 2 Space
- 3 Space
- 4 Space
- Assigned/Reserved
- Converted
- Carport
- Covered
- Lot
- Close to Mass Transit
- Multi Car
- None
- Off Street
- Driveway Spc
- Street

## INT FEATURES

As applicable

- Bar
- Cathedral Ceiling
- Cedar Closet
- Fireplace (decorative/ non-functioning)
- Fireplace (electric)
- Fireplace (gas-natural)
- Fireplace (gas-propane)
- Fireplace (wood)
- Handicap
- Primary BR FP
- Primary Sink-Double
- Perm Attic Stairs
- Pull Down Attic Stairs
- Scuttle Access
- Skylights
- Walk-In Attic
- Walk-In Closet
- Window Treatments
- Wood Stove

## \*FENCE Up to 3

- Backyard Fenced
- Chain Link
- Cross Fenced
- Decorative
- Dog Run
- Electric
- Front Yard Fenced
- Full
- None
- Other
- Partial
- Picket
- Privacy
- Rail
- Split Rail
- Wall
- Wire
- Wood Fence

## \*HEATING

Up to 4

- Baseboard
- Coal
- Electric
- Floor Furnace
- Forced Hot Air
- Geo-Thermal
- Heat Pump
- Heat Pump W/A
- Hot Water
- Natural Gas
- None
- Oil
- Other
- Programmable Thermostat
- Propane Gas
- Radiant
- Radiant Heated Floors
- Radiator
- Solar
- Space
- Variable Speed
- Wall Furnace
- Wood
- Zoned

## \*APPLIANCES

As applicable

- 220 Volt Electric
- Dishwasher
- Disposal
- Dryer
- Dryer Hookup
- Energy Star Appliance(s)
- Microwave
- None
- Range
- Range-Gas
- Range-Elec
- Refrigerator
- Trash Compactor
- Washer
- Washer Hookup

## \*WATERFRONT

Up to 6

- Bay
- Boathouse
- Boat Lift
- Bulkhead
- Canal
- Creek
- Deep Water
- Deep Water Access
- Dock
- Lake
- Marsh
- Navigable
- Not Waterfront
- Ocean
- Pond
- Riparian Rights
- River
- Stream
- Tidal
- WF Restrictions

## \*COOLING

Up to 3

- 16+ SEER AC
- Central Air
- Geo-Thermal
- Heat Pump
- Heat Pump W/A
- None
- Other
- Variable Speed
- Whole House Fan
- Window/Wall
- Zoned

## EXT FEATURES

As applicable

- Barn
- Corner
- Cul-de-sac
- Deck
- Gazebo
- Golf Course Lot
- Greenhouse
- Guest/Carriage House
- Horses Allowed
- Inground Sprinkler
- Irrigation Control
- Patio
- Poolhouse
- Pump
- Rain Water Harvesting
- Stable
- Storage Shed
- Tagged Items
- Tennis Court
- Well
- Wind Power
- Wooded

## VIEW DESCRIPTION

Up to 2

- Bay
- Beach
- City
- Golf
- Harbor
- Marsh
- Ocean
- River
- Water
- Wooded

## ENERGY EFFICIENCY

As applicable

- Insulation-Concrete Formed
- Insulation- Cellulose
- Insulation- Spray Foam
- Other / See Remarks
- Radiant Barrier
- Smart Electric Meter
- Solar Electric System
- Solar Hot Water
- Storm Doors
- Water Heater- Tankless

## CONDO/POA AMENITIES

As applicable

- Boat Slip
- Cable
- Coin Operated
- Clubhouse
- Dock
- Elevator
- Exercise Room
- Gated Community
- Golf
- Ground Maint
- Other
- Playgrounds
- Pool
- Private Beach
- RV Storage
- Security
- Sewer
- Tennis Courts
- Trash Pickup
- Water

## EQUIPMENT

As applicable

- Attic Fan
- Backup Generator
- Cable Hookup
- Ceiling Fan
- Central Vacuum
- Energy Recovery Ventilator
- Enhanced Air Filtration
- Garage Door Opener
- Generator Hookup
- Greywater Recovery System
- Hot Tub
- Intercom
- Jetted Tub
- Mechanical Fresh Air
- None
- Security System
- Satellite Dish
- Sump Pump
- Tagged Fixtures to be Removed
- Water Softener

## \*EXTERIOR

Up to 2

- Aluminum
- Asbestos
- Brick
- Clapboard
- EIFS
- Fiber-Cement
- Log
- Masonry
- Other
- Shingle
- Stone
- Stucco
- Vinyl
- Wood

**FEATURES CONT.**

**\*ROOF**

Up to 2

- Asphalt Shingle
- Composite
- Concrete
- Green
- Metal
- Other
- Poly Skin
- Reflective
- Slate
- Tar and Gravel
- Tile
- Vinyl
- Wood Shingle

**\*FLOORING**

Up to 5

- Bamboo
- Carpet
- Ceramic
- Concrete
- Cork
- Laminate
- Marble
- Other
- Parquet
- Slate
- Terrazzo
- Vinyl
- Wood

**\*STYLE**

Up to 3

- 2 Unit Condo
- Apartment
- Bungalow
- Cape Cod
- Cluster
- Colonial
- Contemporary
- Cottage
- Farmhouse
- High Rise (8+)
- Mid Rise (4-7)
- Lo Rise (1-3)
- Log Home
- Manufactured
- Mobile Home
- Modular
- Other
- Quadraville
- Ranch
- Spanish
- Split-Level
- Townhouse
- Traditional
- Transitional
- Tri-Level
- Twinhome
- Victorian

**UNIT DESCRIPTION**

Up to 3

- 1 Living Level
- 2 Living Levels
- 3 Living Levels
- Campsite
- Corner Unit
- Detached Single Family
- End Unit
- Loft
- Penthouse
- Studio

**MISCELLANEOUS**

As applicable

- Fixer upper
- Fuel in Tank at Closing
- Conveys
- Pet Restrictions
- Rehabilitated
- Warranty Plan

**SUSTAINABLE**

As applicable

- Advanced Framing
- Concrete Construction
- Engineered Wood Products
- Recirculation Hot Water

**\*FOUNDATION**

Up to 2

- Basement
- Crawl
- Other
- Pile
- Sealed/Encapsulated Crawl Space
- Slab

**GREEN CERTIFICATIONS**

As applicable

- Builders Challenge (DOE)
- Earth Craft
- Energy Audit
- Energy Star Home
- Environments for Living
- Healthy Home (Lung Assoc)
- Home Energy Rating (HER)
- LEED for Home
- National Green Bldg Cert.
- Other Certification

**ACCESSIBILITY**

As applicable

- Adaptable Cabinets
- Casement/Crank Windows
- Curbless Shower
- Elevator
- Front-mounted Range Controls
- Grab Bars
- Hallways 42In Plus
- Handicap Access
- Handheld Showerhead
- Level Flooring
- Levered Doors
- Lift
- Low Pile Carpet
- Lower Counters
- Lower Light Switches
- Main Floor Laundry
- Offset Shower Controls
- Pocket Doors
- Ramp
- Sliding / Rotating Cabinets
- Stepless Entrance

**ROOMS / UNITS**

<input type="text"/> (2) *#Rooms	<input type="text"/> (7) Appx. Living Rm. Dimen.	<input type="text"/> (1) Level	<input type="text"/> (7) Appx. Great Rm. Dimen.	<input type="text"/> (1) Level	<input type="text"/> (7) Appx. Dining Rm. Dimen.	<input type="text"/> (1) Level
<input type="text"/> (1) Util. Level	<input type="text"/> (7) Appx. Kitchen Dimen.	<input type="text"/> (1) Level	<input type="text"/> (7) Appx. Family Rm. Dimen.	<input type="text"/> (1) Level	<input type="text"/> (7) Appx. Primary Bdm Dimen.	<input type="text"/> (1) Level
	<input type="text"/> Appx. Bedroom Dimen.	<input type="text"/> (1) Level	<input type="text"/> Appx. Full Bath Dimen.	<input type="text"/> (1) Level		

**MARKETING**

Public Remarks (Up to 1000 characters)

Directions

\*Photo Code

- Exterior Plus Extra Photos (Photographer Fees Apply)
- Take Exterior Photo Only (REIN Fee Applies)
- Land, Commercial Listing - No Photo Required
- Listing Agent/Office Uploads Own Photo(s)

Web Exclude

Up to 3

- Exclude Address
- Exclude AVM
- Exclude Blogging
- Exclude Listing

Virtual Tour Branded

Virtual Tour Non Branded

Virtual Tour 3D Non Branded

Aerial Drone Video Non Branded

**FINANCIAL**

**\*SELLER FINANCE OPTIONS**

Up to 4

- Assumption
- Buy Option
- Lease/Purchase
- Neg Seller Contribution
- Non-Qualifying
- None
- Owner Financing
- Owner Second
- Trade
- VHDA

**\*REQUIRED FOR CONDO**

Up to 2

- All
- Fannie Mae
- FHA
- Freddie Mac
- None
- Other
- VA

(6)  
Seller Contributions

(8)  
Appx. Mortgage Balance

(5)  
Appx. Mortgage Pmt.

(2)  
Payment Incl. (T=Tax,I=Ins)

(6)  
Interest Rate

(6)  
Loan Type

(2)  
Years Remaining

(8)  
Minimum Cash on Assumpt.

(5)  
\*Appx. Taxes

Y  N  
\*HOA/POA

(4)  
\*Mo. HOA/POA Fees

(4)  
\*Mo. Condo Fees

Y  N  
Release of Lib.

Y  N  
Sub. of Elig.

(30)  
\*Possession

**AUCTION**

*All Fields Required for Auction Type Listings*

(35)  
Auction Website

Auction Date (MM/DD/YY)

Auction Bid Type  
 Live  
 Online

Y  N  
Auction Early Offers

Auction Type  
 Absolute Bid  
 Disclosure Reserve Bid  
 Reserve Bid  
 Seller Confirmation

Auction List Price Value  
 Assessed Value  
 Minimum Opening Bid  
 Other  
 Value Range

Action Req. to Rep Bidder  
 Attend-Onsite  
 Call Auctioneer  
 Complete Broker Reg Form  
 Deposit  
 Other-See Remarks  
 Register Online  
 Review bid package

(10)  
Auction Buyer Premium

Auction Explanation Type

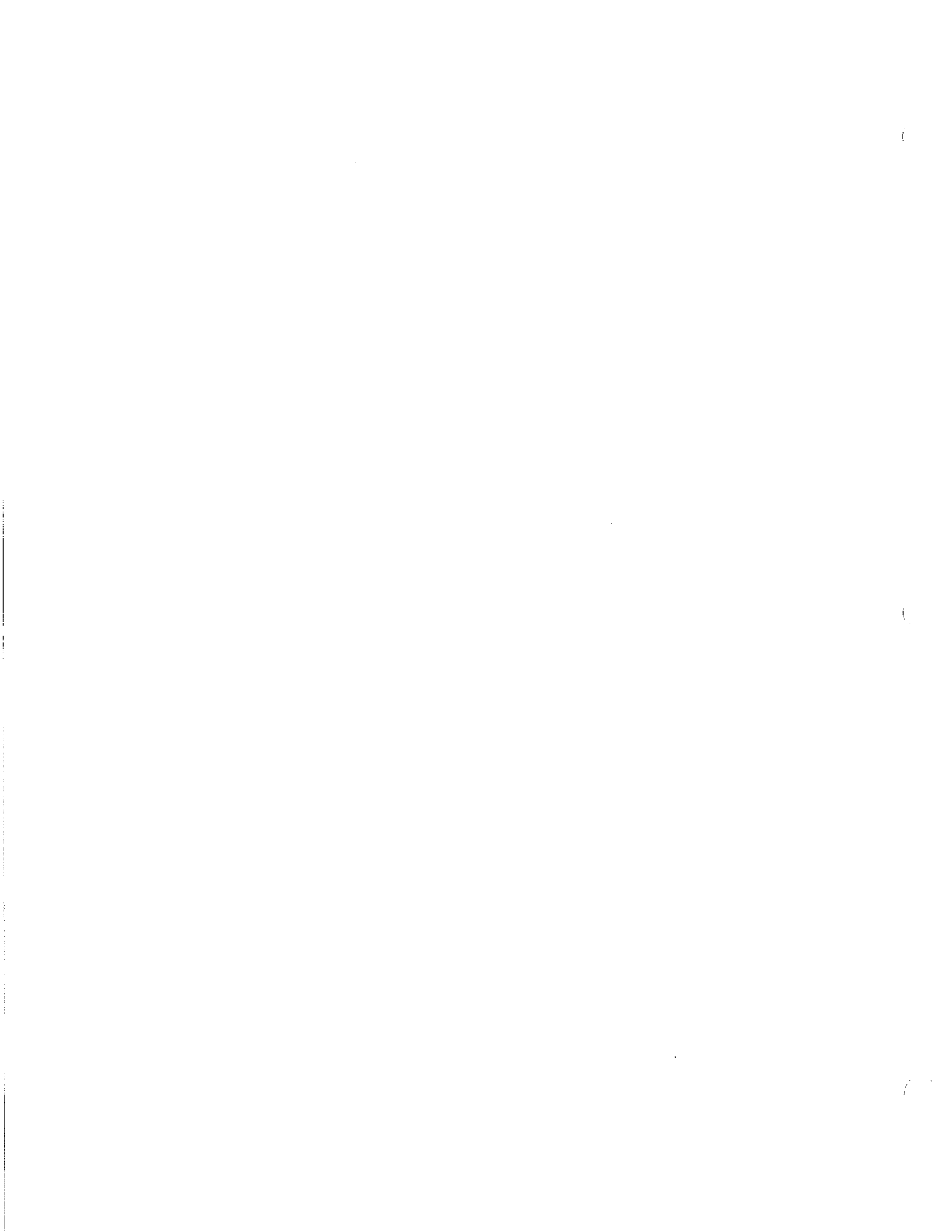
Firm     KW Coastal Virginia Chesapeake    

Signature of Seller \_\_\_\_\_

By Agent \_\_\_\_\_

Signature of Seller \_\_\_\_\_

**Distribution: Copies to all concerned parties as deemed appropriate.**



**STANDARD AGENT EXCLUSIVE RIGHT TO SELL BROKERAGE AGREEMENT  
TO STANDARD LISTING AGREEMENT**

THIS STANDARD AGENT EXCLUSIVE RIGHT TO SELL BROKERAGE AGREEMENT ("BROKERAGE AGREEMENT") FORMS AN INTEGRAL PART OF THE STANDARD LISTING AGREEMENT (collectively "Agreement") between: \_\_\_\_\_ ("Seller") and \_\_\_\_\_ **KW Coastal Virginia Chesapeake** ("Listing Firm") for the sale of \_\_\_\_\_ ("Property").

**1. BROKERAGE:**

**A. RELATIONSHIP:** Listing Firm shall act as Seller's "Standard Agent." A Standard Agent is a licensee who acts for or represents a Seller as a client in an agency relationship and performs the obligations described below and any additional obligations agreed to in the Agreement. The obligations described below are set forth in § 54.1-2131 of the Code of Virginia of 1950, as amended.

1. Perform in accordance with the terms of the Agreement.
2. Promote the interests of Seller by:
  - a. Conducting marketing activities on behalf of Seller in accordance with the Agreement. In so doing, the Listing Firm shall seek a sale at the price and terms agreed upon in the Agreement or at a price and terms acceptable to Seller; however, the Listing Firm shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract of sale, unless agreed to as part of the Agreement or as the contract of sale so provides;
  - b. Assisting in the drafting and negotiating of offers and counteroffers, amendments and addenda to the real estate contract pursuant to § 54.1-2101.1 and in establishing strategies for accomplishing the Seller's objectives;
  - c. Receiving and presenting in a timely manner written offers or counteroffers to and from Seller and prospective Buyers, even when the Property is already subject to a contract of sale; and
  - d. Providing reasonable assistance to Seller to satisfy Seller's contract obligations and to facilitate settlement of the purchase contract.
3. Maintain confidentiality of all personal and financial information received from Seller during the brokerage relationship and any other information that Seller requests during the brokerage relationship be maintained confidential, unless otherwise provided by law or Seller consents in writing to the release of such information;
4. Exercise ordinary care;
5. Account in a timely manner for all money and property received by the Listing Firm in which Seller has or may have an interest;
6. Disclose to Seller material facts related to the Property or concerning the transaction of which the Listing Firm has actual knowledge; and
7. Comply with all requirements of this article, all fair housing statutes and regulations for residential real estate transactions as applicable, and all other applicable statutes and regulations which are not in conflict with this article.
8. Listing Firm shall treat all prospective buyers honestly and shall not knowingly give them false information.
9. Listing Firm shall disclose to prospective buyers all material adverse facts pertaining to the physical condition of the Property which are actually known by Listing Firm. As used in this section, the term "physical condition of the Property" shall refer to the physical condition of the land and any improvements thereon, and shall not refer to: (i) matters outside the boundaries of the land or relating to adjacent or other properties in proximity thereto, (ii) matters relating to governmental land use regulations, or (iii) matters relating to highways or public streets. If Listing Firm has actual knowledge of the existence of defective drywall in the Property, the Listing Firm shall disclose the same to the prospective buyer. For purposes of this section, "defective drywall" means all defective drywall as defined in § 36-156.1. Such disclosure shall be made in writing. No cause of action shall arise against the Listing Firm for revealing information as required by applicable law. The provisions of the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq.) also apply.

**B. DUAL AGENCY DISCLOSURE:** Seller acknowledges that Listing Firm, in the course of its business, may represent prospective buyers, some of whom may wish to see or consider the Property. Seller consents to Listing Firm's showing the Property to Listing Firm's buyer clients who may be interested in the Property. If Listing Firm shows the Property to a buyer client who wishes to make an offer on the Property, then a dual agency or dual representation by Listing Firm will exist. In the event a dual representation arises, Listing Firm may continue to represent Seller and the prospective buyer in one of two specified ways: (i) the broker and all salesperson(s) may continue to represent both Seller and a prospective buyer, but they will not share any confidential information unless required to do so by law; or (ii) the broker of Listing Firm may employ the use of **designated agents or designated representatives**. With the use of designated agents or designated representatives, the broker of Listing Firm is still a dual agent, but separate licensees are designated to represent Seller and a buyer, and these licensees represent their respective clients as if the licensees worked for separate companies. Each designated agent or designated representative gives such licensee's best advice to such licensee's client and keeps the confidences of

such representative's client. Real estate licensees are required by law to disclose to both a buyer and the Seller whenever a dual representation relationship arises and in the event a dual representation occurs, all parties must enter into a separate disclosures of dual representation or designated agents form.

2. **BROKERAGE FEE:** The commission rate and/or fees for the sale, lease or management of real estate is negotiable between each Real Estate Information Network, Inc. ("REIN") broker member and its client; REIN is not involved, in any way, in the negotiation of such brokerage fees. If the Property is sold, exchanged, optioned or otherwise transferred at any time during the Listing Period, including any extended term, Seller shall pay to Listing Firm a **total** brokerage fee ("Brokerage Fee") of 6% of the final sales price in cash at settlement whether or not Listing Firm assisted in such sale, exchange, option or other transfer. Seller acknowledges that a portion of the Brokerage Fee, 3% of the final sales price, will be paid to the Selling Firm indicated in the Purchase Agreement. Seller authorizes and directs the settlement agent to collect and disburse the Brokerage Fee at settlement. The Brokerage Fee shall also be paid by Seller to Listing Firm in the event Seller contracts to sell, exchanges, options or otherwise transfers the Property within ninety (90) days after the expiration or termination of the Listing Period to a person(s) to whom the Property has been shown or negotiated with as a prospective buyer by Listing Firm or other REIN participant. In the event an exclusive listing agreement is entered into by Seller, with another licensed real estate firm, upon expiration or termination of the Agreement, then the previous sentence shall be null and void.

KW Coastal Virginia Chesapeake  
(Listing Firm)

By: \_\_\_\_\_  
(Seller) (Date)

By: \_\_\_\_\_  
(Listing Agent) (Date)

By: \_\_\_\_\_  
(Seller) (Date)





## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT ACKNOWLEDGEMENT BY SELLER AND PURCHASER

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:  
[http://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](http://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

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**REAL ESTATE TRANSFER DISCLOSURE FOR PROPERTIES LOCATED IN A LOCALITY  
IN WHICH A MILITARY AIR INSTALLATION IS LOCATED**

1. As of the date of this Disclosure, the undersigned property owner(s) represent that the real property described below is located in a Noise Zone and/or Accident Potential Zone (APZ), as shown or referenced on the Official Zoning Map designated by the locality in which the property is located.

\_\_\_\_\_ No (Please sign below)                      \_\_\_\_\_ Yes (Please complete the information below)

2. The following are representations made by the property owner(s), as required by Section 55.1-704 of the Code of Virginia:

A. As of the date of this Disclosure the real property located at (Street Address, Locality and Zip Code)

\_\_\_\_\_,  
Virginia is located within the following Noise Zone and/or Accident Potential Zone (APZ), as shown or referenced on the Official Zoning Map of (Name of Locality)\_\_\_\_\_:

Noise Zone – (Initial One)

\_\_\_\_\_/\_\_\_\_\_ <65 dB DNL    \_\_\_\_/\_\_\_\_\_ 65-70 dB DNL    \_\_\_\_/\_\_\_\_\_ 70-75 dB DNL    \_\_\_\_/\_\_\_\_\_ >75 dB DNL

Accident Potential Zone (APZ) – (Initial One)

\_\_\_\_\_/\_\_\_\_\_ None (outside APZs)    \_\_\_\_/\_\_\_\_\_ APZ-2    \_\_\_\_/\_\_\_\_\_ APZ-1    \_\_\_\_/\_\_\_\_\_ Clear Zone

B. The abbreviation “DNL” refers to a day-night average sound level. The frequency of actual single noise events may vary over time depending on the operational needs of the military. **Single noise events may result in significantly higher noise levels than the average level(s) in any of the Noise Zones listed above.**

C. Noise Zones and Accident Potential Zones are subject to change. For this reason, it should not be assumed that the property will remain in the same Noise Zone and/or Accident Potential Zone.

Additional information may be obtained from the locality.

In the event the owner fails to provide the disclosure required by § 55.1-704, or the owner misrepresents, willfully or otherwise, the information required in such disclosure, except as result of information provided by an officer or employee of the locality in which the property is located, the purchaser may maintain an action to recover his actual damages suffered as the result of such violation. Notwithstanding the provisions of this disclosure, no purchaser of residential real property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for damages pursuant to this section.

The owner(s) state that they reasonably believe the information contained herein is true and accurate and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND/OR LEAD-BASED PAINT HAZARDS**



This disclosure is made with respect to the property ("Property") located at the following address:

\_\_\_\_\_ and must be attached to any Standard Purchase Agreement made with respect to the Property.

**1. 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 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 intelligent 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. REQUIREMENTS OF 42 U.S.C. §4852(D)**

42 U.S.C. §4852(d) provides that Seller shall: (a) provide Buyer with a lead hazard information pamphlet; (b) disclose to Buyer the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to Buyer any lead hazard evaluation report available to Seller; and (c) permit Buyer a ten (10) day period (unless the parties mutually agree to a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

**3. SELLER'S DISCLOSURE (Complete A and B)**

(A) Presence of lead-based paint and/or lead-based paint hazards [INITIAL and complete (i) or (ii) below, as applicable]:

(i) \_\_\_\_\_ / \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_

**OR**

(ii) \_\_\_\_\_ / \_\_\_\_\_ 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 [INITIAL and complete (i) or (ii) below, as applicable]:

(i) \_\_\_\_\_ / \_\_\_\_\_ Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_

**OR**

(ii) \_\_\_\_\_ / \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**BUYER SHALL NOT SIGN THIS DISCLOSURE AND INITIAL THE APPLICABLE PROVISIONS OF PARAGRAPHS 4 AND 5 UNLESS AND UNTIL SELLER HAS EXECUTED THIS DISCLOSURE AND BUYER HAS RECEIVED THE INFORMATION DESCRIBED IN PARAGRAPH 3 ABOVE, IF APPLICABLE.**

**4. BUYER'S ACKNOWLEDGMENT (INITIAL A, if applicable, and B)**

(A) \_\_\_\_\_ / \_\_\_\_\_ Buyer has received copies of all information listed in Paragraph 3 above.

(B) \_\_\_\_\_ / \_\_\_\_\_ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**5. INITIAL A or B below.**

(A) \_\_\_\_\_ / \_\_\_\_\_ Buyer has received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;

**OR**

(B) \_\_\_\_\_ / \_\_\_\_\_ Buyer has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**6. AGENTS' ACKNOWLEDGMENT**

Each Agent confirms their compliance with the requirements of 42 U.S.C. §4852(d).

**CERTIFICATION OF ACCURACY**

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

**KW Coastal Virginia Chesapeake**

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Listing Firm

Seller Signature

Date

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Agent

Date

Seller Signature

Date

--	--	--

Selling Firm

Buyer Signature

Date

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Agent

Date

Buyer Signature

Date

**REAL ESTATE INFORMATION NETWORK INC.  
CONSUMER DISCLOSURE INFORMATION FORM**



THE FOLLOWING DISCLOSURE INFORMATION IS PROVIDED TO BOTH PROSPECTIVE BUYER AND SELLER. ANY OF THE FOLLOWING DISCLOSURES MAY IMPACT THE BUYER'S USE AND/OR ENJOYMENT OF A PROPERTY. THE SELLER, REAL ESTATE INFORMATION NETWORK INC. ("REIN"), THE LISTING FIRM, THE SELLING FIRM, OR ANY OF THEIR EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR BUYER'S FAILURE TO INVESTIGATE ANY OF THESE DISCLOSURES PRIOR TO ENTERING INTO A PURCHASE AGREEMENT.

**CONSUMER RESPONSIBILITY AND LIMITATIONS OF EXPERTISE:** Each party to a real estate transaction is advised to read carefully 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. If legal or tax advice is desired, each party is advised to consult an attorney or a financial professional.

There may be other relevant information concerning the transaction which may be obtained from other sources or appropriate governmental agencies or authorities. If you have questions after reading the Consumer Disclosure Information, you should seek further information from governmental agencies and authorities, consumer, legal counsel or other professionals.

Properties available through REIN are offered without respect to race, color, religion, sex, handicap, familial status, source of funds, sexual orientation, gender identity, status as a veteran, elderliness, national origin or any protected class under federal, state or local law. Contact the Virginia Fair Housing Office for more information.

The following disclosure information is provided to both prospective buyer and seller.

1. **AGENCY INTEREST DISCLOSURE:** If a Listing Agent or Selling Agent, any member of such agent's family, or such agent's firm, any member of such firm, or any entities in which such agent has an ownership interest is acquiring or attempting to acquire, or is selling the Property and the agent is a party to the transaction, the agent must disclose that information to the Owner/Seller and to any Buyer. Also, if any Seller or Buyer is a licensed real estate agent this must be disclosed to the other party to the transaction.
2. **AUDIO AND VIDEO RECORDING:** A Seller should be advised that the unauthorized recording or transmitting of audio or video may result in the violation of state and/or federal wiretapping laws. A Buyer should be prudent in discussing a property being shown if surveillance equipment is present, including discussing pricing and other private matters. A Seller is advised that showing the Seller's property to prospective purchasers, including showing the property at events open to the public (an "Open House"), may present increased risk of property damage or theft both during the showing or Open House and afterwards and that prospective Buyers may engage in photography and/or videography of the property. A Seller is advised to remove any items of a personal nature from the property in preparation for sale.
3. **COMMUNITY ASSOCIATIONS:**
  - A. **CONDOMINIUM RESALE / CO-OP DISCLOSURE:** (i) Some properties are established as condominium units, subject to the Virginia Condominium Act (the "Condo Act"). The Condo Act requires a seller to furnish the unit owners' association bylaws, as amended, and certain financial and other disclosures to the buyer. (ii) The Virginia Real Estate Cooperative Act (the "Co-op Act") requires that a seller of the cooperative interest subject to the provisions of the Co-op Act provide to the buyer certain information more particularly described in the Co-op Act. If a property is located within either a condominium or a cooperative, the condominium association or cooperative board, as the case may be, is required to provide to buyer the required disclosure packet in accordance with the Condo Act or the Co-op Act, as the case may be, or advise that such disclosure package will not be available. The Condo Act and the Co-op Act each provide that the Seller may be required to pay a fee to obtain the required disclosure package.
  - B. **PROPERTY OWNERS' ASSOCIATIONS (POA):** Some properties are subject to a property owners' association or a homeowners' association some of which have mandatory fees, and are subject to the Virginia Property Owners' Association Act (the "Association Act"). If a property is located within such a development, the Association Act requires the development's property owners' association to provide seller with the required association disclosure packet in accordance with the Association Act which is to be provided to buyer. The Association Act provides that a seller may be required to pay a fee to obtain the required disclosure package.
4. **DISPUTE RESOLUTION:** The Purchase Agreement contains a provision which requires all parties to mediate any and all disputes arising out of or in any way connected with the Purchase Agreement which cannot be resolved among the parties. Mediation is designed as an alternative means of resolving disputes to litigation. The mediation process required pursuant to the terms of the Purchase Agreement offers seller, buyer, brokers and other parties in the real estate transaction an efficient, affordable method of resolving disputes without reverting to traditional litigation. If the

parties cannot agree through the mediation process, traditional litigation may be pursued after the mediation process has been exhausted. The mediation process involves an impartial mediator(s) working with the parties at issue and is a non-adversarial process that focuses on the mutual goals of the disputing parties and actively involves them in the process of resolving their differences.

**5. ENVIRONMENTAL DISCLOSURE:** The use and development opportunities may be limited and health risks may be associated with certain properties if those properties, in their past or present condition, are or were covered by the Chesapeake Bay Preservation Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Virginia Water Control Act, or any other federal, state or local law, regulation or ordinance concerning health, safety or the environment, including but not limited to those laws, regulations and ordinances concerned with (1) radon gas; (2) asbestos; (3) underground storage tanks; (4) aboveground storage tanks; (5) urea formaldehyde; (6) lead-based paint; and (7) electromagnetic fields; (8) landfills / dump sites. Information is available at the Department of Environmental Quality at [www.deq.virginia.gov](http://www.deq.virginia.gov).

**A. INDOOR MOLD:** United States Environmental Protection Agency advised that certain types of indoor mold may have the potential to cause adverse health effects or symptoms. While there are no current federal or state laws or regulations establishing residential standards for molds or requiring that inspections for mold be conducted, a buyer may want to take steps to evaluate the presence of mold in a resident dwelling prior to purchase. **Mold inspections typically are separate from Wood Destroying Insect Infestation inspections.**

**B. LEAD WARNING STATEMENT:** Every buyer 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.

**C. WOOD PRESERVATIVES:** The United States Environmental Protection Agency advises that certain wood preservatives used on decks and/or other exterior wood structures may have the potential to cause adverse health effects or symptoms. A buyer may want to take steps to evaluate the presence of materials which might contain wood preservatives prior to purchase.

**6. EXTERIOR INSULATION AND FINISH SYSTEM (EIFS):** Buyer may request an inspection and moisture test of the EIFS (Exterior Insulation and Finish System or synthetic stucco), if applicable, at buyer's cost by an inspector, provided, however, in the event the property is a condominium unit, the right to inspect may be limited by rights of other unit owners or condominium association.

**7. FINANCING AND INSURANCE:**

**A. FINANCING AND INSURANCE:** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the option to select the mortgage lender of their choice, unless otherwise specified in the purchase agreement. Lender will require buyer to buy a hazard insurance policy from the insurance company of buyer's choice, subject to lender's approval prior to settlement. A buyer is advised to investigate the availability and price of hazard insurance prior to, or as part of, Buyer's considerations in making an offer to purchase property. Additional information may be obtained at <http://scc.virginia.gov/boi/cons/index.aspx>.

**B. FLOOD HAZARD AREAS & FLOOD INSURANCE:** Individuals and business owners can protect themselves from flood losses by purchasing flood insurance from most insurance companies, the premiums of which are regulated through FEMA's National Flood Insurance Program (NFIP). 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 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. Typical homeowner's insurance policies do not contain flood hazard coverage. To assess whether or not a property is located in a Special Flood Hazard Area (SFHA), the mortgage lender will order a flood certification letter. If a property is within a SFHA, an Elevation Certificate will be required as part of the survey. If a property is found to be within the boundaries of elevation zones A or V, mandatory flood insurance purchase requirements apply. Although flood insurance is not required by FEMA for properties just outside zones A or V, flood insurance may be required by some lenders or a purchaser may elect to purchase it on their own. For some buyers the additional cost of

the Elevation Certificate and monthly flood insurance premium could affect the buyer's qualification. Buyer should consider contacting the local city planning department or FEMA at 1-800-480-2520 or visit FEMA's web site [www.FEMA.gov](http://www.FEMA.gov) for a determination.

**C. HOME WARRANTY INSURANCE:** There are several home buyer warranty programs available at a variety of prices, levels of coverage and deductible amounts. These warranties may be purchased upon settlement, by either seller or buyer, and generally provide coverage of such items as appliances, heating, cooling, plumbing and electrical systems. Broker or agent may earn a processing fee for origination of such warranty plans, based upon plan selected.

**D. LENDER'S / OWNER'S TITLE INSURANCE:** Buyer is required to purchase lender's title insurance on newly financed property as a condition to obtain the loan. This policy is designed to protect the lender against applicable losses in the event the title to the property is found to be defective. Buyer will be required to purchase a lender's title insurance policy if the Buyer is obtaining a loan secured by the Property. Buyer may, at Buyer's expense, purchase an owner's title insurance policy which insures Buyer's title to the Property, subject to the terms of such policy. The coverage afforded by such title insurance would be governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title insurance coverage will be determined by its coverage and the title insurer. Buyer may purchase either "standard" or "enhanced" coverage which coverages have differing rates. Buyer will need to authorize the Buyer's lender to obtain such rates in the purchase agreement. The availability of enhanced coverage is subject to underwriting criteria of the title insurer. Buyer is not obligated to obtain owner's title insurance coverage. Buyer should consult Buyer's attorney with respect to obtaining owner's title insurance.

**8. LAND USE:**

**A. AIRCRAFT NOISE / ACCIDENT ZONES AND NOISE CONTOUR DISTRICT DISCLOSURE:** All properties are affected by aircraft noise to some degree; however, some properties are located in specific noise zones, and/or accident potential zones, as such zones may be designated by the federal government or municipalities within which the property may be located. The livability and/or enjoyment of a property may be impacted if property is located adjacent to an airport or in or near an aircraft noise zone, noise contour district and/or accident potential zone. Aircraft noise zones, noise contour districts and/or accident potential zones are subject to change from time to time. New residential construction, and modifications to nonconforming residences, may be required to conform with standards promulgated by the municipality in which the buyer intends to locate because of elevated noise levels.

**B. MUNICIPAL REGULATIONS CONCERNS:** Municipal regulations, including the zoning ordinance and subdivision ordinance also will impact Buyer's use and enjoyment of the property. Prior to execution of a purchase agreement, buyer may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land use and proposed or actual parks, roads, libraries and other facilities. Buyer may consult an attorney to determine the impact of any recorded documents or applicable municipality ordinances on the use and enjoyment of the property.

**C. OCCUPANCY PERMITS:** Several municipalities have implemented occupancy permit programs which may require compliance with the program upon sale and/or rental of property. An occupancy permit program may require the owner of real property subject to such programs to make certain repairs upon sale and/or rental of property. Each municipality will be able to advise you as to whether the property you are interested in is subject to an occupancy permit program and the conditions and requirements of the program.

**D. BUILDING PERMITS:** Certain improvements or repairs to buildings on properties require permits from the jurisdiction in which the property is located. Permits are required for some additions, modifications, and remodeling including building construction, electrical, plumbing, mechanical installations and maintenance. The purpose of a permit is to ensure compliance with the State Building Code. Virginia cities, towns and counties enforce the Uniform Statewide Building Code. A buyer should undertake such due diligence as buyer deems appropriate to ensure that permits have been secured and inspections performed.

**E. RESTRICTIVE COVENANTS:** The use and enjoyment of the property may be impacted by restrictions, declarations, easements and other documents recorded in the land records of the jurisdiction in which the property is located.

**F. TRANSPORTATION / ROADWAYS:** The Hampton Roads Transportation Authority, the Virginia Department of Transportation and other federal, state and local governmental bodies are planning new roads and/or relocating existing roads within Hampton Roads, as well as considering other forms of public transportation, such as light rail, rapid transit or increased passenger rail service. Changes to transportation right of ways may temporarily or

permanently affect the use and enjoyment of a property and in some instances, subject property to the exercise of the right of eminent domain. Please visit <http://www.virginiadot.org/projects/default.asp> for future transportation plans in Virginia.

- G. PARKING PERMITS:** Several municipalities have adopted residential parking programs which restrict on-street parking for certain neighborhoods or zones. Purchaser is advised to check with the municipality to determine if there are applicable parking restrictions.
- H. CONSERVATION:** The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that 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.
- I. COMMUNITY DEVELOPMENT:** The owner 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 that 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 of 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.
- J. ROLL BACK TAXES:** If the property being purchased has not been improved or is used for agricultural or horticultural purposes with residential purposes, a Buyer should inquire of the local taxing authority (i) if the property is taxed based on a land use category (rather than a fair market basis), (ii) the amount of roll back taxes which may become due and when such taxes are due, and (iii) whether action must be taken such that the property remains in land use. Land use categories may include agricultural, horticultural, forest and open space, If a property is taxed in a land use category, rezoning of the property or other development of the property may result in roll back taxes being assessed against such property. Such roll back taxes may be assessed subsequent to closing for multiple years and would be the responsibility of the Buyer.
- 9. LEASES / MANAGEMENT AGREEMENT:** Buyer considering the purchase of properties with existing tenants is advised to inquire about the existence and terms of any current property management agreement, leases and security deposits.
- 10. MECHANICS LIENS:** Virginia law (§ 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 the 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) ninety (90) days from the last day of the month in which the lienor last performed work or furnished materials or (ii) ninety (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.**
- 11. MEGAN'S LAW DISCLOSURE:** Buyer should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2 whether the owner proceeds under subdivision 1 or 2 of subsection A of § 55.1-703. 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 <https://sex-offender.vsp.virginia.gov/sor/>.
- 12. POWERS OF ATTORNEY:** In the event either Buyer or Seller intend to close using one or more powers of attorney, Buyer or Seller, as the case may be, should have the form(s) of the power of attorney reviewed and approved in advance preferably prior to execution by the other parties to the transaction, including Buyer's lender, Buyer's title insurance company, and Buyer's settlement agent, as there are requirements that vary depending on the lender, loan type, title insurer, and clerk's office. The original power of attorney may be required for recordation. The principal (the one giving the power) may have to confirm that he or she is alive and well at the time of the closing and that the power of attorney has not been revoked.
- 13. POLYBUTYLENE PIPES:** A buyer may want to determine whether or not polybutylene pipes exist in the property. Polybutylene plumbing has been used in residences as an alternative to copper plumbing and has been known to fail, resulting in leaks. You are advised to investigate to determine whether or not polybutylene pipes exist in the property in which you are interested. Reviewing the following website for more information is recommended: [www.polybutylene.com](http://www.polybutylene.com).



14. **PROPERTY INSPECTION:** Buyer may request an inspection(s) of the property at buyer's cost to determine the condition of the property. The cost and thoroughness of the inspections vary, and buyer is advised of their option of retaining an inspector of their choice. Buyer should take steps to make sure that the party(ies) engaged to conduct such inspections have liability insurance and workmen's compensation insurance to provide protection in case of damage or injury incurred as part of such inspections.

15. **SCHOOL REDISTRICTING:** All properties may be subject to school redistricting. A Buyer should contact the local school board to ascertain which school districts are assigned to a property in question.

16. **SEPTIC TANK / ONSITE SEWAGE SYSTEM:** Residences with septic tanks / onsite sewage systems may previously have been granted an operating permit waiver which shall become null and void at the time of transfer or sale of the Property. Replacement / repair, to include pressure dosing, may be required before an operating permit may be reinstated. Buyer is advised to contact the appropriate jurisdiction to ascertain information regarding septic tanks / onsite sewage systems on a given property and may want to have a separate physical inspection conducted. Contact the Virginia Dept. of Health at [www.vdh.virginia.gov/](http://www.vdh.virginia.gov/)

17. **SETTLEMENT SERVICE PROVIDER/SETTLEMENT FUNDS:** Section 55.1-1000 et seq of the Code of Virginia provides that the Buyer has the right to select the settlement agent to close this transaction. This right may not be varied by agreement. The settlement agent may only offer legal advice if licensed to the private practice of law in the Commonwealth of Virginia. The Buyer is entitled to receive from the settlement agent a copy of the guidelines to settlement agents published by the Virginia State Bar for settlement and escrow services. A settlement agent may require that a buyer's funds required to close a transaction be received by wire transfer. All parties to a wire transfer transaction are advised to adhere strictly to instructions from the settlement agent with respect to security precautions related to such wired funds as cybercriminals become more creative in fraudulent efforts to misappropriate such wired funds. In no event shall Selling Firm or Listing Firm be responsible for or liable for any settlement funds being sent to illegitimate or fraudulent parties and Buyer and Seller each release, waive, discharge and forever hold Listing Firm and Selling Firm, individually and collectively, harmless from and against claims, damages, losses and suits arising from or in any way connected with the transfer, whether by federal wire transfer, ACH, or any other manner, of funds pursuant to the terms and provisions of the Purchase Agreement.

18. **SMOKE DETECTION:** Buyer should be aware that many municipalities require, and prudent and safe practice dictates, that operative smoke detection is available in the property. Buyer should investigate to ensure that smoke detection is available in the property, if required by law, and is operative prior to occupancy.

19. **SQUARE FOOTAGE / ACREAGE AND OTHER PROPERTY MEASUREMENTS:** Buyer is advised that any statement concerning square footage of residences, acreage and/or other property measurements are approximate and are subject to variation based on the method of measurement. Buyer is advised to independently confirm any statements concerning square footage, acreage and/or property measurements prior to signing a purchase agreement.

20. **SURVEY DISCLOSURE:** The Purchase Agreement provides that Buyer may elect to waive a physical survey of the boundary of the property being acquired and improvements made to the property to include structures, fences, etc. which may affect the insurability of your Property and will likely result in an exception to coverage in the owner's title insurance policy. The Selling Firm, Listing Firm or Seller make no representation or warranty as to when and if a physical survey would be appropriate and the status of actual boundaries of the property, the location of easements affecting the property, encroachments, compliance with setback requirements access to public highways and any other matters that would affect conveyance of title to Buyer. Buyer is advised to obtain a survey to confirm the matters noted above.

21. **THIRD PARTY CONTRACT APPROVAL:** Sales of some properties are contingent on approval of third parties such as lien holders, courts, bankruptcy trustees, relocation services, or cooperative boards. Such third parties may require some terms of the purchase agreement to be changed. Neither buyer nor seller is obligated to accept any of the third party's proposed modifications, but in such a case the third party may have the power to stop the sale. These third parties make their own decisions and are not controlled by seller or any real estate agent or firm. Real estate agents are not liable for a third party's rejection of a sales contract's terms or failure to make a decision in a timely manner. Such sales may take longer to close than normal sales, and buyer may be required to order and pay for inspections and an appraisal before approval of the third party is obtained. In such a case there is a risk that the sale may be cancelled after the buyer pays for these items. Such third party contingencies should be clearly stated in the sales contract.

**22. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT:** The Virginia Residential Property Disclosure Act places obligations on seller and affords rights to buyer with regard to certain existing residential dwellings being sold. Whenever the property is to be sold or leased with an option to buy, the Act requires the owner of certain residential real property to furnish to buyer a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT provided by the Virginia Real Estate Board. Certain transfers of residential property are excluded from this requirement.

**A. HISTORICAL DISTRICT PROGRAMS:** The owner 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, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on a parcel of residential real property.

**B. MILITARY AIR INSTALLATIONS:** The owner of residential real property located in any locality in which a military air installation is located shall disclose to the purchaser whether the subject parcel is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map by the locality in which the property is located on a form provided by the Real Estate Board. Such disclosure shall state the specific noise zone or accident potential zone, or both, in which the property is located according to the official zoning map.

**C. PENDING BUILDING OR ZONING VIOLATIONS:** Section 55.1-706 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that the property has any pending enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living conditions of the property provide written disclosure to a prospective purchaser.

**D. PROPERTY PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE:** Section 55.1-708 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that a Property (1) was previously used to manufacture methamphetamine and (2) has not been cleaned up in accordance with state guidelines provide a written disclosure to Buyer. Pursuant to Section 32.1-11.7 of the Code of Virginia, the Virginia Board of Health established Guidelines for Cleanup of Residential Property Used to Manufacture Methamphetamine. Visit <http://www.vdh.virginia.gov> for a copy of the guidelines and additional information.

**23. WATER CONSERVATION ORDINANCE/RESTRICTIONS:** (a) Some municipalities may have ordinances which (i) prohibit connection to the existing public water system as part of restrictions on growth, (ii) restrict use of water for certain purposes or (iii) require an owner to connect to the public water system upon the occurrence of certain events. Buyer should investigate to ascertain if the property is in a municipality with water requirements or restrictions. (b) Buyer may also wish to investigate the quality of water supplied by the municipality in which buyer intends to locate. Information related to water quality may be obtained by contacting the municipality directly.

**24. WATER FRONTAGE AND RIGHTS:** Buyer should be advised that there are various issues which arise when acquiring real property that is adjacent to, or includes portions of, lakes, rivers and oceans. While a property may be adjacent to such bodies of water, access to such bodies of water may be limited by applicable laws and ordinances, in addition to property rights of others. Additionally, constructions of piers, docks, bulkheads, landscaping and any other home improvements may be regulated by state, local and federal laws and regulations. A buyer should consult with an attorney to understand and evaluate various rights with respect to lakes, rivers and the ocean abutting or part of the property being acquired.

**25. WOOD DESTROYING INSECT INFESTATION (WDII) / MOISTURE INSPECTION:** Many purchase agreements and lenders require inspections from licensed pest control operators to determine whether the Property's principal dwelling and garage are free of visible evidence of wood destroying insect infestation with no visible unrepaired damage from said infestation and whether readily accessible areas of the foundation and understructure, including crawl space, doors, sills plates, joists, subflooring and substructure support timbers are free of standing water, visible moisture

damage and wood destroying fungi. In some instances the inspectors' view of subfloor members may be obstructed from view (example: insulation, encapsulation, etc.). In these cases it is difficult to determine evidence of past or present wood destroying insect activity. If a Wood Destroying Insect Infestation Inspection Report was provided please refer to it for a list of obstructed and inaccessible areas.

\_\_\_\_\_  
(Firm) (Seller Signature) (Date)

By: \_\_\_\_\_  
(Signature of Licensee) (Date) (Seller Name) (Print)

\_\_\_\_\_  
(Seller Signature) (Date)

\_\_\_\_\_  
(Seller Name) (Print)



**SUMMARY OF RIGHTS AND OBLIGATIONS  
OF SELLERS AND PURCHASERS UNDER  
THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT**



The Virginia Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-701 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (in administration of an estate, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires a seller to furnish a purchaser with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before ratification of the purchase contract or the purchaser may terminate the contract. The statement will direct a purchaser to the RESIDENTIAL PROPERTY DISCLOSURES web page (<http://www.dpor.virginia.gov>) for important information about the real property. Every Purchaser is advised to consult the webpage to beware of certain matters that may affect the buyer's decision to purchase such real property.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page (<http://www.dpor.virginia.gov>). Purchaser is advised to exercise whatever due diligence purchaser deems necessary including a certified home inspection prior to settlement, as defined in §54.1-500, in accordance with the terms and condition of the purchase contract.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before ratification of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to ratification of the purchase contract. If such statement is not received by final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U. S. Mail, postage prepaid, at or prior to the earliest of (i) 3 days after receiving the statement (if delivered in person); (ii) 5 days after postmark (if sent by U. S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. A seller's liability to a purchaser is limited if such seller complies with the Act, but recourse is available to purchaser in accordance with the Act. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

A purchaser should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide.

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Notice to Seller and Purchaser. *The Virginia Residential Property Disclosure Act (Title 55.1, Chapter 7 of the Code of Virginia) governs the information owners must disclose to prospective purchasers of real property. Certain transfers of residential property are excluded from the requirements (see § 55.1-702).*

1. **CONDITION:** The owner 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, and a residential building analysis, as defined in § 54.1-1144, 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.

2. **ADJACENT PARCELS:** The owner 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 ORDINANCES:** The owner 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 any local ordinance creating such district or any official map adopted by the locality depicting historic districts, and 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 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 that 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 makes no representations with respect to information on any sexual offenders registered under Chapter 23 of Title 19.2, and the 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 ZONES:** The owner makes no representations with respect to whether the property is within a dam break inundation zone and the purchaser 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. **WASTEWATER SYSTEM:** The owner 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.

8. **SOLAR ENERGY COLLECTION DEVICES:** The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.

9. **SPECIAL FLOOD HAZARD AREAS:** The owner 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.

10. **CONSERVATION OR OTHER EASEMENTS:** The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that 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.

11. **COMMUNITY DEVELOPMENT AUTHORITY:** The owner 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 that 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 of 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.

12. **MARINE CLAYS:** The owner makes no representations with respect to whether the property is located on or near deposits of marine clays (marumscs 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.

13. **RADON GAS:** The owner 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.

14. **LEAD PIPE:** The owner 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,

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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.

15. **DEFECTIVE DRYWALL:** The owner 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 subdivision, "defective drywall" means the same as that term is defined in §36-156.1; and

16. **IMPOUNDING STRUCTURE OR DAM:** The owner makes no representation 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 contracting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

